

Colorado Liquor Retail License Application

| | | | |
|---|----------------|--|---|
| <input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only | | | |
| • All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor | | | |
| 1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) | | | |
| 2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation BORN2BAKE LLC | | | FEIN Number 82-4328122 |
| 2a. Trade Name of Establishment (DBA) BORN2BAKE | | State Sales Tax Number 38034558-0000 | Business Telephone 303-794-6375 |
| 3. Address of Premises (specify exact location of premises, include suite/unit numbers) 2540 W. MAIN STREET | | | |
| City LITTLETON | | County ARAPAHOE | State CO |
| 4. Mailing Address (Number and Street) LITTLETON | | City or Town LITTLETON | State CO |
| 5. Email Address BORN2BAKECO@GMAIL.COM BORN2BAKECO@GMAIL.COM | | | |
| 6. If the premises currently has a liquor or beer license, you must answer the following questions | | | |
| Present Trade Name of Establishment (DBA) | | Present State License Number | Present Class of License |
| Present Expiration Date | | | |
| Section A Nonrefundable Application Fees | | Section B (Cont.) Liquor License Fees | |
| <input type="checkbox"/> Application Fee for New License\$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1750.00 <input type="checkbox"/> Application Fee for Transfer\$1550.00 | | <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 | |
| Section B Liquor License Fees | | | |
| <input type="checkbox"/> Add Optional Premises to H & R\$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 | | <input type="checkbox"/> Master File Location Fee\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00 | |
| Questions? Visit: www.colorado.gov/enforcement/liquor for more information | | | |
| Do not write in this space - For Department of Revenue use only | | | |
| Liability Information | | | |
| License Account Number | Liability Date | License Issued Through (Expiration Date) | Total \$ |

Application Documents Checklist and Worksheet

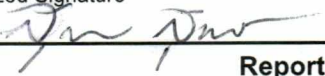
Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

| Items submitted, please check all appropriate boxes completed or documents submitted | |
|--|--|
| I. | Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed |
| II. | Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises |
| III. | Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption) |
| IV. | Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached) |
| V. | Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant |
| VI. | Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent) |
| VII. | Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009) |
| VIII. | Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company |
| IX. | Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required |

| Name | Type of License | Account Number | | | |
|---|--------------------------|-----------------|-----------------------------------|--------------------------|-----------------|
| <p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> | | | | | |
| <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">(a) Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">(b) Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">(c) Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> | | | | | |
| <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p> | | | | | |
| <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">Other: _____</p> | | | | | |
| <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p> | | | | | |
| <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input checked="" type="checkbox"/></p> | | | | | |
| <p>13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input type="checkbox"/></p> | | | | | |
| <p>13b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p> | | | | | |
| <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <u>Thailicious, LLC</u> <input checked="" type="checkbox"/> <input type="checkbox"/></p> | | | | | |
| <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%; border-bottom: 1px solid black;">Landlord KDUAG ENTERPRISES LLC</td> <td style="width:40%; border-bottom: 1px solid black;">Tenant BORN2BAKE, LLC</td> <td style="width:20%; border-bottom: 1px solid black;">Expires 2023</td> </tr> </table> | | | Landlord KDUAG ENTERPRISES LLC | Tenant BORN2BAKE, LLC | Expires 2023 |
| Landlord KDUAG ENTERPRISES LLC | Tenant BORN2BAKE, LLC | Expires 2023 | | | |
| <p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p> | | | | | |
| <p>c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> | | | | | |
| <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> | | | | | |
| Last Name | First Name | Date of Birth | FEIN or SSN | Interest/Percentage | |
| Last Name | First Name | Date of Birth | FEIN or SSN | Interest/Percentage | |
| <p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p> | | | | | |
| <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p> | | | | | |
| <p>18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p> | | | | | |
| <p>19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</p> <p style="margin-left: 20px;">(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;">(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;">(c) How long has the club been incorporated? <input type="text"/></p> <p style="margin-left: 20px;">(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/></p> | | | | | |
| <p>20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</p> <p style="margin-left: 20px;">(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> <input type="checkbox"/></p> | | | | | |

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|--|---|--------------------------|----------------------------|----------------------|
| Name | Type of License | Account Number | | |
| 21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes <input type="checkbox"/> No <input type="checkbox"/> (b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes <input type="checkbox"/> No <input type="checkbox"/> If "yes" please provide a copy of the contract with the institution of higher education to provide food services. | | | | |
| 22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints. | | | | |
| Last Name of Manager Surabotsopon | First Name of Manager Surachai | | | |
| 23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | | | |
| 24. Related Facility - Campus Liquor Complex applicants answer the following: Yes <input type="checkbox"/> No <input type="checkbox"/> a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex | | | | |
| Last Name of Manager | First Name of Manager | | | |
| 25. Tax Dstraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide an explanation and include copies of any payment agreements. | | | | |
| 26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority. | | | | |
| Name Surachai Surabotsopon | Home Address, City & State 2358 N Ogden St Unit B Denver CO | DOB [REDACTED] | Position Partner | %Owned 70% |
| Name Nicha Chumim Gattas | Home Address, City & State 5748 W 71st Place Arvada CO | DOB [REDACTED] | Position Partner | %Owned 30% |
| Name | Home Address, City & State | DOB | Position | %Owned |
| Name | Home Address, City & State | DOB | Position | %Owned |
| Name | Home Address, City & State | DOB | Position | %Owned |
| ** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S. | | | | |

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| Name | Type of License | Account Number |
| Oath Of Applicant | | |
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license. | | |
| Authorized Signature  | Printed Name and Title Surachai Surabotsaporn | Date 5/8/18 |
| Report and Approval of Local Licensing Authority (City/County) | | |
| Date application filed with local authority 5/9/2018 | Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 6/13/2018 | |
| The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: | | |
| <input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants | | |
| That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) | | |
| <input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority | | |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? | | Yes No <input type="checkbox"/> <input type="checkbox"/> |
| <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? | | <input type="checkbox"/> <input type="checkbox"/> |
| NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. | | |
| <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? | | <input type="checkbox"/> <input type="checkbox"/> |
| The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved. | | |
| Local Licensing Authority for | | Telephone Number <input type="checkbox"/> Town, City <input type="checkbox"/> County |
| Signature | Print | Title |
| Signature | Print | Title |
| | | Date |

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

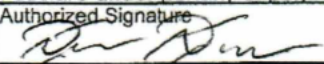
Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

| | | | | |
|---|--|--|--|---------------------------------|
| 1. Name of Business Born 2 Bake, LLC | | Home Phone Number | Cellular Number 720-409-8678 | |
| 2. Your Full Name (last, first, middle) Surachai Surabotsophon | | 3. List any other names you have used | | |
| 4. Mailing address (if different from residence) | | Email Address Surabot142@gmail.com | | |
| 5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary) | | | | |
| Street and Number | | City, State, Zip | | From To |
| Current 2358 N. Ogden St., Unit B | | Denver, CO, 80205 | | April 2018 Current |
| Previous 2454 Fanton St. | | Edgewater, CO, 80214 | | October 14 October 17 |
| 6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary) | | | | |
| Name of Employer or Business | | Address (Street, Number, City, State, Zip) | | Position Held From To |
| Thaiicious, LLC | | 2045 Sheridan Blvd., Unit E | | President, Aug 13 Sep 17 |
| | | Edgewater, CO 80214 | | Sole Owner |
| | | | | |
| 7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry. | | | | |
| Name of Relative | | Relationship to You | | Position Held Name of Licensee |
| | | | | |
| | | | | |
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| | | | | |
| 8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| I applied for a Liquor license and held it for 4 years. I had it for my previous business called Thaiicious, LLC. | | | | |
| 9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

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| 10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | |
| 11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | |
| 12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

| | | | |
|---|--|--------------------|----------------|
| Authorized Signature  | Print Signature Surachai Surabotsopon | Title President | Date 6/1/18 |
|---|--|--------------------|----------------|

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license


Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

| | | | | |
|--|--|--|-------------------------|-----------------|
| 1. Name of Business Born 2 Bake | | Home Phone Number 303-794-6375 | Cellular Number | |
| 2. Your Full Name (last, first, middle) Gattas, Nicha Chumim | | 3. List any other names you have used Chum-im, Nicha | | |
| 4. Mailing address (if different from residence) 2540 W main st. Littleton, CO 80120 | | Email Address born2bakeco@gmail.com | | |
| 5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary) | | | | |
| Street and Number | | City, State, Zip | From | To |
| Current 5748 W 71st Pl, Arvada, CO | | Arvada, CO 80003 | 2014 | current |
| Previous 5403 W 76th Ave. #106 | | Arvada, CO 80005 | 2013 | 2014 |
| 6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary) | | | | |
| Name of Employer or Business | Address (Street, Number, City, State, Zip) | Position Held | From | To |
| Born 2 Bake | 2540 W Main st. Littleton, CO ⁸⁰¹²⁰ | CO-owner | Mar 2013 | present |
| Whole Foods Market | 14357 W Colfax Ave. Golden, CO ⁸⁰⁴⁰¹ | Cake Decorator | Mar 2014 | Feb 2018 |
| | | | | |
| 7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry. | | | | |
| Name of Relative | Relationship to You | Position Held | Name of Licensee | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| | | | | |
| 9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| | | | | |

| | |
|---|---|
| 10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | |
| 11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | |
| 12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

| | | | |
|---|------------------------------------|-------------------|------------------|
| Authorized Signature  | Print Signature Nicha C. Gattar | Title Co-owner | Date 05/04/18 |
|---|------------------------------------|-------------------|------------------|

COLORADO COMMERCIAL LEASE

This lease agreement is entered into on this the ____ day of February 16, 2018, by and between:

KDUAG ENTERPRISES LLC, (hereinafter called "LESSOR"), whether one or more, and

BORN2BAKE LLC, (hereinafter called "LESSEE"), whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on the 1ST day of 1 March, 2018 and is a five year (the "TERM") the following described premises in its present condition, located in ARAPAHOE County, Colorado:
2540 West Main Street Littleton Colorado

(hereinafter called the "PREMISES or LEASED PREMISES"). LESSEE also has a right for the benefit of LESSEE, its employees, agents and invitees for access to and from the Leased Premises over property of LESSOR adjoining the Leased Premises, and to use those parts of the building designated by LESSOR for use by LESSEE.

2. RENEWAL: LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.

3. RENT: The LESSEE covenants to pay to LESSOR as Rent the sum of four thousand twenty dollars (\$4020) per month, (hereinafter "the Rent"), in advance without demand on or before the first day of each month at the address of the LESSOR. The Rent for the month of 1 April 2018 which is the first month of this lease shall be paid in the amount of four thousand and twenty Dollars) (\$ 4020), which amount is the rent commencing with the lease.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

4. LATE CHARGES: LESSEE shall pay a late charge in the amount of five percent (5%)

of the outstanding delinquent balance for any payment of the rent not made within 5 days after the due date to cover the extra expense involved in handling late payments, but not more than \$200 dollars for any one month. This charge is in addition to any other rights or remedies of the LESSOR.

5. UTILITIES: LESSEE shall pay for electrical usage and charges for all utilities for the PREMISES.

On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.

6. CONDITION OF PREMISES; USE OF PREMISES: LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

- (a) To use these Leased Premises bake shop
- (b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
- (c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
- (d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.

- (e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
- (f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- (g) Not to permit any waste or nuisance.
- (h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage to the interior of the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

- ☐ sprinkler system
- ☒ heating, ventilating or air-conditioning system serving the Premises if, and to the extent, installed by LESSOR, and
- ☒ structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts), and
- ☒ the roof over the Premises.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes,

improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

8. SECURITY DEPOSIT: The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR _____ Dollars (\$ 3000 _____) which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this lease by LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

In compliance with Colorado Code § 38-12-103:

LESSOR shall return to LESSEE the amount of the security deposit remaining after deductions for damages and unpaid rent, with an itemization of amounts withheld, all to be due within thirty (30) days of the termination or expiration of the lease and delivery of possession by LESSEE. LESSOR may comply by mailing, first class mail, to LESSEE'S last known address.

If the mail is returned, and LESSOR is unable to discover LESSEE'S address after reasonable effort, the deposit

SP 8 NG

becomes the LESSOR'S property 180 days after the first attempted mailing thereof.

9. LESSOR'S LIEN: As additional security, LESSEE acknowledges, to the extent allowed by applicable law, the LESSOR'S right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE other than in the ordinary course of business as long as LESSEE is in default in the terms of this lease.

10. DEFAULT: Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
- c. Abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
 - i. Filing a Petition in bankruptcy by or against LESSEE.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.
 - vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

11. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises;
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than 5 business days from the date of mailing the notice of default.

12. TERMINATION. Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; Give notice to LESSEE that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than 30 days after mailing or delivery of such notice.

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

13. ACCELERATION. LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

14. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

15. DEFAULT BY LESSOR. In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand

delivery, to LESSOR, and shall have offered LESSOR thirty (30) days in which to correct and cure the default or commence a good faith effort to cure such default.

16. RELETING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

17. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

- (a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- (b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by reletting the Premises within 30 days of termination.
- (c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
- (d) The attorneys' fees and other costs.

18. EXCLUSIVITY OF LESSOR'S REMEDIES: The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

19. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.

20. TAXES: Current property taxes on the Leased Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

21. ANNUAL INCREASES IN PROPERTY TAX.

Increases in the annual property tax for the building will be allocated to the Lessee proportionally base on square footage of the building.

22. RIGHT OF RE-ENTRY. LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.

23. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE 30 days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

24. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

25. RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS. If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided,

then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the maximum legal rate from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

26. MECHANICS AND OTHER LIENS IMPOSED BY LESSEE. LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the maximum legal rate from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

27. CONDEMNATION CLAUSE: In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

28. FIRE CLAUSE: The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the LESSOR may, at its option, terminate this lease by giving

LESSEE written notice of termination within 30 days of the date of the occurrence.

If the LESSOR does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

29. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

30. PAROL EVIDENCE CLAUSE: This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

31. SUBORDINATION: This lease is subordinate to the lien of all present or future mortgages that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

32. INSURANCE: LESSEE shall, during the entire term of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE in the property and which the limits of general liability shall be in the amount of Five Hundred Thousand Dollars (\$500,000) combined single limit, naming LESSOR as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without

first giving the LESSOR ten (30) days prior written notice.

LESSOR shall during the term hereof, at it's sole expense, provide and keep in force insurance on the building against loss or damage by fire. The insurance required under this paragraph shall be carried in the name of the LESSOR and shall provide that any proceeds thereunder shall be paid to LESSOR and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished LESSEE to the Lessor and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (30) days prior notice to the LESSOR.

33. NOTICES. All checks, notices and communications concerning this lease shall be mailed to the parties at the following addresses:

| LESSOR | LESSEE |
|---------------------|--------|
| KDAUG Enterprises | |
| 6462 S Potomac Ct | |
| Centennial CO 80111 | |
| | |
| | |

34.. SALE BY LESSOR. In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease. This lease shall not be affected by any such sale, and LESSEE agrees to attorn to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this lease, to place upon or in the window of the leased premises any usual or ordinary For Rent or similar sign and to allow prospective tenants, applicants or agents of LESSOR to enter and examine the Leased Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

35. COURT ACTION, ATTORNEY'S FEES AND COSTS. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the leasing party agrees to

pay to the Lessor party reasonable costs and expenses incurred in prosecuting these suits.

36. ASSIGNMENTS AND SUB-LEASE: The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party. If the LESSEE wishes to assign this lease, the LESSEE shall be bound by the conditions listed in the attached addendum.

37. INTERPRETATION. Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

38. MODIFICATION. Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.

39. SEVERABILITY CLAUSE: If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

40. LAW TO APPLY: This lease shall be construed under and in accordance with the laws of the State of Colorado. Those laws shall govern every aspect of the enforcement of this lease.

41. ADDENDUMS. The following addendums are attached to this lease and shall be initialed by the parties. (Check all that apply or check none)

- () Option to Purchase
- () Arbitration Agreement
- (X) Other:
- () None

42. OTHER PROVISIONS:

If additional garbage pickup is required due to this lease, it will be at the expense of the lessee.

[illegible]

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

DATE _____

DATE _____

ADDENDUM: RENEWAL – CONDITIONS OF ASSIGNMENT

RENEWAL: LESSOR agrees to give the LESEE the option extend or renew the lease for an additional five year period starting 1 March 2023 as long the original agreement dated 1 March 2018 is in good standing. , with any agreed modifications, in a separate, signed document.

CONDITIONS OF ASSIGNMENT: If Lessee desires to assign or sublet all or any part of the leased premises, it shall so notify Lessor at least thirty days in advance of the date on which Lessee desires to make such assignment or sublease. Lessee shall provide Lessor with a copy of the proposed assignment or sublease and such information as Lessor might request concerning the proposed sublessee or assignee to allow lessor to make informed judgments as to the financial condition, reputation, operations, and general desirability of the proposed sublessee or assignee. Within fifteen days after Lessor's receipt of Lessee's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee. Lessor shall have the following options (1) cancel this Lease as to the Leased premises or portion thereof proposed to be assigned or sublet (2) consent to the proposed assignment or sublease, and, if the rent due and payable by an assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this Lease for such space. Lessee shall pay to Lessor all such excess rent and other excess consideration within ten days following receipt thereof by Lessee; or (3) refuse, in its sole and absolute discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Lessor gives Lessee written notice providing otherwise. Upon the occurrence of an event of default, if all or any part of the leased premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Lessee by reason of the assignment or sublease, and Lessor shall have a security interest in all properties on the leased premises to secure payment of such sums. Any collection directly by Lessor from the assignee or sublessee shall not be construed to constitute a novation or a release of Lessee or any guarantor of further performance of its obligations under this lease.

ADDENDUM: - ANNUAL PROPERTY TAX INCREASE

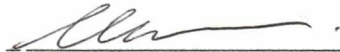
Increases in the annual property tax for the building will be allocated to the Lessee proportionally base on square footage of the building.

Signed:

LEESSEE



Date: 05/08/18



Date: 05/08/18

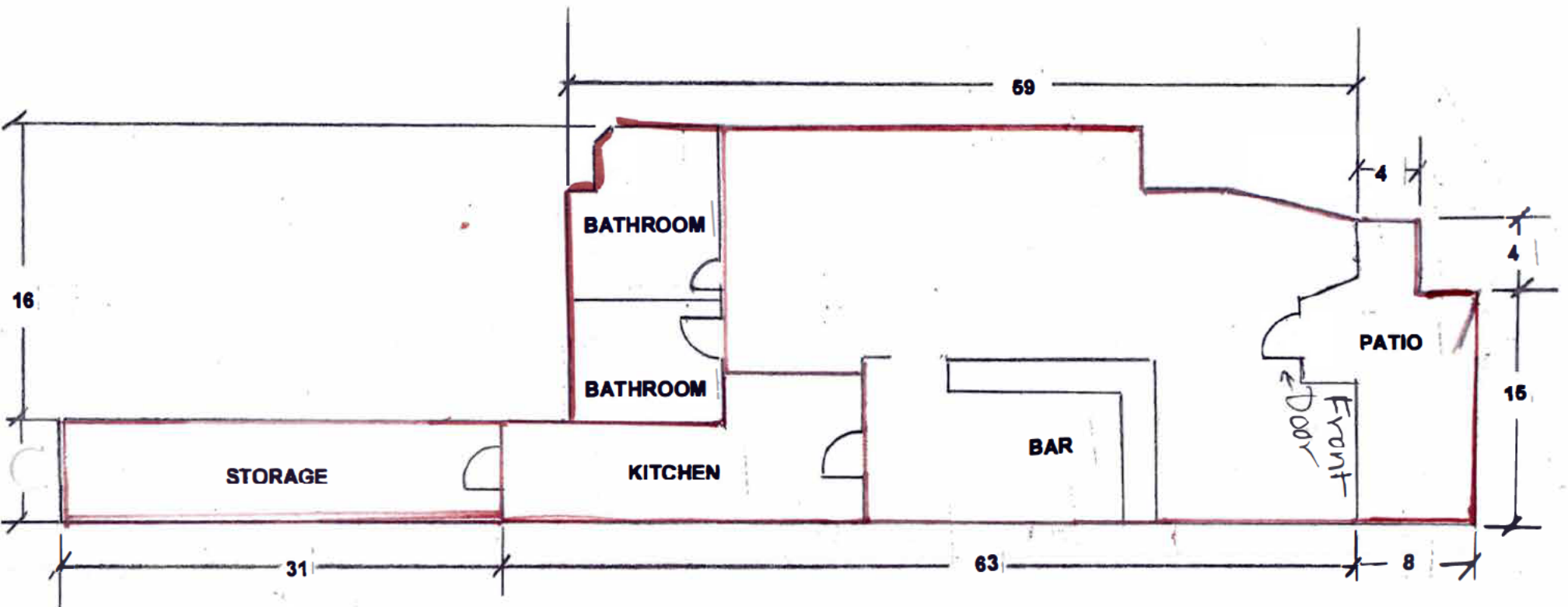
LESSOR



Date: 8 May 2018

KDaug Enterprises LLC

John Schwarzenberger and/or Karen Daugherty





Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 04/27/2018 10:39 AM
ID Number: 20181045445
Document number: 20181352202
Amount Paid: \$25.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

1. For the entity, its ID number and entity name are

ID number 20181045445
(Colorado Secretary of State ID number)

Entity name Ovenly Bakeshop LLC

2. The new entity name (if applicable) is BORN 2 BAKE, LLC

3. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional amendments or other information.

4. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

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Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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5. The true name and mailing
address of the individual causing
the document to be delivered for
filing are

SURABOTSOPON SURACHAI
(Last) (First) (Middle) (Suffix)

2540 W MAIN ST
(Street name and number or Post Office Box information)

LITTLETON CO 80210
(City) (State) (Postal/Zip Code)

United States
(Country - if not US)



Colorado
Secretary of State
Wayne W. Williams



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Summary

| Details | | | |
|----------------------------------|---|----------------|---------------------------|
| Name | BORN 2 BAKE, LLC | | |
| Status | Good Standing | Formation date | 01/18/2018 |
| ID number | 20181045445 | Form | Limited Liability Company |
| Periodic report month | January | Jurisdiction | Colorado |
| Principal office street address | 5748 W. 71st Place, Arvada, CO 80003, United States | | |
| Principal office mailing address | n/a | | |

| Registered Agent | |
|------------------|--|
| Name | Surachai Surabotsopon |
| Street address | 6747 Jungfrau Dr, Evergreen, CO 80439, United States |
| Mailing address | n/a |

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Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 7th day of May 2018, by and between the following individuals:

Surachai Surabotsophon
(hereinafter "Partner 1")

And

Nicha Gattas
(hereinafter "Partner 2")

Explanatory Statement

The parties hereto desire to enter into the business of operating, purchasing, leasing, owning ~~Ovenly Bakeshop LLC~~ located at 2540 W. Main Street, Littleton, CO 80120. In order to accomplish their aforesaid desires, the parties hereto desire to join together in a general partnership.

NOW THEREFORE, in consideration of their mutual promises, covenants, and agreements, and the Explanatory Statement, which Explanatory Statement is incorporated by reference herein and made a substantive part of this Partnership Agreement, the parties hereto do hereby promise, covenant and agree as follows:

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose: The Parties shall be partners in operating ~~Ovenly Bakeshop LLC~~, d/b/a ~~Ovenly Bakeshop~~. The business shall be operated as a full bakery. *Born 2 Bake LLC d/b/a Born 2 Bake*
2. Principal Place of Business : 2540 W. Main Street, Littleton, CO 80120
3. Name of Business. ~~Ovenly Bakeshop LLC~~ *Born 2 Bake LLC*
4. Investment/ Ownership percentage/Contribution. The partners acknowledge that Partner 1, Surachai Surabotsophon, shall invest \$105,000.00. Partner 2, Nicha Gattas, shall invest \$45,000.00.
5. Day-To-Day Operation. The partners shall provide their full-time services and best efforts on behalf of the partnership. Partner 1 shall be responsible for all day to day operation, whereas Partner 2 shall be a "silent partner". According to the terms of the agreement, "silent partner" is defined as *an investor who puts money into a business, takes no part in management, and is unknown to customers.* Partner 1 shall make all decision affecting the operation of the business. Any purchases of \$20,000.00 or more shall be given approval by all partners.

6. Capital Contribution. The original capital contributions to the Partnership of each of the Partners shall be made concurrently with their respective execution, acknowledgement, sealing and delivery of this Agreement in the following dollar amounts set forth after their respective:

Partner 1: Contributed \$105,000.00

Partner 2: Contributed \$45,000.00

Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law to the extent such law is not inconsistent with this Agreement, no Partner shall have the right to withdraw or reduce his or her contributions to the capital of the Partnership. At the current time of this agreement, Partner 2 has already contributed the first \$5,000.00


7. Shares. Partner 1 shall own 70% of Ovenly Bakeshop LLC and Partner 2 shall own 30% of Ovenly Bakeshop LLC.
8. Profits and Losses. The profits and losses of the partnership shall be divided accordingly to the shares owned amongst the partners.
9. Distribution of Profits. Distribution of any profits shall be according to the Partner's ownership shares. Profit shall be distributed annually, one month following the business submission of the taxes.
10. Dishonesty. It is with the intentions of the Partners to enter into the Agreement to be honest and to work toward the best interest of the Business. If any Partner is caught stealing or intentionally harming the Business, that harming Partner shall pay to the harmed Partner \$10,000.00 and shall immediately sell its shares to the harmed Partner.
11. Term/Termination. The term of this Agreement shall be for a period until a written notice is given to terminate the partnership. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share. If partner withdraws from partnership, specify number of days the partnership, as an entity, will have to buy the withdrawn shares.
12. Banking. All revenue of the Partnership shall be deposited regularly in the Business banking account as mutual. The Partners, hereby agree to maintain \$50,000.00 in the bank account at all time. If for any reason, the partners terminate the business and the bank account is to be closed, the balance shall be divided according to the partnership's shares.
13. Salary. All Partners must agree to any salary payout. Any agreement must be in written and executed by each partner.
14. Recipes. Recipes shall be kept in a safe place in writing or computer to be viewed by any of the Partners at any time. The Recipes are considered trade secrets of the business and shall remain an asset of the Business, therefore neither partner shall be permitted to sell the recipe or provide the recipe to a 3rd party without the consent in writing from all partners.
15. Transfer of Partnership Interest and Partnership Rights. No Partner (hereinafter


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referred to as the "Offering Partner") shall, during the term of the Partnership, sell, hypothecate, pledge, assign or otherwise transfer with or without consideration (hereinafter collectively referred to as a "Transfer") any part or all of his Partnership Interest or Partnership Rights in the Partnership to any other person (a "Transferee"), without first offering (hereinafter referred to as the "Offer") that portion of his Partnership Interest and Partnership Rights in the Partnership subject to the contemplated transfer first to the Partnership, and secondly, to the other Partners, at the current market price purchase price .

16. Disputes. This Partnership Agreement shall be governed by the laws of the State of Colorado. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
17. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the partnership. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest.
18. Non-Compete Agreement. A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of five years, in this State where the partnership is currently doing or planning to do business.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

 Date 5/8/18
Partner 1 (Surachai Surabotsopon) S.S.
Surabotsopon
Print: SURACHAI SURABOTSOPON

 Date 05/08/18
Partner 2 (Nicha Gattas)
Print: Nicha Gattas