

CONCURRENT REVIEW

Colorado Fermented Malt Beverage License Application

RECEIVED

NOV 14 2019

LIQUOR ENF. DIVISION

<input type="checkbox"/> New License				<input checked="" type="checkbox"/> New-Concurrent		<input type="checkbox"/> Transfer of Ownership	
<ul style="list-style-type: none">• All answers must be printed in black ink or typewritten• Applicant must check the appropriate box(es)• Local license fee \$ _____• 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"/> Corporation		<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)					
<input type="checkbox"/> Individual		<input checked="" type="checkbox"/> Limited Liability Company				<input type="checkbox"/> Association or Other	
2. Applicant(s) if an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation							
FISCH MANAGEMENT LLC							
2a. Trade Name of Establishment (DBA)						Business Telephone	
GRANDE MARKET Littleton						303 942 0662	
3. Address of Premises (specify exact location of premises)							
5642 S Sycamore St							
City		County		State		ZIP Code	
Littleton		ARAPAHOE		CO		80120	
4. Mailing Address (Number and Street)		City or Town		State		ZIP Code	
5642 S Sycamore St		Littleton		CO		80120	
5. Email Address							
KL.FISCH@HOTMAIL.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 No.		Present Class of License		Present Expiration Date	
Section A Nonrefundable Application Fees				Section B Fermented Malt Beverage Beer License Fees			
<input type="checkbox"/> Application Fee for New License \$1,550.00				<input checked="" type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25			
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,650.00				<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50			
<input type="checkbox"/> Application Fee for Transfer \$1,550.00				<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25			
				<input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50			
				<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25			
				<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50			
				<input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____			
				<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____			
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	
04-01295						\$ 1746.25	

	Yes	No		
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
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):				
(a) been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet				
9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. 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 current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:				
Landlord <u>Neke & Joyce Hendricks</u>	Tenant <u>Fisch Management LLC</u>	Expires <u>12/30/24</u>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.				
c. Attach a diagram or designate 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".				
14. 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.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
Last Name	First Name	Date of Birth	FEIN or SSN	Interest
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.				
15. Name of Manager(s) for all on premises applicants.				
Last Name <u>Fischer</u>		First Name <u>Kurt</u>		
16. 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.				
<input checked="" type="checkbox"/> <input type="checkbox"/>				
17. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				
<input type="checkbox"/> <input checked="" type="checkbox"/>				

18. 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 make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <i>Kurt L Fischer</i>			Position <i>Member</i>	% Owned <i>100</i>
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	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: ☐

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 Article 3 or 5, C.R.S.

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 <i>[Signature]</i>	Printed Name and Title <i>Kurt Fischer Member</i>	Date <i>11/5/19</i>
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

☐ Fingerprinted

☒ 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)

☐ Date of Inspection or Anticipated Date _____

☒ Upon approval of state licensing authority

☒ New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

☐ New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for <i>City of Littleton</i>	Telephone Number <i>317953780</i>	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature <i>[Signature]</i>	Printed Name	Title
Signature (attest)	Printed Name	Title
		Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Kurt Fischer am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Fisch Management LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Fisch Management LLC</u>			
Address <u>2299 W MAIN ST</u>			
City <u>Littleton CO</u>	State <u>CO</u>	Zip <u>80120</u>	
Business/Work Phone Number <u>303 942 0662</u>			
Printed name of person signing on behalf of the Applicant/Licensee <u>Kurt L Fischer</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>11/5/19</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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 GRANDE MARQUET OF Littleton	Home Phone Number [REDACTED]
2. Your Full Name (last, first, middle) FISCHER KURT LEONARD	3. List any other names you have used [REDACTED]
4. Mailing address (if different from residence) [REDACTED]	[REDACTED]

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 2941 W Centennial DR #103	Littleton CO 80123	5/2019	Present
Previous 7305 S Houston Waring Circle	Littleton CO 80120	10/2017	5/2019

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
Fisch Management LLC	2299 W MAIN ST Littleton CO 80120	Owner/manager	7/2015	present
Fuel Enterprises	874 Green Bay Rd Winnetka IL	Director	4/2015	7/2015
Glenmora Meyer INC	4191 Glenmora RD, CAGLETON, OH	F&B Director	1/2015	3/2018

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.) ☒ Yes ☐ No

- 1) **BU Hospitality, Glenwood Springs CO**
- 2) **Fisch Management LLC DBA GRAND STATION**

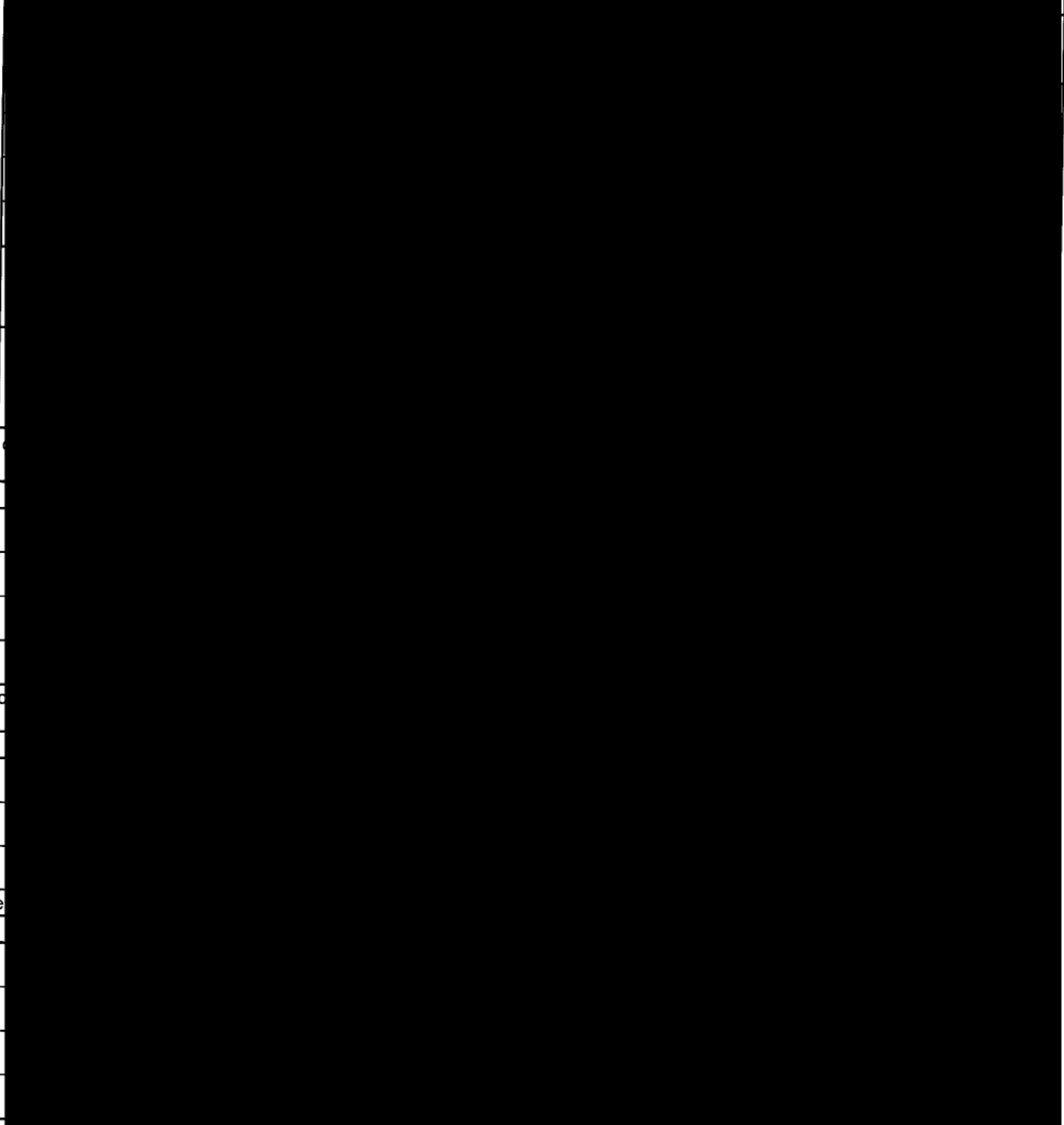
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No

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.) ☒ Yes ☐ No

IMPAIRED Driving Plymouth Michigan 1990

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☐ 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

Title

Date

Resident

428 NARROWS CREEK PARK RD
DUBOIS PA 15801

9/2015 to 10/2017

700 JORDAN DR
OSAGE BEACH MO

9/2008 to 4/2016

Employment
New Leaf Personnel Management
PO BOX 10098
FARGO ND
2014

The Bypass LLC
PO BOX 748
CROSBY ND 58730
2014



Colleen Norton <cnorton@littletongov.org>

Loan Screen Shot Grande Market

1 message

Kurt Fischer <kfischer@hotmail.com>

To: Colleen Norton <cnorton@littletongov.org>

American Express Business Loans X +

americanexpress.com/us/business-loans/apply/?linknav=us-openlending-home-checkyourrate-middle&extlink=LP-home-top&keep=20793#/

Apps AMX C1 Visa Chase FB SYSCO MISC GS Grub RV RV RV Insta Amazon

MY ACCOUNT CA ADS I HAVE A REWARDS BUSINESS

You are pre-approved for an American Express® Business Loan.

Pre-approved amount
\$45,000

Maximum APR
6.98%

Offer valid only for new borrowers. Offer subject to credit review. See [americanexpress.com/businessloans](#) for details.

A loan built with your business in mind

- ✓ No origination fee or pre-payment penalty
- ✓ No impact to your credit score to be applied
- ✓ Fixed monthly loan payments

American Express card rewards and benefits are not offered on this loan.

[View your loan details](#)

Tell us how you want your loan funds distributed

You can borrow up to your pre-approved amount for a business loan on a day balance or on up to four business days. Funds are disbursed by credit transfer to the U.S. Customers may only have one American Express Business Loan at a time. See [americanexpress.com/businessloans](#) for details. Interest is calculated on your loan amount from your first disbursement. Your loan amount is based on your individual business and the indicated business.

- Direct Deposit

[Learn More About Direct Deposit](#)

Enter an amount to see your estimated monthly payment

To proceed with a Business Loan application and receive your loan directly, enter your requested loan amount below and select a repayment term.

Loan Amount
\$45,000

Your estimated monthly payment for each loan period is

Term	Estimated Monthly Payment	APR
6 Months	\$7,854	0.00%
12 Months	\$3,853	0.00%
24 Months	\$2,015	0.00%
36 Months	\$1,389	0.00%

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Take care,
Kurt Fischer

CHASE for BUSINESS

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TOTAL BUS CHK (...7366) >

Available balance
\$61,536.45

Present balance
\$61,536.45

Available credit
\$0.00

Available plus credit
\$61,536.45

Account activity

SHOWING All transactions

Date	Description	Type	Amount	Balance
Pending	ORIG CO NAME:SYSCO DENVER CO ENTRY DESCR:VENDOR PAY SEC:CCD IND ID:Cust #058359 ORIG ID:1743065202	ACH debit	-\$1,448.09	—
Nov 4, 2019	POS PORTAL INC 12238033 42919 CCD ID: 1680448387	ACH debit	-\$115.07	\$62,984.54
	CHECK # 9042	Check	-\$512.66	\$63,099.61
	MERCHANT SERVICE MERCH FEES 930553410221733 CCD ID: WFBTS09305	ACH debit	-\$1,883.83	\$63,612.27
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$1,375.22	\$65,496.10
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$16,002.11	\$64,120.88
Nov 1, 2019	CHECK # 9040	Check	-\$28.00	\$48,118.77
	ADP PAYROLL FEES ADP - FEES 2RQKC 0738444 CCD ID: 9659605001	ACH debit	-\$87.45	\$48,146.77
	FIRST INTERNET B CK-WTH PPD ID: 074014187	ACH debit	-\$365.46	\$48,234.22
	SYSCO DENVER VENDOR PAY Cust #058359 CCD ID: 1743065202	ACH debit	-\$666.92	\$48,599.68
	CHECK # 7100	Check	-\$6,850.00	\$49,266.60
	CHECK # 9041 11/01	Check	-\$1,500.00	\$56,116.60

Date	Description	Type	Amount	Balance
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$1,611.86	\$57,616.60
	DEPOSIT ID NUMBER 980874	Deposit	\$225.00	\$56,004.74
Oct 31, 2019	CHECK # 9271	Check	-\$125.00	\$55,779.74
	CHECK # 9039 10/31	Check	-\$118.44	\$55,904.74
Oct 30, 2019	Online Transfer to CHK ...1363 transaction#: 8801974098 10/30	Account transfer	-\$202.76	\$56,023.18
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$374.22	\$56,225.94
Oct 29, 2019	CHECK # 9038	Check	-\$174.70	\$55,851.72
	CHECK # 9272	Check	-\$6,395.13	\$56,026.42
Oct 28, 2019	CHECK # 9035	Check	-\$125.00	\$62,421.55
	CHECK # 9036	Check	-\$488.78	\$62,546.55
	SYSCO DENVER VENDOR PAY Cust #058359 CCD ID: 1743065202	ACH debit	-\$906.03	\$63,035.33
	AMERICAN EXPRESS ACH PMT W9842 WEB ID: 2005032111	ACH debit	-\$4,270.75	\$63,941.36
	CHECK # 9037 10/28	Check	-\$1,200.00	\$68,212.11
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$11,120.10	\$69,412.11
Oct 25, 2019	MERCHANTWHS2 OPTICARD EFT-Inv1198700 CCD ID: 1455331141	ACH debit	-\$5.40	\$58,292.01
	CHECK # 9033	Check	-\$125.00	\$58,297.41
	ADP Tax ADP Tax R5QKC 102822A01 CCD ID: 1223006057	ACH debit	-\$3,494.11	\$58,422.41
	ADP WAGE PAY WAGE PAY 941611617634QKC CCD ID: 9333006057	ACH debit	-\$6,353.35	\$61,916.52
	MERCHANT SERVICE CR CD DEP 930553410221733 CCD ID: WFBTS09305	ACH credit	\$1,378.56	\$68,269.87

Date	Description	Type	Amount	Balance
Oct 24, 2019	CIGNA 877-484-59 8774845967 2K5A11FP0HG339E CCD ID: 1060303370	ACH debit	-\$145.54	\$66,891.31

JPMorgan Chase Bank, N.A. Member FDIC

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Equal Opportunity Lender

Sycamore Street

Parking

Parking

Front
Door

Adjoining Building

Front

Bear Cooler

Kitchen
Back
Door

Bear
Storage

Garage
Door

Demolish

Door

Bear
Storage

Parking

Side Walk

ALLEY

GEORGE MARKET OF LITTLETON

1900 1901

Amount in cash on hand

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

1900 1901

LEASE AGREEMENT

THIS LEASE is dated Nov 1, 2019 and is by and between **Nelse and Joyce Hendricks**, an individual (hereinafter referred to as the ("Landlord")); and **Fisch Management**, a limited liability company (hereinafter referred to as the "Tenant").

WITNESSETH:

1. **PREMISES:** Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned does lease and rent, unto Tenant, and Tenant hereby agrees to lease on the terms and conditions which hereinafter appear, a building located at 5642 S. Sycamore St., Littleton, CO 80120 (the "Premises") which space has approximate rentable square feet of 2,000.

2. **TERM:** The term of this lease will be 60 months, beginning Nov 1, 2019, and ending Oct. 31, 2024 (the "Original Term") at midnight, unless terminated sooner as hereinafter provided.

3. **RENTAL:** During the lease term, Tenant agrees to pay to Landlord, promptly on the first day of each month, a monthly rental fee of **\$2,000.00** (which shall increase by operating expenses set forth in Section 3B). Payments shall be mailed to the landlord at 6644 S. Lakeview St., Littleton, CO 80180. For any part of a month where the Lease commences on a date other than the first of the month, the rent shall be pro-rated based on the commencement date divided by the number of days in that month.

- A. Tenant shall pay, as additional rent, an amount equal to five percent (5%) of one month's rent as a late penalty payment should Landlord not receive the monthly rental payment within ten (10) days after the due date.
- B. **Operating Expenses:** Tenant shall pay all operating expenses associated with the operation of the Premises set forth below. Tenant shall pay the premiums on the insurance Tenant is required to pay hereunder. Tenant's expenses shall include, but not be limited to the following:
 - 1. Utilities, which shall be separately metered
 - 2. Janitorial
 - 3. Trash
 - 4. Water and Sewer, which shall be separately metered
 - 5. Tenant's plumbing and sewer repairs on its Premises, HVAC, electrical wiring, heating and any other repairs on Tenant's Premises
 - 6. Maintenance of the Premises
- C. Landlord shall be responsible for repairs of walls, roof, parking lots, snow removal and landscaping.
- D. **Rent Payment:** No payment by Tenant or receipt by Landlord of a lesser amount than the entire payment due under this Lease shall be considered payment of the amount under this Lease to keep the Tenant in full compliance.

4. **DELIVERY OF PREMISES:** Landlord shall deliver possession of the Premises to Tenant upon the Lease Term Commencement Date, and Tenant shall accept the Premises in its existing condition and state of repair. Tenant agrees that no representations, statements or warranties expressed or implied have been made by or on behalf of Landlord in respect thereto except as contained in this Lease.

5. **PERSONAL PROPERTY TAXES AND REAL PROPERTY AND SALES AND USE TAX:** Tenant shall pay all personal property taxes due resulting from the occupancy of the Premises by Tenant. Tenant agrees to hold harmless and indemnify Landlord against any liability on such account. Tenant shall pay

a pro-rata share of real property taxes which shall equal the total real property taxes on the Building multiplied by a fraction, the numerator of which is 2,000 square feet (Tenant's space) and the denominator of which is 6,500 square feet (the total building square feet). Tenant shall pay its required sales and use tax.

1. **6. USE OF PREMISES:** The Premises shall be used by Tenant for the purpose of conducting and carrying out a Specialty Grocery Market, Tenant shall maintain in good standing a retail liquor license for selling beer and wine only, for off premises consumption and for no other use without the prior written consent of Landlord. Tenant shall conduct its Specialty Grocery Market in a lawful manner and in strict compliance with all governmental laws, rules, regulations and orders applicable to the business of Tenant including all health related laws related laws and all liquor licensing laws conducted in and upon the Premises, including, but not limited to, all statutes, rules and regulations whether federal, state or local relating to the use, storage and disposal of hazardous materials as well as environmental, health and safety regulations. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass or in a way that increases the property insurance rate. The Premises shall not be used to sell, grow or use any drugs that may be considered illegal on a federal level as the laws exist at the time of execution of this Lease. Tenant shall promptly notify Landlord of any liquor law violations that Tenant has been charged with.

7. ABANDONMENT OF LEASED PREMISES: Tenant agrees not to abandon or vacate the Premises during the period of this lease for a period of over fifteen (15) days. Unless otherwise provided to the contrary herein, no termination of this lease prior to the end of the Original Term shall affect Landlord's right to collect rent for the period prior to termination thereof.

8. MAINTENANCE BY TENANT OF PREMISES: Tenant accepts the Premises in its present condition. Tenant shall, throughout the term of this lease and all renewals thereof, at Tenant's expense, maintain the Premises in good order and repair.

- A. Tenant agrees to maintain the Premises in good condition and to return said Premises to Landlord at the expiration or the termination of this lease in as good condition and repair as when first received, natural wear and tear excepted.
- B. Tenant shall not, without Landlord's prior written consent, keep on the Premises any substances designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful (collectively "hazardous substances"), except those hazardous substances that are routinely utilized in the ordinary course of a Specialty Grocery Market. With respect to any hazardous substances, Tenant agrees to comply with all applicable codes, rules, and regulations regarding the handling and disposal of such hazardous substances. Tenant agrees to indemnify Landlord from and against any and all damages, costs or expenses, including the expense of clean-up, disposal, inspection, and/or fines imposed as a result of any hazardous substances introduced on the Premises during this tenancy providing same has not been hereto introduced by Landlord during his use of the premises.
- C. Tenant shall indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including consultant fees, court costs and reasonable attorneys' fees, arising out of any breach of the foregoing warranty. Further, Tenant agrees to indemnify Landlord against any and all claims, demands, liabilities, losses and expenses, including reasonable consultant fees, court costs and reasonable attorneys' fees, arising from or caused in whole or in part, directly or indirectly, by (i) any release of Hazardous Materials by Tenant or Tenant's agents on the Premises or the Building during the term of this Lease; or (ii) Tenant's failure to comply with any hazardous materials laws with respect to the Premises. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by Tenant's representatives, contractors, assigns, invitees or any other occupant of the Premises (whether

or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Tenant's obligations pursuant to the foregoing warranty and indemnity shall survive the expiration or earlier termination of this Lease.

- D. Tenant shall make no structural modifications or improvements to the Premises without the prior written consent of Landlord. Any such structural modifications or improvements, unless otherwise agreed upon in writing, shall be at the sole expense of Tenant. Tenant intends to make improvements which shall be subject to Sections 9 and 10.

9. TENANT IMPROVEMENTS: All material changes, alterations or construction on or to the Premises by Tenant shall require the prior written consent of Landlord. Any changes, alterations, or construction referred to in this Section 9 (collectively "changes, alterations or improvements") by Tenant shall be made in all cases subject to the following conditions:

- A. No changes, alterations or improvements shall be undertaken by Tenant until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord shall join in the application for such permits or authorizations whenever such action is necessary.
- B. All changes, alterations or improvements shall be of such a character that, when completed, the economic value of the Premises shall be not less than the value of the Premises immediately prior to any such changes, alterations or improvements.
- C. All work done in connection with any changes, alterations or improvements made by Tenant shall be done in a good and workmanlike manner and in compliance with applicable building and zoning laws and with all other applicable laws, ordinances, orders, and requirements of all federal, state, and municipal governments and the appropriate departments, commissions, boards, and officers thereof; the Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied; and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted.
- D. Workers' compensation insurance covering all persons employed in connection therewith and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, or the Premises, and general liability and property damage insurance shall be maintained by the party responsible for paying for the specific alteration or improvement at all times when any work is in process in connection with any changes or alterations.
- E. All Contractors shall have sufficient liability insurance.
- F. Tenant shall not encumber the Premises in any manner in order to finance or pay for any change or alteration. Tenant shall not permit any mechanic liens to be placed against the Premises.

10. OWNERSHIP OF IMPROVEMENTS: All alterations, additions, erections or improvements on or in the Premises at the expiration of this Lease, shall be and become a part of the Premises, and shall remain upon and be surrendered with the Premises as a part thereof at termination of this Lease. Any equipment, furniture, or personal property belonging to Tenant or to any assignee or subtenant, if not removed at such termination and if the Landlord so elects, shall be deemed abandoned and become the property of the Landlord without any payment or offset. If the Landlord shall not so elect, the Landlord may remove such equipment, furniture, or property from the Premises and store them at the Tenant's sole risk and expense. The Tenant shall repair and restore, and save the Landlord harmless from, any and all damage to the Premises caused by such removal, whether by the Tenant or by the Landlord.

11. **SIGNS:** Tenant shall be permitted to maintain all signage created as of the Commencement Date for a period no longer than the term of the Initial Term. Tenant shall not place, nor have placed, any additional signage on or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall pay for making and installing all such signs. Upon the expiration of the term of this Lease, or any extension thereof, Tenant shall remove any and all of such signs and shall repair any damage to the Premises and adjacent grounds caused thereby at Tenant's expense. All Tenant signs shall comply with any and all applicable governmental laws, rules, regulations and ordinances.

12. INSURANCE:

Property Insurance. Landlord will maintain property insurance for the building and Tenant will be responsible for maintaining coverage on their own business personal property in the amount of 100% of its replacement costs. The Tenants shall be responsible for the Tenants Improvements and Betterment Insurance and shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

Liability Insurance. Tenant shall maintain liability insurance on the lease Premises including liquor liability insurance in a total aggregate sum of at least \$2,000,000.00 and \$1,000,000.00 per occurrence naming Landlord as additional insured. Landlord will maintain premises liability coverage in regards to its interest in the property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Landlord shall be named as an additional insured.

Workman's Compensation Insurance. Tenant shall carry all required Workman's Compensation Insurance.

To the extent of any and all insurance maintained by either Landlord or Tenant with respect to the Premises, Landlord and Tenant waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise against the other party in this Lease.

13. DESTRUCTION OR DAMAGE TO THE PREMISES: If the Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, then this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

- A. If the Premises are damaged but not wholly destroyed by any such casualties, and the Premises may be safely used for operating Tenant's business, then rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall, without delay, promptly restore the Premises to substantially the same condition as before such damage, whereupon full rental shall recommence. If the repairs are likely to take greater than 120 days, either party may terminate this lease. During the period of reconstruction, rent will abate if Tenant cannot use the Premises as a Specialty Grocery Market.
- B. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining property or any part of the building of which the Premises are a part, or for any loss or damage resulting to Tenant or its property from bursting, stoppage, or leaking of water, gas, sewer, or steam pipes.

any payment under its applicable insurance coverage or was otherwise damaged as a result of such failure.

3. The Indemnifying Party will have a period of 15 calendar days within which to respond in writing to any claim by an Indemnitee on account of an Indemnifiable Loss which does not result from a Third Party Claim (a "Direct Claim"). If the Indemnifying Party does not so respond within such 15 calendar day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnitee will be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions hereof.

4. If the amount of any Indemnifiable Loss, at any time subsequent to the making of a payment with respect thereto (an "Indemnity Payment"), is reduced by recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other entity, the amount of such reduction, less any reasonable unreimbursed costs, expenses, premiums or taxes incurred in connection therewith (together with interest thereon from the date of payment thereof at the annualized rate of interest equal to the "prime" rate of interest as publicly announced in the Wall Street Journal from time to time during the relevant period, calculated on the basis of the actual number of days elapsed over 365) will promptly be repaid by the Indemnitee to the Indemnifying Party. Upon making any Indemnity Payment the Indemnifying Party will, to the extent of such Indemnity Payment, be subrogated to all rights of the Indemnitee against any third party in respect of the Indemnifiable Loss to which the Indemnity Payment related; provided, however, that (i) the Indemnifying Party shall then be in compliance with its obligations under this Lease in respect of such Indemnifiable Loss and (ii) until the Indemnitee recovers fully payment of its Indemnifiable Loss, any and all claims of the Indemnifying Party against any such third party on account of said Indemnity Payment will be subrogated and subordinated in right of payment to the Indemnitee's rights against such third party in respect of the Indemnifiable Loss. Without limiting the generality or effect of any other provision hereof, the Indemnitee and Indemnifying Party will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

15. MECHANIC'S LIENS: Tenant shall not suffer or permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises.

16. CONDEMNATION: If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes of this lease, be condemned by any legally constituted authority for any public use or purpose, then this lease will terminate as of the date when possession thereof is taken by public authorities. Tenant shall promptly pay to landlord any outstanding rent as of the said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant, to the extent of their respective interest, to recover compensation and damage caused by condemnation from the condemner. Neither party shall have any rights in any award made to the other by any condemnation authority, notwithstanding termination of this lease.

17. ASSIGNMENT AND SUBLETTING: Tenant may not assign this lease or sublease all or portions of the Premises to others without the prior written consent of Landlord. Such consent may be withheld in Landlord's sole discretion.

A. Consent to any assignment or sublease shall not destroy this restrictive provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord.

14. **INDEMNITY:** Tenant agrees to hold harmless and indemnify Landlord against all claims for damages to persons or property attributable to Tenant's occupancy of the Premises or use thereof authorized by Tenant, and all expenses incurred by Landlord as a result thereof including reasonable attorneys' fees and court costs.

- A. Tenant agrees to indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about said Premises from any cause whatsoever, unless caused by the negligence or intentional acts of Landlord and/or its agents.
- B. To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any right of subrogation that may exist or arise as against the other party to this Lease.
- C. If any Indemnitee receives notice of assertion or commencement of any demand, claim or action by a third party for which the Indemnitee is entitled to indemnification (a "Third Party Claim") against such Indemnitee with respect to which an Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnitee will give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 15 calendar days after receipt of such notice of such Third Party Claim. Such notice will describe the Third-Party Claim in reasonable detail, will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party will have the right to participate in, or, by giving written notice to the Indemnitee, to assume, the defense of any Third Party Claim at such Indemnifying Party's own expenses and by such Indemnifying Party's own counsel (reasonably satisfactory to the Indemnitee), and the Indemnitee will cooperate in good faith in such defense.

1. If, within thirty calendar days after giving notice of a Third Party Claim to an Indemnifying Party, an Indemnitee receives written notice from the Indemnifying Party that the Indemnifying Party has elected to assume the defense of such Third Party Claim, the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third Party Claim within ten calendar days after receiving written notice from the Indemnitee or if the Indemnifying Party has not undertaken fully to indemnify the Indemnitee in respect of all Indemnifiable Losses relating to the matter, the Indemnitee may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection therewith. The Indemnifying Party will not enter into any settlement of any Third-Party Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder or any other material adverse effect on the Indemnitee and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party will give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within ten calendar days after its receipt of such notice, the Indemnitee may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim will not exceed the amount of such settlement offer, plus costs and expenses paid or incurred by the Indemnitee through the end of such ten calendar day period.

2. A failure to give timely notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party which was entitled to receive such notice was deprived of its right to recover

- B. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liabilities hereunder.

18. REMOVAL OF FIXTURES: Tenant may (if not in default of this lease) within thirty (30) days prior to the expiration of this lease, or any extension thereof, remove all removable, non-permanent fixtures, such as equipment and modular cabinetry installed by Tenant, provided Tenant repairs all damage to Premises caused by such removal.

19. EVENTS OF DEFAULT AND REMEDIES:

A. The following shall be events of default:

1. The Tenant shall have failed to pay any installment of Rent, or any other amount payable when due, and such failure shall continue for a period of more than ten (10) days after the date such installment or amount was due;
2. There shall be a default of or with any condition, covenant, agreement or other obligation on the part of the Tenant to be kept, observed or performed hereunder (other than a condition, covenant, agreement or other obligation to pay Rent, or any other amount of money) and such default shall be continuing for a period of more than thirty (30) days after written notice by the Landlord to the Tenant specifying the default and requiring that it discontinue;
3. The Premises shall, without the prior written consent of the Landlord, be used by any persons other than the Tenant or its permitted assigns or sub-tenants or for any purpose other than that for which they were leased or occupied or by any persons whose occupancy is prohibited by this Lease;
4. The Premises shall be vacated or abandoned, or remain unoccupied without the prior written consent of the Landlord for fifteen (15) consecutive days or more while capable of being occupied;
5. Any of the goods and chattels of the Tenant located in the Premises, shall at any time be seized in execution or attachment; or
6. The Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or, if a corporation, shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or a trustee, receiver or receiver-manager or agent or other like person shall be appointed of any of the assets of the Tenant.

B. Remedies of Landlord in the event of default In the event of Tenant's default and failure to cure the default as defined above, Landlord, in addition to any other remedies available to Landlord pursuant to law or equity shall have the following rights and remedies all of which are cumulative and not to the exclusion of any other or additional rights and remedies.

1. To terminate this Lease and Tenant shall surrender the Premises to Landlord within ten (10) days of notice;
2. To enter and take possession of the Premises with process of law and to remove Tenant, with or without having terminated this Lease;
3. To alter the locks and other security devices at the Premises;

4. If Landlord either terminates this Lease or terminates Tenant's right to possess the Premises because of a default, Tenant shall be liable to Landlord for all Rent and any other indebtedness accrued to the date the Lease terminates. In addition, Tenant shall also be liable to Landlord for all Rent and any other indebtedness that otherwise would have been payable by Tenant during the remainder of the term of the Lease had there been no default. All Rent owed by Tenant to Landlord shall bear interest at the rate of twelve percent (12%) per annum from the due date and until paid. Further, Tenant shall be liable to Landlord for all costs incurred by Landlord in obtaining possession and enforcing its remedies, including reasonable attorney fees and court costs; the costs of removing and storing Tenant's property; the costs of remodeling, altering and repairing the Premises reasonably necessary for a new tenant; all costs of reletting the Premises, including real estate commissions; and any other necessary and reasonable expenses incurred by Landlord in enforcing its remedies under this Lease.

20. DEFAULT BY LANDLORD: Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease and, as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Building as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building.

21. RELETTING BY LANDLORD: Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this Lease, may, at Landlord's option, enter upon and rent the Premises at the best price obtainable by reasonable effort at the best fair market rate Landlord can obtain. Landlord has the continuing duty to mitigate damages in the event of Tenant's breach by exerting reasonable efforts to relet the Premises. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent thereunder and the price obtained by Landlord on reletting, plus all costs and reasonable attorney's fees incurred by or against Landlord in enforcing any of the provisions of this lease.

22. MORTGAGEE'S RIGHTS: Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may thereafter be placed upon the Premises by Landlord. Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the said Premises and on the land and buildings of which the said Premises are a part or upon any buildings hereafter placed upon the land of which the Premises form a part. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant, to execute and deliver any such instrument or instruments for and in Tenant's name.

23. NO ESTATE IN LAND: This contract shall create the relationship of Landlord and Tenant between the parties thereto; no estate shall pass out of Landlord.

24. HOLDING OVER: If Tenant remains in possession of Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant-at-will at one hundred fifty percent (150%) of the rental rate in effect at the end of the lease term, and there shall be no renewal of this lease by operation of law.

25. ATTORNEYS' FEES AND COSTS: In any enforcement action by Landlord hereunder, the Landlord shall be entitled to reasonable attorneys' fees and costs thereof.

26. SERVICE OF NOTICE: Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of Premises at the time, or occupying said Premises, and if no person is in charge of, or occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to said Premises. A copy of all notices under this lease shall also be sent to Tenant's last known address, if different from said Premises. Notice will also be effective if delivered by email.

27. WAIVER OF RIGHTS: No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with Tenant's obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

28. DEFINITIONS: "Landlord" as used in this lease shall include the party named herein as Landlord, its heirs, representatives, assigns, and successors in title to the Premises. "Tenant" shall include the party named herein as Tenant, its heirs and representatives, and if this lease shall be validly assigned or sublet, shall include Tenant's assignees or subleases, as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

29. RIGHT OF ENTRY: Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers, or to make such decorations, repairs, alterations, improvements or additions as Landlord shall deem necessary or desirable. Landlord will give Tenant reasonable notice of its requirements, and will be responsible for conducting such work so as not to impair Tenant's use and enjoyment of the Premises.

30. BROKERS: Tenant represents and warrants to Landlord that Tenant has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that Tenant knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify the Landlord for any breach of the warranty given by Tenant in this Section.

31. CONTINGENCY: This Lease is contingent upon Tenant obtaining financing to construct its improvements. Tenant shall have ninety (90) days to obtain the financing from the date of this Lease.

32. RENEWAL OPTION: If Tenant is not in default under this Lease, Tenant shall have two three-year options to renew this Lease, provided Tenant gives Landlord no less than six (6) months written notice of election to renew.

The terms of the renewal term shall be the same as the base lease except rent shall adjust to market rent.

THIS LEASE contains the entire agreement of the parties thereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

Landlord:

By: Nelse Hendricks
Nelse Hendricks

By: Joyce L. Hendricks
Joyce Hendricks

Tenant:
Fisch Management LLC

By: _____



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: 10/10/2017 08:41 AM
ID Number: 20171763502
Document number: 20171763502
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Fisch Management LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

2299 W Main Street

(Street number and name)

Littleton

(City)

CO

(State)

80120

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Fischer

(Last)

Kurt

(First)

Leonard

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

7305 S Houstoun Waring Cr

(Street number and name)

Littleton

(City)

CO

(State)

80120

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____ (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Fischer Kurt Leonard
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address 7305 S Houstoun Waring Cr
(Street number and name or Post Office Box information)

Littleton CO 80120
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

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

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

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

☐ This document contains additional information as provided by law.

8. (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)

Notice:

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 the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

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

FISCHER	Kurt	Leonard	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
7305 S Houston Waring Cr			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Littleton	CO	80120	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

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

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Fisch Management LLC

is a

Limited Liability Company

formed or registered on 10/10/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171763502 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2019 that have been posted, and by documents delivered to this office electronically through 11/07/2019 @ 15:01:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/07/2019 @ 15:01:54 in accordance with applicable law. This certificate is assigned Confirmation Number 11901069 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

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.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20171763502</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Fisch Management LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Grande Market of Littleton

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Convenience store with beer sales

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

☐ This document contains additional information as provided by law.

5. *(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 are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

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

<u>Fischer</u>	<u>Kurt</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>2941 W Centennial Drive Apt 103</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>LITTLETON</u>	<u>CO</u>	<u>80123</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country – if not US)</small>	

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City Clerk
2255 West Berry Avenue
Littleton, Colorado 80120
303-795-3753 • Fax 303-795-3818

November 8, 2019

Colorado Department of Revenue
Liquor Enforcement Division
P O Box 17087
Denver, CO 80217-0087

RE: Concurrent Review of New Application

Enclosed is a **Fermented Malt Beverage** liquor license application for Fisch Management LLC doing business as Grande Market of Littleton. Included are appropriate fees.

The applicant has requested a concurrent review by the State. The matter is scheduled to go before the Littleton Licensing Authority on December 11, 2019. The premise is under construction and is nearing completion. A late December open is anticipated.

Thank you for your attention to this matter. If you need any further information, please contact the City Clerk's office at 303-795-3780.

Sincerely,

Colleen L. Norton
Deputy City Clerk

enclosures