

Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input 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) Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor Local License Fee \$ _____ 			
1. Applicant is applying as a/an <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation CraftPour, Inc		FEIN Number 81-2395169	
2a. Trade Name of Establishment (DBA) Pour Tap House		State Sales Tax Number 299773344	Business Telephone 303-514-1979
3. Address of Premises (specify exact location of premises, include suite/unit numbers) Tract B, Tumberry Marketplace, Filing No 1 (aka 12433 E 104th Place)			
City Commerce City	County Adams	State CO	ZIP Code 80022
4. Mailing Address (Number and Street) 16465 E 107th Place	City or Town Commerce City	State CO	ZIP Code 80022
5. Email Address info@pourtaphouse.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..... \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <input type="checkbox"/> Master File Location Fee\$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 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"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (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	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 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 checked="" 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"/> 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 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)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....\$600.00			
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
			\$

7. Is 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) or manager under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has 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) or manager 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 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"/>
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"/>
Waiver by local ordinance? Other: _____					or <input type="checkbox"/> <input type="checkbox"/>
11. 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.					<input type="checkbox"/> <input checked="" type="checkbox"/>
12. 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 <i>Primal Fit, Inc</i>		Tenant <i>CraftPower, Inc</i>		Expires <i>2022</i>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram and outline or designate the area to be licensed (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".					
13. 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
Last Name		First Name		Date of Birth	FEIN or SSN
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.					
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					<input type="checkbox"/>
15. Liquor Licensed Drug Store applicants, answer the following:					
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.					<input type="checkbox"/> <input checked="" type="checkbox"/>
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation					
(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 checked="" type="checkbox"/>
(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 checked="" type="checkbox"/>
(c) How long has the club been incorporated?					<input type="checkbox"/>
(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 checked="" type="checkbox"/>
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:					
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)					<input type="checkbox"/> <input checked="" type="checkbox"/>
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)					
Last Name of Manager		First Name of Manager		Date of Birth	
18b. 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 type="checkbox"/> <input checked="" type="checkbox"/>
Name		Type of License		Account Number	
19. Tax Distraint Information. Does the applicant or any other person listed on this application and 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 distraint issued to them by the Colorado Department of Revenue?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If yes, provide an explanation and include copies of any payment agreements.					

20. 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 Jesse R Marquez, Jr	Home Address, City & State 16465 E 107th Place, Commerce City, CO	DOB 12/15/78	Position President	% Owned 40
Name Damion Schulte	Home Address, City & State 17202 Parkside Drive S, Commerce City, CO	DOB 2/14/79	Position Vice-President	% Owned 30
Name Donald R Butcher, Jr	Home Address, City & State 17923 E 104th Pl Unit F, Commerce City, CO	DOB 11/3/79	Position Vice-President	% Owned 30
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 question #20

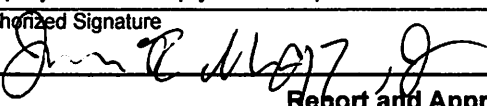
** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

** 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 ownership in a prohibited liquor license pursuant to Title 47 or 48, 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 	Printed Name and Title Jesse R Marquez, Jr. President	Date 10/10/16
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 11/22/2016	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) 2/3/2017
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) nas:

☒ Been fingerprinted

☒ Been 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

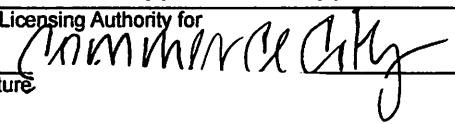
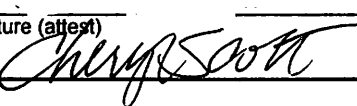
(Check One)

☐ Date of inspection or anticipated date _____

☒ Will conduct inspection upon approval of state licensing authority

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.

Therefore, this application is approved.

Local Licensing Authority for 	Telephone Number 303-227-8791	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print Cheryl Scott	Title Deputy City Clerk
Signature (attest)	Print	Date 2/3/2017

25'

Back
Door

Womens
Room

Mens Room

Cooler

BAR
Back

Bar Counter

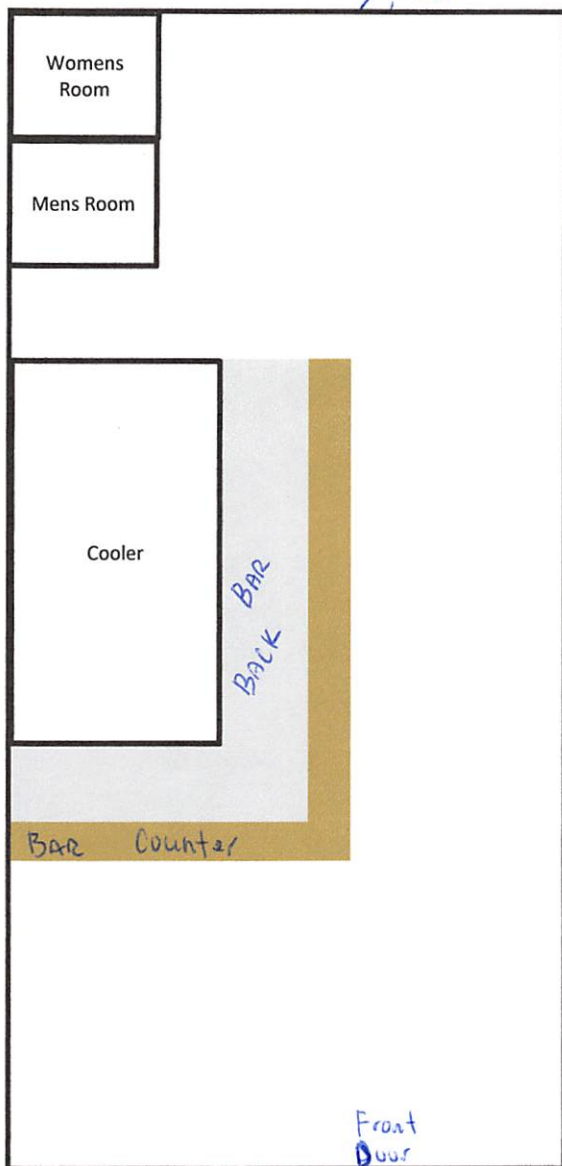
60'

Front
Door

Outdoor
patio

wrought
Iron
fence

Gate
entry



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Incorporation

with Document # 20161293697 of
CraftPour, Inc

Colorado Corporation

(Entity ID # 20161185163)

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2016 that have been posted, and by documents delivered to this office electronically through 04/28/2016@ 19:59:58.

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 04/28/2016 @ 19:59:58 in accordance with applicable law. This certificate is assigned Confirmation Number 9625892



A handwritten signature in blue ink, reading 'Wayne W. Williams', is written over a horizontal line.

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.

Colorado Secretary of State
Date and Time: 04/26/2016 10:13 AM
ID Number: 20161185163
Document number: 20161293697
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

CraftPour, Inc

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

2. The principal office address of the corporation's initial principal office is

Street address

16465 E 107th Place

(Street number and name)

Commerce City

(City)

CO

(State)

80022

(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 corporation's initial registered agent are

Name

(if an individual)

Marquez

(Last)

Jesse

(First)

R

(Middle)

Jr.

(Suffix)

or

(if an entity)

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

Street address

16465 E 107th Place

(Street number and name)

Commerce City

(City)

CO

(State)

80022

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO

(State)

(ZIP/Postal Code)

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

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

4. The true name and mailing address of the incorporator are

Name
(if an individual) Marquez Jesse R Jr.
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 16465 E 107th Place
(Street number and name or Post Office Box information)
Commerce City CO 80022
(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 corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☒ The corporation is authorized to issue 100 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (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.

7. (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.

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

<u>Marquez</u>	<u>Jesse</u>	<u>R</u>	<u>Jr.</u>
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>16465 E 107th Place</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Commerce City</u>	<u>CO</u>	<u>80022</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<hr/>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(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, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CraftPour, Inc

is a

Corporation

formed or registered on 04/26/2016 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 20161185163 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/16/2016 that have been posted, and by documents delivered to this office electronically through 09/19/2016 @ 13:00:48 .

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 09/19/2016 @ 13:00:48 in accordance with applicable law. This certificate is assigned Confirmation Number 9841914 .



A handwritten signature in cursive script, reading 'Wayne W. Williams'.

Secretary of State of the State of Colorado

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

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SHOPPING CENTER LEASE AGREEMENT

1. **PARTIES.** This SHOPPING CENTER LEASE AGREEMENT ("Lease") is between PRIMAL FIT INC, herein referred to as "Landlord", and CraftPour, Inc d/b/a Pour Tap House, collectively herein referred to as "Tenant".

2. **PREMISES.** Landlord hereby leases to Tenant and Tenant takes and leases from Landlord, upon the terms and conditions hereinafter set forth, the premises described in Exhibit A (the "Leased Premises") and shown outlined in black and cross-hatched on the site plan in Exhibit B (the "Site Plan"), both of which have been initialed by the parties and are a part of the Lease. Landlord grants Tenant and its employees, patrons, and visitors a non-exclusive easement for parking and for use of any means of ingress and egress in, to and from the Shopping Center now or hereafter existing, including, but not limited to, driveways, loading areas, curb cuts, sidewalks and parking areas, in common with Landlord and Landlord's other tenants (the "Common Area"). Tenant and Landlord agree that, by dividing (a) the amount of gross leasable square feet of the Leased Premises (1,500 sf currently) by (b) the total amount of gross leasable square feet of all buildings in the Shopping Center (9,000 sf proposed, whether or not leased or occupied), the "Pro Rata Share" equals 16.7 percent (17%).

3. **PREMISES CONDITION.** Tenant accepts the Leased Premises AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR GUARANTEE AS TO THE CONDITION OF THE LEASED PREMISES NOR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. Tenant shall do all things necessary to prepare the Leased Premises for its use. No representation or agreement to perform any work, except as specifically provided for herein, is made by Landlord. Furthermore, Landlord assumes no liability for Tenant's failure or inability to obtain any permits, authorization, or any other governmental approvals necessary for Tenant to occupy the Leased Premises for the purpose herein stated.

4. **TERM.** Unless sooner terminated or extended as herein provided, the term of this Lease shall be for Five (5) years. The Term shall commence on the first day of the first calendar month following the earlier of: (i) the date that Tenant has delivered to Landlord written notice of satisfaction or waiver of all conditions precedent hereunder; or (ii) the date that Tenant opens for business ("Commencement Date"). The lease commencement date is currently estimated to be June 2017.

5. Landlord grants to Tenant One (1) successive option to extend the Term upon the same terms, covenants and conditions of this Lease, for Five (5) years (the "Extended Term"). If Tenant elects to exercise one option, Tenant shall notify Landlord at least one hundred eighty (180) days prior to the expiration of the Term in effect at the time of the notice. As used herein, "Term" shall refer to both the original Term and any Extended Term.

6. **RENT.** Tenant agrees to pay Landlord or its designee rent ("Base Rent") in the amount set forth in the table below, plus applicable rent taxes, if any, per month for each and every month during the Term and any Extended Term, in advance on or before the first (1st) day of each month, unless abated or diminished as provided herein. Should the Commencement Date occur on a day other than the first day of a calendar month, monthly Base Rent shall be apportioned for that month only and shall be payable together with the monthly Base Rent for the second full month of the Term. Rent may be paid by check and sent by ordinary first class mail to Landlord at the address set forth in Article 23 below, or at Tenant's election, by ACH transfer to an account designated from time to time by Landlord. Landlord shall designate an account for ACH transfer promptly upon receipt of written request from Tenant.

Lease Year	Monthly Base Rent	Annual Base Rent
Year 1*	\$3,750	\$45,000
3% annual increases		

Tenant's obligations to pay for or reimburse Landlord for the cost of utilities (as provided in Article 7), are sometimes referred to herein as "Additional Rent." Additional Rent and Base Rent may be referred to collectively as "Rent."

Landlord acknowledges receipt of the sum of Three thousand seven hundred fifty dollars (\$3,750.00) in payment of the Base Rent due for the first month and the sum of Three thousand seven hundred fifty dollars (\$3,750.00) as a deposit ("Deposit") to secure performance of this Lease. Notwithstanding anything contained herein to the contrary or any legal requirement to the contrary, (i) Landlord may commingle the Deposit with any other funds of Landlord whether such funds are of similar or dissimilar origin or purpose, and (ii) no interest shall be earned, paid, payable or owing to Tenant with respect to the Deposit.

7. **USE.** The Leased Premises are to be used for the onsite consumption of Beer and Wine and coffee for no other purpose whatsoever. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for such use. State Liquor Code and Colorado Revised Statutes require vendors to have sandwiches and light snacks available for consumption on the premises during business hours.

8. **UTILITIES.** Tenant agrees to timely pay all charges for gas, electricity, telephone, sewer, water and any other utilities used by Tenant on the Leased Premises. Tenant shall pay all water meter and tap fees and charges related to the Leased Premises as well as electric and gas (if applicable) meter and hookup fees. Landlord will be responsible for ensuring that all billing statements for all separately metered utilities will be mailed directly to Tenant for payment. For separately or submetered services, Tenant shall pay the utility bills directly to the utility provider. Tenant shall reimburse Landlord for its share of the utilities it uses as reasonably determined by Landlord, within thirty (30) days of receipt of written notice from Landlord of the amounts due, which will include a copy of the utility company invoice(s).

9. **TAXES.** Landlord shall be solely responsible for all ad valorem taxes relating to the Leased Premises.

10. **MAINTENANCE.** In addition to Landlord's obligations with respect to the Common Area as set forth in Article 31 below, at all times during the Term and Extended Term, Landlord agrees: (i) to maintain the foundation (including the slab), and structural soundness of the Leased Premises and of the Shopping Center, and further, without limitation (ii) to keep in good repair the plumbing and electrical wiring servicing the exterior of the Leased Premises, (iii) to maintain in good repair the roof of the Leased Premises and Shopping Center buildings, and (iv) to maintain in good repair the exterior of the Leased Premises and of the Shopping Center. Tenant agrees at its sole expense to keep the interior of the Leased Premises in good repair including electrical, plumbing, heating and air conditioning equipment located in or beneath the Premises, as well as any HVAC equipment exclusively serving the Leased Premises and shall be solely responsible for all glass.

11. **ALTERATIONS.** Tenant shall not make any alterations, additions or improvements, including, but not limited to, any alterations to the sign, marquee, or awning, without securing Landlord's prior written consent. Any such alterations, additions or improvements shall be made by Tenant in a good workmanlike manner without cost to Landlord and free and clear of mechanics' and materialmen's liens. All alterations, additions or improvements shall become the property of Landlord; however, on written notice to Tenant prior to the expiration of this Lease, Tenant agrees to remove said alterations, additions, or improvements and to restore the Leased Premises to their original condition, at Tenant's sole cost and expense.

12. **TRADE AND OTHER FIXTURES.** Tenant may install or cause to be installed such equipment and trade or other fixtures as are reasonably necessary for the operation of its business. Such equipment and trade or other fixtures shall remain personal property. Upon Tenant's removal of the trade or other fixtures, Tenant shall repair any damage to the Leased Premises caused by such removal.

13. **CASUALTY.** Upon the occurrence of any casualty or peril, Tenant shall give immediate notice to Landlord. If, in the reasonable business judgment of Landlord, the Leased Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty other than an insured casualty, Landlord may either promptly and diligently restore the Leased Premises at Landlord's expense, in which event all Rent shall abate from the date of such occurrence until the Leased Premises are so restored, or Landlord may terminate this Lease effective as of the date of the occurrence of the casualty. If, in the opinion of Landlord, the Leased Premises are not thereby rendered substantially unfit for occupancy or use, or if rendered substantially unfit for occupancy or use and Landlord has so elected to repair or restore, Landlord shall promptly and diligently cause the Leased Premises to be repaired or restored and this Lease shall remain in full force and effect and Rent shall equitably abate from the occurrence of such casualty until completion of the repair or restoration.

14. **HOLD HARMLESS.**

a. Landlord shall not be liable to Tenant or Tenant's employees, patrons or visitors for any damage to persons or property caused by any action, omission or negligence of Tenant, its employees, patrons and visitors, and Tenant agrees to hold Landlord harmless from all claims for any such damage; nor shall Landlord be liable for any damage to persons or property due to the Leased Premises or any part or appurtenance thereof being improperly constructed, or being or becoming out of repair, and Tenant accepts said Leased Premises as suitable for the purposes for which the same are leased, and accepts the said Leased Premises and each and every appurtenance thereof and waives defect therein. Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation asserted by any third party, arising from any damage or injury caused by the use of the Leased Premises by Tenant, its agents, employees or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from acts or omissions of Landlord.

b. It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this Lease in the event of a breach or default by Landlord of any of its obligations under the Lease. Tenant shall look solely to the equity of Landlord in the Leased Premises for the satisfaction of Tenant's remedies.

15. **LIABILITY INSURANCE.** Tenant agrees at Tenant's expense to procure and maintain continuously throughout the Term of this Lease, commercial general liability insurance, written on an "occurrence" basis, covering the Leased Premises with limits not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage and subject to a policy aggregate of not less than \$4,000,000 for all occurrences during the policy period. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Each year during the Term, Tenant shall furnish Landlord a certificate from the insurer evidencing such coverage and naming Landlord as additional insured under the policy, and provided that thirty (30) days' prior written notice will be given to Landlord before the policy may be cancelled or materially changed.

16. **WAIVER OF SUBROGATION.** Tenant hereby waives on behalf of itself and its insurers (none of which shall ever acquire any claim by subrogation or otherwise), all claims and causes of action against Landlord and its employees for any loss or damage that could be covered by insurance even if not actually so covered. All of Tenant's insurance policies shall contain (and Tenant shall furnish Landlord satisfactory

evidence that the policies actually do contain) appropriate provisions or endorsements effectuating the forgoing waiver.

17. **COMPLIANCE WITH LAWS.** Tenant agrees to promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal, Provincial, or other lawful authority pertaining to the use and occupancy of the Leased Premises.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or allow the same to be assigned by operation of the law or otherwise or sublet the Leased Premises or any part thereof or use or permit same to be used for any purpose other than as specified above, without Landlord's prior written consent. Any such assignment or sublease made with Landlord's written consent shall be subject to all of the terms and conditions of this Lease and Tenant shall remain primarily liable for the payment of Rent and the performance of all of the terms and conditions. Any sublease or assignment made without Landlord's written consent shall, at Landlord's option, be deemed a default.

19. **BANKRUPTCY.** Should Tenant make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Landlord, at its option, may terminate all rights of Tenant under this Lease.

20. **EMINENT DOMAIN.** If all or any part of the Leased Premises is taken under the power of eminent domain or conveyed under threat of condemnation proceedings and Landlord shall determine that the remainder is inadequate or unsatisfactory for the purpose of this Lease, which determination shall not be arbitrarily or capriciously made, then this Lease shall terminate effective as of the date Tenant is required to give up the right to occupy or use the Leased Premises. Tenant shall have no right to make any claim against Landlord because of such termination. The entire award shall belong to Landlord, provided that Landlord expressly grants to Tenant the right to make a claim for a separate award for loss of business goodwill, relocation expenses, loss or damage to fixtures and improvements made by Tenant to the Leased Premises, and any other claims that Tenant is permitted or elects to make.

21. **ATTORNEY'S FEES.** Tenant hereby covenants and agrees to pay Landlord, within ten (10) days of receipt of a statement from Landlord, the amount Landlord has paid or will pay for legal fees, court costs, investigative and related expenses arising from, under or relating to any default or alleged default by Tenant under this Lease, whether or not Landlord elects to terminate the Lease and whether or not a legal proceeding is filed or an action commenced. It is the intent of the parties that the provisions of this paragraph continue after the expiration or earlier termination of this Lease. In the event of litigation between the parties pertaining to this Lease, the prevailing party shall be entitled to recover expenses and costs, including, but not limited to, reasonable attorney's fees incurred as a result thereof from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue taken as a whole.

22. **DEFAULT.**

a. In case of default by the Tenant in any payment of Rent or other monetary obligation or in the event of any default other than payment of any Rent or other monetary obligation and such default continues for a period of ten (10) days after Landlord notifies the Tenant of such default, Landlord may at its option immediately or at any time thereafter exercise any one or more of the following remedies, consecutively or simultaneously, without notice or demand:

i. Landlord may cure (or pay towards the cure of) Tenant's default by drawing upon the Deposit; or

ii. Landlord shall have the right to declare the forfeiture of this Lease and acceleration of the Term or Extended Term by giving Tenant written notice thereof, in which event Tenant shall immediately vacate the Leased Premises and pay to Landlord the sum of (i) all Rent and other sums accrued hereunder through the date of termination, and (ii) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term or Extended Term; or

iii. Landlord may elect to terminate Tenant's right of possession and enter and take possession of all or any portion of the Leased Premises and any equipment or personal property of Tenant, without electing to terminate this Lease, in which event Landlord shall endeavor to relet the Leased Premises for such term or terms and such rentals as Landlord, in its discretion, deems sufficient with the right to make such repairs (including removal of any Tenant's alterations) and to provide such Tenant improvement allowances or upfit costs as are the customary based on current market conditions. Upon such reletting by Landlord, the rents and all other sums received by Landlord from such reletting shall be applied first to the payment of the reasonable cost and expenses of such reletting (including the foregoing costs and expenses, and including reasonable brokers' commissions that Landlord may incur in connection with such reletting allocable to the remaining period of the Term or Extended Term); second to the payment of Rent and other charges due hereunder from Tenant to Landlord, and the residue, if any, shall be held by Landlord and applied to the payment of future Rent and other charges as the same may become due and payable hereunder; or

iv. In addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the right to continue this Lease in full force and effect, whether or not Tenant shall have abandoned the Leased Premises. In the event Landlord elects to continue this Lease in full force and effect pursuant to this section, then Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent as it becomes due. Landlord's election not to terminate this Lease pursuant to this section or pursuant to any other provision of this Lease, at law or in equity, shall not preclude Landlord from subsequently electing to terminate this Lease or pursuing any of its other remedies; or

v. All covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. If an event of default shall have occurred with respect to the payment by Tenant of any sum of money (other than Rent) or the performance by Tenant of any other act on its part to be paid or performed by Tenant hereunder, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts shall be payable as Additional Rent by Tenant to Landlord within ten (10) days after demand therefor, together with late charges and interest thereon from the date of any such expenditures by Landlord until paid at the rate set forth below. Landlord, its agents, contractors, servants and employees may enter the Leased Premises upon reasonable notice (except in the event of an emergency, in which case, Landlord may enter the Leased Premises at all times without notice), (i) to examine the same; (ii) to perform any obligation, or exercise any right or remedy of Landlord under this Lease; (iii) to perform work reasonably necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; and (iv) to perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Leased Premises should Tenant fail to commence its required repairs within ten (10) days after written demand by Landlord or, after commencing such repairs, fail to diligently pursue same to completion. If Landlord makes any repairs which Tenant is obligated to make pursuant to the terms of this Lease, Tenant shall pay the cost of the repair to Landlord, as Additional Rent,

promptly upon receipt of an invoice for same accompanied by reasonable supporting documentation.

Rent or any other amounts payable to Landlord not paid when due shall bear interest from the date due until paid at ten percent (10%) per annum or the maximum rate then permitted by law.

b. **Chronic Delinquency.** In the event the Tenant defaults in its obligations under this Lease more than three (3) times in any twelve-month period at any time during the Term of this Lease, and based upon at least three (3) of any such defaults in any twelve-(12-) month period Landlord serves Tenant with a notice or notices pursuant to civil procedures prescribed by law, then (i) upon the service of the third such notice, any option to extend the Term of this Lease granted to Tenant shall become automatically null and void and of no further force or effect, and (ii) upon the occurrence of any additional default within such twelve (12) month period that results in the service of an additional notice by Landlord, Base Rent by Tenant shall immediately become due and payable quarterly in advance, throughout the remainder of the Term .

23. **HOLDING OVER.** Should Tenant hold over the Leased Premises, or any part thereof, after the expiration of the Term or Extended Term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as a tenancy from month to month only, at a monthly rental equal to two hundred percent (200%) of the Base Rent paid for the last month of the Term of this Lease.

24. **NOTICES.** Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, or by nationally-recognized overnight courier, to the addressee set forth hereinafter, or to such other address as the parties may mutually agree by amendment of this Lease.

LANDLORD: Primal Fit, Inc.
16465 E 107th Place
Commerce City, CO 80022

TENANT: CraftPour, Inc
Dba: Pour Tap House
16465 E 107th Place
Commerce City, CO 80022
Attn: Jesse Marquez

25. **COMPLETE AGREEMENT.** This Lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided. This Lease merges all prior negotiations and understandings between the parties and constitutes their entire agreement which is binding upon Tenant and the heirs, executors, administrators, successors and assigns of Tenant when executed by Tenant, and is binding upon Landlord, its successors and assigns, only if executed by a Vice President or Attorney-in-Fact of Landlord, regardless of any written or verbal representation of any agent, manager or other employee of Landlord to the contrary.

26. **NON-WAIVER.** The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

27. **BROKER.** Tenant and Landlord covenant, warrant and represent that to their knowledge, there is no broker representing Landlord or Tenant in the negotiations or consummation of this Lease. Landlord shall pay the commission in accordance with a separate agreement between Landlord and Broker. Tenant and Landlord agree to hold the other harmless against any claim by another broker for a commission resulting from any act of it.

28. **CONDITIONS PRECEDENT.** Tenant shall promptly proceed to satisfy each of the following conditions precedent.

a. all permits and approvals required for the construction or installation of Tenant's business having been obtained by and at the expense of Tenant;

b. all permits and approvals required for the installation of Tenant's fascia signs on the Leased Premises having been obtained by and at the expense of Tenant;

c. all permits, licenses and approvals required for Tenant to operate its business having been obtained by and at the expense of Tenant; and

d. Landlord has approved, in writing, Tenant's build-out plans and signage.

29. **ESTOPPEL CERTIFICATE.** Tenant shall, within ten (10) days of receipt of request, execute for Landlord an estoppel certificate concerning the terms of this Lease.

30. **SUBORDINATION.** Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Leased Premises. Tenant agrees to comply with reasonable requests for execution of documentation to affect this subordination of its leasehold interest.

31. **RECORDATION.** This Lease or any form of a memorandum or short form lease shall not be filed for public record.

32. **COMMON AREA.** At all times during the Term, Landlord shall be responsible for maintaining, cleaning, ice and snow removal, and lighting the Common Area and maintenance, repair or replacements where warranted of (i) the roof of the Shopping Center, including without limitation the Leased Premises, and without limitation (ii) all landscaping, parking and driveway areas of the Shopping Center. In addition, Common Expenses include the following: (i) all expenses related to the operation, maintenance, or repair of the Shopping Center; (ii) all supplies and materials used in the operation, maintenance or repair of the Common Area of the Shopping Center, including any exterior landscaping; (iii) costs of utilities for the Common Area; and (iv) all expenses related to the repair, service, or maintenance of the Common Area, and the equipment therein, including roof repairs and common signage maintenance (collectively, the "Common Expenses"). Common Expenses may also include the cost of insurance required to be obtained by Landlord pursuant to this Lease. Tenant shall bear its Pro Rata Share of such Common Expenses. Landlord shall invoice Tenant for Tenant's share of such Common Expenses on a monthly or calendar quarter basis, at Landlord's option. Tenant's Pro Rata Share of the Common Expenses will be due and payable within ten (10) days of receipt of Landlord's invoice.

33. **RESTRICTIONS.** Tenant shall comply with all restrictions as set forth by Turnberry Marketplace subdivision documents.

34. **LIENS.** Tenant shall keep the Leased Premises and the Shopping Center free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Leased Premises. If Tenant disputes the correctness or validity of any claim of lien, Tenant shall

within ten (10) days after written request by Landlord record such bonds that will release said Shopping Center from the lien claimed. If final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a lien claim and suit to foreclose the lien has been filed, then Landlord may, but shall not be obligated to pay the said claim and any costs and fees related thereto, and the amount so paid, together with reasonable attorney's fees incurred by Landlord in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant agrees to and shall pay the same with interest at ten percent (10%) per annum from the date of Landlord's payments.

33. **RIGHT TO INSPECT AND ACCESS PREMISES.** Landlord and its agents and representatives shall have the right to enter into or upon the Leased Premises at reasonable times for the purpose of examining the same and/or for the purpose of conducting any maintenance deemed necessary by Landlord in its sole discretion.

34. **Intentionally left blank.**

35. **MISCELLANEOUS.**

a. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

b. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and each remaining term, condition, covenant, or provision of this Lease shall be valid and be enforced to the fullest extent permitted by law; and it is further the intention of the parties that in lieu of such illegal, invalid or unenforceable provision, the parties (or any court having jurisdiction) shall substitute a legal, valid and enforceable provision consistent, to the maximum extent practicable, with the intention of the parties as to such illegal, invalid or unenforceable provision.

c. This Lease shall be governed by and construed according to the laws of the state where the Premises is located.

d. **Time of Essence.** The parties agree that time is of the essence for the performance of the parties' obligations under this Lease.

[Signature page follows.]

EXECUTED by LANDLORD this 1 day of Oct, 2016.

LANDLORD:

Primal Fit, INC.

By: Jim R. Mangan
President

EXECUTED by TENANT this 1 day of October, 2016.

TENANT:

CraftPour, Inc dba Pour Tap House

By: [Signature]
Its: Anthony J. Simon / VP

- ☐ Exhibit A - Description of Leased Premises
- ☐ Exhibit B - Site Plan

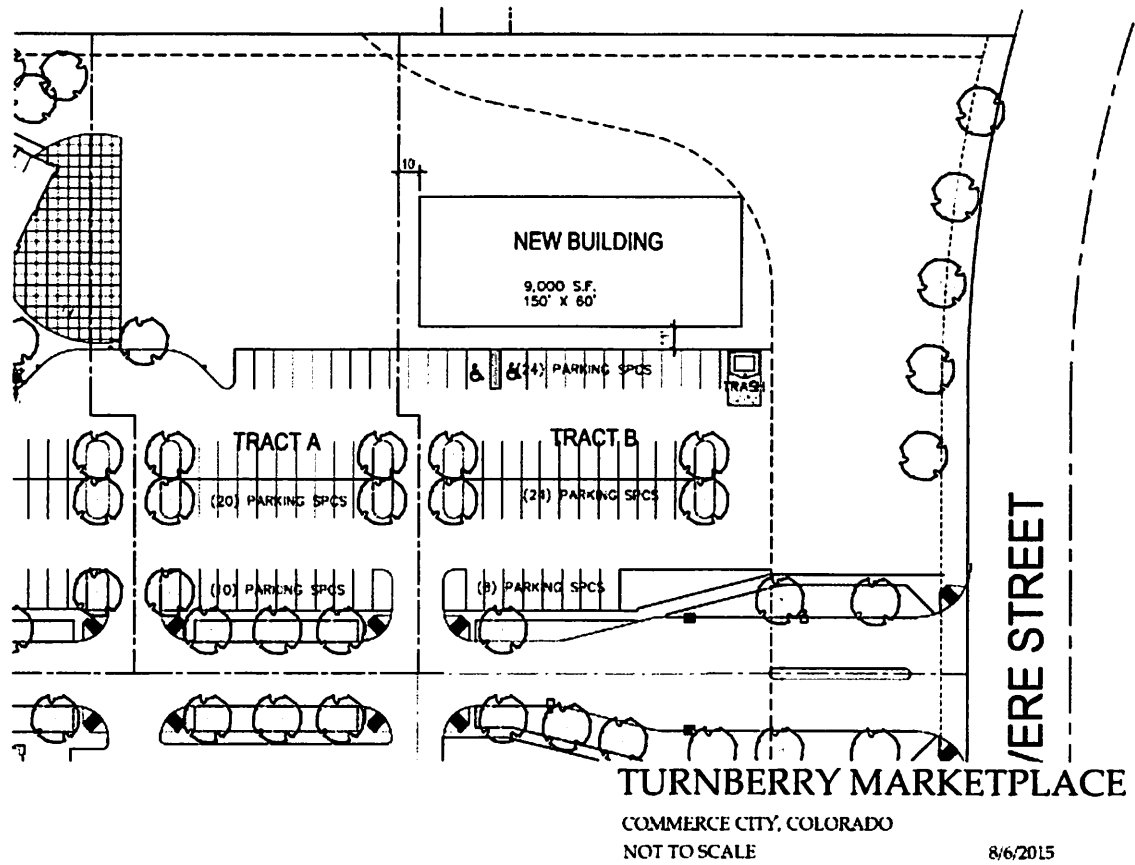
EXHIBIT A

DESCRIPTION OF LEASED PREMISES

The Leased Premises consists of approximately 1,500 square feet of retail space located at 12433 E 104th Place in Commerce City, CO (Tract B, Turnberry Marketplace Filing No 1). The Leased Premises is a part of the Shopping Center commonly known as Turnberry Marketplace, and outlined and crosshatched on the Site Plan attached hereto as Exhibit B.

Initialed by Landlord _____ and by Tenant _____




EXHIBIT B



Initialed by Landlord _____ and by Tenant _____

City of Commerce City
Liquor License Map
12433 E 104th PL
License Request
November 2016

License Request
November 2016

-  Proposed License (1)
-  Subject Site / Parcel (1)
-  2500' Building Buffer (1)

Existing Liquor License Vendors

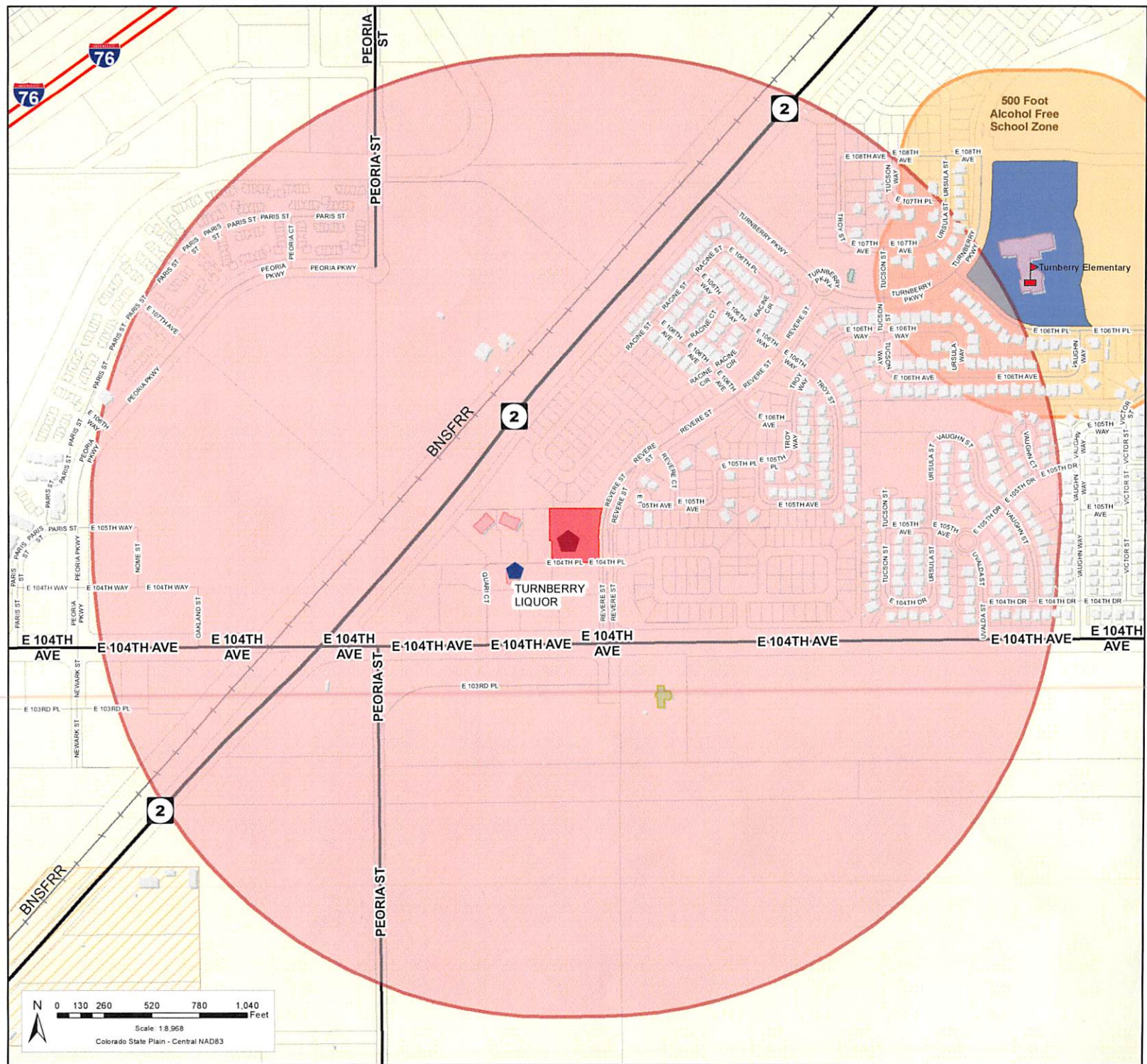
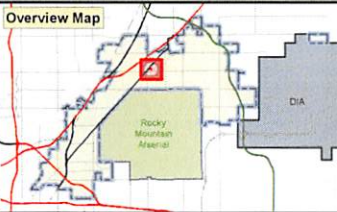
-  Hotel Restaurant (0)
-  Tavern (0)
-  Club (0)
-  Beer / Wine (0)
-  Retail 3.2% Beer (0)
-  Retail Liquor Store (1)
-  Special Liquor (0)
-  School (1)
-  School Site (1)
-  500' Alcohol Free School Zone
-  Parcel
-  City Limits
-  Unincorporated Adams County

Source Information:
Neighboring Liquor Vendors based on the Liquor License Vendor List as of November 10, 2016.

Prepared by: Cinda Murdock
Commerce City GIS Division

Prepared for: City Clerk's Office
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022
Tel.: (303) 227-8842
Web: www.c3gov.com

Disclaimer: The City of Commerce City has made every effort to make its data as accurate as possible. Use of this information is the sole responsibility of the user and the City of Commerce City assumes no liability associated with the use or misuse of this information.



ESQUIRE PETITIONING SERVICES, LLC
Liquor Licensing Specialists
2792 South Race Street
Denver, Colorado 80210
Telephone: (303)331-8600
Facsimile: (303)331-9048
Email: kpietrs@comcast.net

January 19, 2017

To: City of Commerce City Liquor Licensing Authority
Re: Summary report of petition circulation methods and results in the application for
a Beer and Wine Liquor License

Applicant: Craft Pour, Inc.
Trade Name: Pour Tap House
Proposed Location: 12433 E. 104th Avenue
Commerce City, Colorado 80022

Methods:

1. The petition circulation was conducted under the control of Esquire Petitioning Services, L.L.C. ("Esquire").
2. Circulators were driven to the proposed site and became familiar with the Applicant's proposed location.
3. Petitions were pre-filed according to the Licensing Authority's local rules.
4. Esquire prepared all of the petition circulation materials. Each circulator carried a clipboard and petition packet consisting of the following: a. a map of the designated neighborhood with neighborhood boundaries outlined and the proposed location of the outlet denoted by an "X"; b. a petition cover sheet stating: the Applicant's name, the trade name, the proposed location, the type of license application, the qualifications for signing the petition and the information concerning the public hearing; c. signature sheets that provided eligible persons the opportunity to sign the petition in support of, or in opposition to, the application; and d. data sheets on which to record all responses by address.

5. The circulators were instructed as follows:
 - a. to state the petition being circulated concerned an application for a Beer and Wine Liquor License for Craft Pour, Inc., dba Pour Tap House;
 - b. to present the map of the designated neighborhood, state the Applicant's name, trade name and to describe the Applicant's location;
 - c. to review the qualifications for signing the petition and the petition issue;
 - d. to provide eligible persons the opportunity to sign the petition in support of, or in opposition to, or to have no opinion of the application;
 - e. to witness all signatures; and
 - f. to record, by address, all responses on the data sheet.

RESULTS: OVERVIEW

1.	Total door knocks:	344	
	Persons who signed the petition:	153	
	Persons who declined to sign the petition:	22	
	Ineligible contacts:		
	(Younger than 21; non-resident; non-English speaking;	14	
	Not a business owner or manager)		
	No answer to the door knock:	187	
2.	<u>Response of Eligible Contacts:</u>	Totals:	Percentage of persons signing:
a.	Signatures supporting issuance:		
	Residents:	140	91.5 %
	Business Owners/Managers:	4	2.6 %
	TOTAL:	144	94.1 %
b.	Signatures opposing issuance:		
	Residents:	7	4.6 %
	Business Owners/Managers:	0	0.0 %
	TOTAL:	7	4.6 %
c.	Signatures signing neutral		
	Residents:	2	1.3 %
	Business Owners/Managers	0	0.0 %
	TOTAL:	2	1.3 %
	<u>TOTAL SIGNATURES:</u>	153	100 %

d. Reasons Stated for Signing in Opposition to the License:

	Total:	% of people signing:
Does not drink alcohol:	6	3.9 %
Sufficient number of outlets	0	0.0 %
Drinking & driving	0	0.0 %
No reason stated/other	1	0.7 %
TOTAL:	7	4.6 %

e. Results analyzed on a needs and desires basis:

Signatures supporting the issuance of the license because the eligible contacts desired the license to issue because the existing outlets are not sufficient to meet the needs of the neighborhood. **144 100 %**

Signatures opposing the issuance of the license because the eligible contacts did not desire the license to issue because the existing outlets are sufficient to meet the needs of the neighborhood. **0 0.0 %**

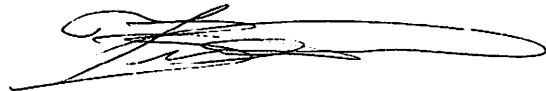
Total: 144 100 %

f. Reasons stated for declining to sign the petition:

Preferred to remain neutral:	0
No interest in application:	15
Would not sign any petition:	1
Does not drink alcohol:	2
Too busy to sign:	1
Against corp. policy	0
Other:	3
TOTAL:	22

**PROOF OF PUBLICATION
COMMERCE CITY SENTINEL EXPRESS
COUNTY OF ADAMS SS.
STATE OF COLORADO**

I, Tim Zeman, do solemnly swear that I am the Publisher of the **Commerce City Sentinel Express** is a weekly newspaper printed and published in the County of Adams State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said county of Adams for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of **ONE consecutive insertion(s)** and that the first publication of said notice was in the issue of newspaper, dated **24th day of January 2017** last on the **24th day of January, 2017**



Publisher, Subscribed and sworn before me, this **24th day of January, 2017**

Notary Public.
Notary ID No. 20024002511

My Commission Expires February 02, 2018

**NOTICE
OF PUBLIC HEARING FOR
LIQUOR LICENSE**

Pursuant to the alcohol beverage laws of Colorado, CraftPour, Inc. dba Pour Tap House has applied to the Commerce City Liquor Authority for a Beer and Wine License to sell malt and vinous liquor, by the drink, for on-premises consumption at 12433 E. 104th Place, Commerce City, Colorado.

President: Jesse R. Marquez, Jr, 16465 E. 107th Pl., Commerce City, CO 80022
Vice President: Damion Schulte, 17202 Parkside Drive S, Commerce City, CO 80022
Vice President: Donald R. Butcher, Jr, 17923 E. 104th Pl. Unit F, Commerce CO 80022

Hearing on said application, received November 22, 2016 will be held by the Commerce City Liquor Authority in Room 2108, Commerce City Civic Center, 7887 East 60th Avenue, Commerce City, Colorado on February 3, 2017 at the hour of 11:30 a.m.

BY ORDER OF THE COMMERCE CITY
LIQUOR AUTHORITY OF THE CITY
OF COMMERCE CITY, COLORADO.

By: Cheryl Scott
Deputy City Clerk

Published in the Commerce City
Sentinel Express January 24, 2017

CERTIFICATE OF POSTING

DATE: 1/24/2017

To Commerce City Liquor Licensing Authority:

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, **CraftPour, Inc. dba Pour Tap House**, posted a Notice of Public Hearing sign on the premises at **12433 E. 104th Place**, Commerce City, Colorado, on 1/24/2017, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **February 3, 2017** on an application for a **Beer and Wine** Liquor license.

A photograph of the Notice as posted on the premises is attached.

Jesse Marguer, President
Printed Name and Title of Person Posting


Signature

Please attach a photograph of the poster displayed on the premises for verification purposes.



MEMO

POLICE
DEPARTMENT

To: City Clerk Laura Bauer

From: Commander Matt Rippy

Subject: Liquor License Background Investigation, re: Pour Tap House

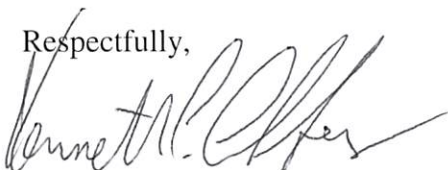
Date: January 31, 2017

Laura,

The Police Department has concluded the requested background investigation associated with Jesse MARQUEZ, Damion SCHULTE and Donald BUTCHER, in relation to the pending liquor license application for Pour Tap House, 12433 E. 104th Place. At this time no adverse information related to Jesse MARQUEZ, Damion SCHULTE and Donald BUTCHER has been discovered.

Please feel free to contact myself or Ken Coffey if you have any further questions.

Respectfully,



for
Commander Matt Rippy

COMMERCE CITY LOCAL LICENSING AUTHORITY, ADAMS COUNTY, COLORADO

PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A NEW
BEER AND WINE LICENSE

IN RE:

CRAFTPOUR, INC. DBA POUR TAP HOUSE LOCATED AT 12433 E. 104TH PLACE,
COMMERCE CITY, CO 80022

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

You are hereby advised that with regard to the above application for a Beer and Wine license, an investigation has been made, and based on the results thereof the following has been determined:

- 1) The application was filed on November 22, 2016.
- 2) The Notice of Public Hearing on this matter was or will be published in the Commerce City Sentinel Express on January 24, 2017.
- 3) That it appears from the evidence submitted; the applicant will be entitled to possession of the premises where the license is proposed to be exercised.
- 4) The results of the background checks are satisfactory.
- 5) A petition of the neighborhood desires was submitted on January 23, 2017, by Esquire Petitioning Services, LLC and the results are 94.1% in favor, 4.6% opposed, and 1.3% neutral, of the licenses being granted.
- 6) Selling malt, vinous, and spirituous liquor in the manner proposed in the application is not in violation of the Land Development Code of the City of Commerce City or regulations of the City.
- 7) A public hearing on the application will be held on February 3, 2017 at 11:30 a.m. in the Commerce City Civic Center, 7887 E. 60th Avenue, Room 2108 Commerce City, Colorado 80022. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
- 8) At the public hearing, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory; that the neighborhood needs this license and the residents of the neighborhood desire that this license be granted.
- 9) At the public hearing, the applicant has the burden of proving that the establishment located at 12433 E. 104th Place, Commerce City, CO 80022 is not located within five hundred feet of any public or parochial school or principal campus of any college, university, or seminary.

You are advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations and the Commerce City Liquor and Beer Code and the Local Licensing Authority Rules of Procedure.

Dated January 30, 2017

LOCAL LICENSING AUTHORITY
CITY OF COMMERCE CITY,
COLORADO

By 