

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ _____			
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 If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Tradicion LLC		FEIN Number 81-4551293	
2a. Trade Name of Establishment (DBA) Tradicion Bar and Grill		State Sales Tax Number 33234939	Business Telephone 3032870828
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 8383 Rosemary St.			
City Commerce City	County Adams	State CO	ZIP Code 80022-5006
4. Mailing Address (Number and Street) 8383 Rosemary St.		City or Town Commerce City	State CO ZIP Code 80022-5006
5. Email Address tradicionbg@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) Gala Gardens Restaurant & Lounge		Present State License Number 11712910000	Present Class of License Tavern (City) Present Expiration Date 12/31/2016
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License \$920.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1020.00 <input checked="" type="checkbox"/> Application Fee for Transfer \$920.00		<input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00	
Section B Liquor License Fees		<input type="checkbox"/> Master File Location Fee \$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____	
<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 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 checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00 <input type="checkbox"/> Liquor Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50		<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	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

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

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	<input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input checked="" type="checkbox"/> E. Additional information may be required by the local licensing authority
II. Diagram of the premises	<input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	<input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV. Background information and financial documents	<input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor / husband and wife partnership	<input checked="" type="checkbox"/> A. Form DR4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	<input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII. Partnership applicant information (if applicable)	<input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII. Limited Liability Company applicant information (if applicable)	<input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX. Manager registration for Hotel and Restaurant, Tavern and Lodging & Entertainment licenses when included with this application	<input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required
X. Manager Permit for Liquor License Drug Store and Retail Liquor Store when included with this application	<input type="checkbox"/> A. \$100.00 Permit Fee <input type="checkbox"/> B. Individual History Record (DR 8404-I)

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	No		
	<input type="checkbox"/>	<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"/>		
	or			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	Waiver by local ordinance?			
	Other: _____			
11. Is your Liquor Licensed Drug Store (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? NOTE-The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drug Store(LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE-The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
13. 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 financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
14. 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 8383 Rosemary LLC	Tenant Tradicion LLC	Expires 11/30/2019		
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".				
15. 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/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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.				
16. 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="text"/>
17. 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?				
				<input type="checkbox"/> <input type="checkbox"/>
If "yes" a copy of license must be attached.				
18. 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 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 type="checkbox"/>
(c) How long has the club been incorporated?				<input type="text"/>
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/> <input type="checkbox"/>
19. Brew-Pub, Distillery Pub or Vintner's 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 type="checkbox"/>
19a. 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)				
19b. For all Liquor Licensed Drug Stores (LLDS) and Retail Liquor Stores (RLS) the manager must also submit an Individual History Record- DR 8404-I, Fingerprints, and obtain a Manager Permit.				
Last Name of Manager Perez	First Name of Manager Sergio	Date of Birth 07/17/1965		
19c. 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.				
Name	Type of License	Account Number		

20. Tax Dstraint 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 dstraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
21. 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	Home Address, City & State	DOB	Position	%Owned	
Sergio Perez	644 W. Oak Hills Ln., Castle Rock, CO	07/17/196	Manager	100	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	

** If Applicant is owned 100% by a parent company, please list the designated principal officer on 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 Sergio Perez, Manager	Date 12/23/16
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 1/5/2017	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.)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

☒ 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

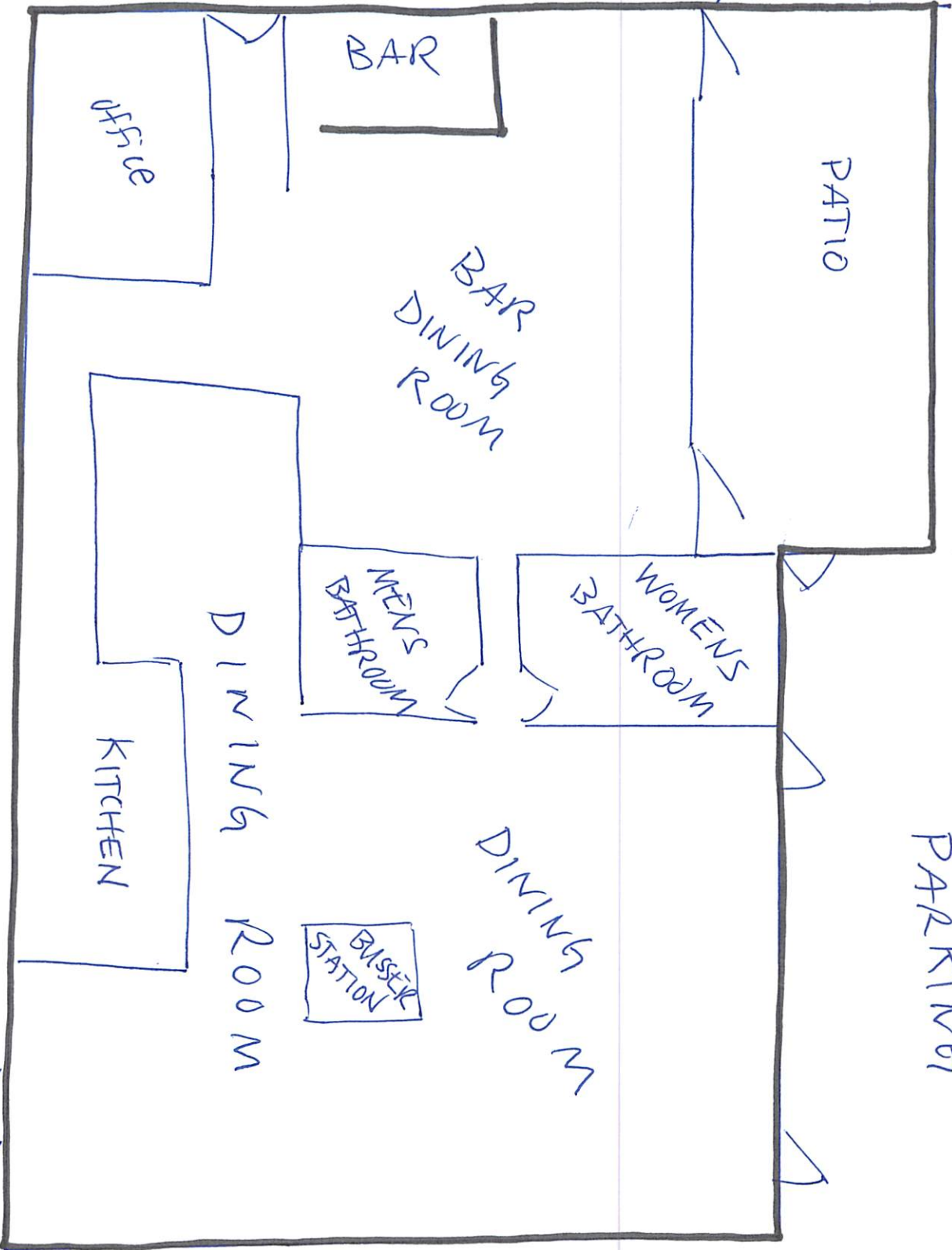
<input type="checkbox"/> Is the Liquor Licensed Drug Store (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drug Store(LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE —The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **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 	Print Lindsay Velicotte	Title Hanna Corunian
		Date 2/8/2017

8383 ROSEMARY ST.

PARKING



PARKING

PARKING

PARKING



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: 11/30/2016 12:39 PM
ID Number: 20161812985
Document number: 20161812985
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

Tradicion, 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

8383 Rosemary St.

(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 limited liability company's initial registered agent are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

Hamilton Faatz, PC

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

Street address

5105 DTC Parkway

(Street number and name)

Ste. 475

Greenwood Village

(City)

CO

(State)

80111

(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) Perez Sergio
(Last) (First) (Middle) (Suffix)
or

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

Mailing address 8383 Rosemary St
(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 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

White	Ariadna		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
5105 DTC Parkway			
<small>(Street number and name or Post Office Box information)</small>			
Ste. 475			
Greenwood Village	CO	80111	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<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,

Tradicion, LLC

is a

Limited Liability Company

formed or registered on 11/30/2016 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 20161812985 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/16/2016 that have been posted, and by documents delivered to this office electronically through 12/21/2016 @ 01:35:45 .

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 12/21/2016 @ 01:35:45 in accordance with applicable law. This certificate is assigned Confirmation Number 9983455 .



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."

COLORADO COMMERCIAL LEASE AGREEMENT

This Lease Agreement (Lease Agreement) is entered into on this:

1st day of December 2016.

by and between

8383 Rosemary, LLC (Landlord)

and

Tradicion LLC (Tenant)

RECITALS

WHEREAS, Landlord is the owner of land and improvements located at 8383 Rosemary St., Commerce City, CO 80022 (hereinafter the "Leased Premises"); and

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein;

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

AGREEMENT

Term.

The Initial Term of this Lease Agreement shall begin on the:

1st day of December, 2016

and end on the:

30st day of November, 2019.

Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the Lease Agreement for one extended term of three (3) years. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as contained in this Lease Agreement.

Rent.

Tenant shall pay to Landlord during the Initial Term rent of thirty thousand (\$30,000.00) dollars (USD) per year, payable in installments of two thousand, five hundred (\$2,500.00) dollars (USD) per month.

Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the following address:

8383 Rosemary St., LLC
3401 Franklin St.,
Denver, CO 80205

Should Tenant timely notify Landlord of Tenant's desire to exercise its option to renew this Lease Terms for an additional three years, as provided by this Lease Agreement, Tenant shall pay to Landlord the total sum of thirty-six thousand (\$36,000) dollars (USD) per year, payable in installments of three thousand dollars (\$3,000) (USD) per month.

Sublease and Assignment.

Tenant may not sublet and/or assign this Lease Agreement unless Tenant first obtains Landlord's written consent. Upon securing Landlord's consent to sublet and/or assign this Lease Agreement, Tenant may assign this Lease Agreement to a business with which Tenant may merge or consolidate with any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease Agreement in whole or in part without Landlord's consent, which said consent shall not be unreasonably withheld or delayed.

Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal wear and tear, except for major mechanical systems, structure of the Leased Premises, and roof, unless the damage to these items is caused by the negligence of the Tenant or its agents.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials, and pursuant to applicable city and state permits and codes.

Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Insurance.

If the Leased Premises or any other part of the Leased Premises is damaged by fire, acts of god, or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, then rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair.

Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities in the Leased Premises with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued, and shall afford minimum protection of not less than one million dollars (\$1,000,000) dollars (USD) combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall include Landlord as an insured, and provide Landlord with a Certificates of Insurance evidencing Tenant's compliance with this Paragraph during the term of this Lease Agreement.

Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease Agreement unless otherwise expressly agreed to in writing by Landlord.

Tenant shall pay all such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard lighting for the Leased Premises' intended use. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may over load the wiring or interfere with electrical services of the Leased Premises.

Tenant shall also be responsible for maintaining the Leased Premises and its surroundings free and clear of any obstruction, including but not limited to snow removal, removing unwanted waste and debris, repairing surface defects like pot holes, and maintaining the surrounding premises safe for Tenant's employees and invitees. Landlord will maintain the Leased Premises and its surrounding, at Tenant's expense, if Tenant fails to maintain the Leased Premises and its surroundings. Tenant shall also be required to pay associated costs with maintaining proper security in force on the premises, including security or surveillance programs such as ADT and similar products, and ensuring surrounding flood lights and security measures are adequate and fully functioning for the Leased Premises.

Signs.

Tenant shall, after obtaining Landlord's written consent, have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable city and/or state zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is deceptive, unattractive or otherwise inconsistent with city and/or state ordinances or inappropriate for the Leased Premises or other unpermitted use. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking.

During the term of this Lease, Tenant, and its guests and invitees, may use the surrounding parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord and applicable city and/or state ordinances.

Structure Rules.

Tenant, its agents, employees, invitees and visitors, shall comply with the laws imposed by city of Commerce City, Colorado, and county of Adams, Colorado, to maintain the Leased Premises in a safe and orderly manner as required by applicable city and state codes.

Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, then Tenant shall have the right within ninety (90) days following damage to elect by written notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees,

and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labour or other matters which are beyond the reasonable control of Landlord, and Tenant shall not be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments.

Default.

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have seven (7) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions contained the in the Lease Agreement herein, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such termination, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant's default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Condemnation.

If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease Agreement shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

Subordination.

Tenant accepts this Lease Agreement subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, the Lease Agreement or to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgage shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease Agreement on such terms and

subject to such conditions as such mortgage may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease Agreement to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease Agreement have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given five (5) days after depositing the notice in the U.S.P.S., certified mail, return receipt requested, addressed as follows:

Landlord:

3401 Franklin St.
Denver, CO 80205

Tenant:

8383 Rosemary St.,
Commerce City, CO 80022

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Brokers.

Tenant represents that Tenant was not shown the Leased Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease Agreement, and Tenant agrees to indemnify Landlord for any claim of commission from any real estate broker or agent.

Waiver.

No waiver of any default of Landlord hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings.

The headings used in this Lease Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors.

The provisions of this Lease Agreement shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease Agreement.

Compliance with Law.

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements imposed by the state of Colorado.

Final Agreement.

This Lease Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

DATED this 1st day of December, 2016.

Landlord: 8383 Rosemary, LLC, Landlord

By: _____

Ernestina Perez as Member

Tenant: _____

Tradicion LLC

By: _____

Sergio Perez as Manager.

**Operating Agreement
of
Tradicion LLC
a Colorado limited liability company**

Dated Effective as of November 30, 2016.

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This Operating Agreement of Tradicion LLC, a Colorado limited liability company (the "Company"), is entered into and shall be effective as of November 30, 2016, by and between the Company and Sergio Perez, its sole member (the "Member").

For and in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Member and the Company hereby agree to the terms and conditions of this Agreement as it may from time to time be amended according to its terms.

ARTICLE I DEFINITIONS

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 1.01 Act** - The Colorado Limited Liability Company Act, as amended from time to time.
- 1.02 Additional Member** - A Member other than the initial Member who has acquired a Membership Interest in the Company.
- 1.03 Admission (Admit)** - The act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.
- 1.04 Agreement** - This Operating Agreement, including all amendments adopted in accordance with this Operating Agreement and the Act.
- 1.05 Articles** - The Articles of Organization of the Company as properly adopted, amended or corrected from time to time by the Member and filed with the Secretary of State of Colorado.
- 1.06 Capital Contribution** - Any Contribution or performance of services made by or on behalf of a new or existing Member as consideration for a Membership Interest.
- 1.07 Code** - The Internal Revenue Code of 1986, as amended from time to time.
- 1.08 Commitment** - The obligation of a Member to make a Capital Contribution in the future.
- 1.09 Company** - Tradicion LLC, a limited liability company formed under the laws of the State of Colorado.
- 1.10 Company Property** - Any Property owned by the Company.
- 1.11 Contribution** - Any transfer of Property to the Company made by or on behalf of a new or existing Member as consideration for a Membership Interest.

1.12 Distribution - A transfer of Company Property to a Member by the Company on account of a Membership Interest as described in Article IX.

1.13 Disposition (Dispose) - Any sale, gift, assignment, exchange, conveyance, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.14 Initial Contribution - The initial Contribution made by the Member as described in Article VIII.

1.15 Manager - The Person(s) vested with the authority to manage the Company pursuant to Article VI.

1.16 Member - The Member executing this Agreement or any transferee of a Membership Interest Admitted as a Member. At any time there is more than one Member, the term "Member" shall mean all Members, and any action that may be taken under this Agreement by the Member may be taken upon majority vote of the Members' proportionate Membership Interests.

1.17 Membership Interest - The rights of a Member of the Company to share in profits, losses and distributions, and, if the owner of such Membership Interest is a Member of the Company, the right to vote such proportionate Membership Interest as set forth herein.

1.18 Person - An individual, trust, estate, general partnership, limited partnership, limited liability company, corporation, joint venture, business trust or other type of incorporated or unincorporated business organization.

1.19 Proceeding - Any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative; or any judicial or administrative trial, hearing or other activity, civil or criminal investigation, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.20 Property - Any property, real or personal, tangible or intangible (including money and goodwill), and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

ARTICLE II FORMATION

2.01 Organization - The Company was organized as a Colorado limited liability company pursuant to the provisions of the Act on November 30, 2016.

2.02 Agreement, Effect of Inconsistencies with Act - It is the express intention of the parties that this Agreement shall be the sole source of agreement of the parties, and, except to the extent a

provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or treasury regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Member shall be entitled to rely on the provisions of this Agreement, and the Member shall not be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Member and the Company hereby agree that the duties and obligations imposed on the Member and the Manager shall be those set forth in this Agreement, which is intended to govern the relationship between the Company, the Member and the Manager, notwithstanding any provision of the Act or common law to the contrary.

2.03 Name - The name of the Company is Tradicion LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

2.04 Term - The Company shall remain in existence until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.05 Registered Agent and Office - The registered agent for the service of process and the registered office shall be reflected in the Articles as filed in the office of the Colorado Secretary of State. The Member may, from time to time, change the registered agent or office through appropriate filings with the Colorado Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

2.06 Principal Office - The principal office of the Company shall be located at 8383 Rosemary St., Commerce City, Colorado 80022.

ARTICLE III NATURE OF BUSINESS

The business of the Company is to operate a full bar and restaurant and to operate any other lawful business, subject to any provisions of law governing or regulating such business within the state where such business is located, and to exercise all other powers necessary to or reasonably connected with such business. The authority granted to the Manager hereunder to bind the Company shall be limited to actions necessary or convenient to the Company's business.

ARTICLE IV ACCOUNTING AND RECORDS

The Company shall maintain the following records at its principal office:

- (a) The full name and business address of each Member;
- (b) A copy of the Articles and all amendments thereto;
- (c) Copies of the Company's foreign, federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of this Agreement, including all amendments thereto;
- (e) Any financial statements of the Company for the three most recent years;
- (f) If not set forth in this Agreement, a writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the amount of cash and a description and statement of the agreed value of other Property or services contributed by a Member and/or which a Member has agreed to contribute;
- (g) The times at which or events on the happening of which any additional Commitments agreed to be made by the Member are to be made;
- (h) Any right of a Member to receive, or of the Company to make, distributions to a Member;
- (i) Any events upon the happening of which the Company is to be dissolved and its affairs wound up; and
- (j) Any other records, information or documents required by law.

ARTICLE V MEMBER

5.01 Name of Member - The initial Member is Sergio Perz, to whom all profits and losses of the Company shall be allocated.

5.02 Liability of Member - No Member shall be liable for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on a Member for liabilities of the Company.

5.03 Record of Actions – The Member(s) shall have no duty to record in writing or otherwise any action by the Member(s) and the failure to make any such record shall not impair the validity of any such action.

5.04 Conflicts of Interest - A Member shall be entitled to enter into transactions that may be considered to be competitive with or a business opportunity that may be beneficial to the Company, it being expressly understood that a Member may enter into transactions that are similar to the transactions into which the Company may enter. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable law.

ARTICLE VI MANAGEMENT OF THE COMPANY

6.01 Management - Management of the Company shall be vested in Sergio Perez as Manager. The unanimous consent of the Member(s) shall be required to vest another Person with the authority to manage the Company. All decisions concerning the business affairs of the Company shall be made by the Manager.

6.02 Authority to Bind the Company - Only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- (a) The institution, prosecution and defense of any Proceeding in the Company's name;
- (b) The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with Property, wherever located;
- (c) The sale, conveyance, mortgage, pledge, lease, exchange, and other Disposition of Company Property, including any or all Company Property whether or not in the usual and regular course of business;
- (d) The entering into of contracts and guaranties, incurring of liabilities, borrowing of money, issuance of notes, bonds, and other obligations, and the securing of any of its obligations by mortgage or pledge of any of its Property or income;
- (e) The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping any Member, officer, employee, or agent;

- (f) The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without Colorado;
- (g) The appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;
- (h) The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees and agents of the Company;
- (i) The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- (j) The payment of compensation to Managers and employees on account of services rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;
- (k) The purchase of insurance on the life of a Manager or employee for the benefit of the Company;
- (l) The participation in partnership and limited liability company agreements, joint ventures, or other associations of any kind with any Person or Persons;
- (m) The indemnification of a Member, Manager or any other Person; and
- (n) Any other act that furthers the business and affairs of the Company.

6.03 Actions - The Manager has the power to bind the Company as provided in this Article VI. The act of the Manager, including without limitation the exercise of the acts authorized in this Article VI, shall bind the Company, and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company. The Manager shall have no duty to record in writing or otherwise any action by the Manager and the failure to make any such record shall not impair the validity of any such action.

6.04 Compensation - The Manager shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation therefor, in an amount to be determined from time to time by the Manager.

6.05 Standard of Care - The Manager's duty of care in the discharge of the Manager's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging the Manager's duties, the Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IV of this Agreement and upon such information, opinions, reports or statements by any of its agents, or by any other Person, as to matters the Manager reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or

statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the amount of assets from which distributions to the Manager might properly be paid.

6.06 Title - In exercising the Manager's rights, power and authority as a manager of the Company, the Manager may use the title "Manager", "President", or any other title which the Manager shall determine to use from time to time. If the Manager is also a Member, he may also use the title "Member-Manager" or "Managing Member".

ARTICLE VII INDEMNIFICATION

7.01 Right to Indemnification - Subject to the limitations and conditions as provided in this Article VII, each person who was or is made a party or is threatened to be made a party to or is involved in any Proceeding, or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of whom he is the legal representative, is or was a Member or Manager of the Company shall be indemnified by the Company to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article VII shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article VII shall be deemed contract rights, and no amendment, modification, or repeal of this Article VII shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification, or repeal. It is expressly acknowledged that the indemnification provided in this Article VII could involve indemnification for negligence or under theories of strict liability.

7.02 Advance Payment - The right to indemnification conferred in this Article VII shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 7.01 who is, or is threatened to be made, a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person is conditioned upon the delivery to the Company of a written affirmation by such person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article VII and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article VII or otherwise.

7.03 Indemnification of Employees and Agents - The Company may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same

conditions under which it may indemnify and advance expenses to a Member or Manager under this Article VII.

7.04 Appearance as a Witness - Notwithstanding any other provision of this Article VII, the Company may pay or reimburse expenses incurred by a Member or Manager in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

7.05 Non-exclusivity of Rights - The right to indemnification and the advancement and payment of expenses conferred in this Article VII shall not be exclusive of any other right which a Member, Manager or other person indemnified pursuant to Section 7.03 may have or hereafter acquire under any law (common or statutory), provision of the Articles or this Agreement, vote of Members, or otherwise.

7.06 Insurance - The Company may purchase and maintain insurance, at its expense, to protect itself, its Members, Managers, and any person who is or was serving as an employee or agent of the Company, whether or not the Company would have the power to indemnify such person against such expenses, liability, or loss under this Article VII.

7.07 Savings Clause - If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company nevertheless shall indemnify and hold harmless each Member, Manager, or any other person indemnified pursuant to this Article VII as to costs, charges, expenses (including attorneys' fees), judgments, fine, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the full extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VIII CONTRIBUTIONS, LOANS

8.01 Initial Contributions - The Member has made an Initial Contribution to the Company of \$100.00. No interest shall accrue on any Contribution, and the Member shall not have the right to withdraw or be repaid any Contribution except as provided in this Agreement.

8.02 Additional Contributions - In addition to the Initial Contribution, the Member may make additional Contributions to the Company, but the Member shall have no duty to do so.

8.03 Loans - The Member may make a loan to the Company in such amount and upon such terms as approved by the Manager.

ARTICLE IX DISTRIBUTIONS

9.01 Distributions - Except as provided in paragraph 12.03, the Company may make Distributions to the Member as determined by the Manager from time to time in its sole and absolute discretion.

9.02 Limitations on Distributions - No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

ARTICLE X TAXES

10.01 Elections - The Manager may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10.02 Method of Accounting - The records of the Company shall be maintained on the same method of accounting as that of the Member.

ARTICLE XI DISPOSITION OF MEMBERSHIP INTEREST, ADMISSION OF ASSIGNEES, ADDITIONAL MEMBERS

11.01 Disposition - A Person may voluntarily Dispose of all or a portion of a Membership Interest. A transferee pursuant to a voluntary Disposition shall automatically be Admitted as a Member upon the completion of such Disposition without further action. A transferee pursuant to an involuntary Disposition shall, within 30 days of such Disposition, offer to sell his or her Membership Interest to the Company and the other Member(s) for the book value of such Membership Interest's capital account, determined as of the date of such Disposition. If such Membership Interest is not purchased by the Company or the other Member(s) within 30 days of such offer, the transferee shall be entitled to share in profits, losses and distributions, but shall not have the right to vote as a Member unless such transferee is Admitted as a Member.

11.02 Death of a Member - Upon death of a Member, the Member's membership rights shall be transferred as provided in the Member's Last Will and Testament or other testamentary document(s), or, in the absence of any such document(s), by the laws of intestate succession or descent and distribution, and the Member's successor shall automatically be Admitted as a Member.

11.03 Admission of Additional Members - The Member may, in the Member's sole and absolute discretion, Admit Additional Members and determine the Capital Contributions, if any, required of such Additional Members.

11.04 Amendment of Agreement - If the Company, at any time, has two or more Members, the Members shall immediately amend this Agreement with respect to the allocation of profits and losses, voting rights and other appropriate matters.

11.05 Cessation of Member's Membership – A Member shall not cease to be a Member for any reason other than the Member's death or voluntary Disposition of all of his Membership Interest.

ARTICLE XII DISSOLUTION AND WINDING UP

12.01 Dissolution - The Company shall be dissolved and its affairs wound up upon the action of the Member.

12.02 Effect of Dissolution - Upon dissolution, the Company shall file a statement of dissolution with the Secretary of State of Colorado and shall cease carrying on any business except as is appropriate to wind up its affairs.

12.03 Distribution of Assets on Dissolution - Upon the winding up of the Company, the Company Property shall be distributed to creditors, including a Member if a creditor, to the extent permitted by law, in satisfaction of Company liabilities, and thereafter, to the Member. Such distributions may be in cash or property or partly in both, as determined by the Manager.

12.04 Winding Up and Certificate of Dissolution - The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member.

ARTICLE XIII AMENDMENT

13.01 Agreement May Be Modified - This Agreement may be modified as provided in this Article XIII. No Member shall have any vested rights in this Agreement which may not be modified through an amendment to this Agreement.

13.02 Amendment of Operating Agreement - This Agreement may be amended or modified from time to time by action of the Member. Such Amendment shall be executed by the Company.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 Entire Agreement - This Agreement represents the entire agreement between the Member and the Company.

14.02 Rights of Creditors and Third Parties under Agreement - This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, this Agreement has been executed on November 30, 2016.

Company:

Tradicion LLC,
a Colorado limited liability company

By:


Sergio Perez, Manager

Member:

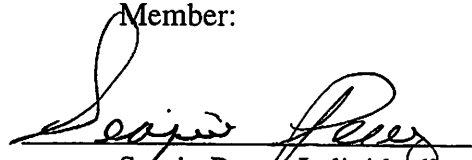

Sergio Perez, Individually

EXHIBIT A

Initial Capital Contribution

Sergio Perez	\$100.00
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AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☐ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the: ☐ Licensee ☐ Applicant

- ☒ Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 9th day of December, 20 16.

Seller:

Gala Gardens Inc. 11712910000
Licensee & License Number

Gala Gardens Restaurant Lounge
Trade name

Ernestina Perez
Signature

Manager
Position

Ernestina Perez
Print Name

Buyer:

Tradicion LLC
Applicant

Tradicion Bar and Grill
Trade name

Sergio Perez
Signature

Manager
Position

Sergio Perez
Print Name

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made as of this 12 day of May, 2016, between **WELLS FARGO BANK, NATIONAL ASSOCIATION**, whose address for purposes of this Agreement is 1740 Broadway, MAC C7300-079, Denver, CO 80203 ("Seller") and **8383 ROSEMARY, LLC, a Colorado limited liability company**, whose address is 8383 Rosemary Street, Commerce City, CO 80022 ("Buyer").

1. **Sale of Property.** Seller shall sell to Buyer the real property located at 8383 Rosemary Street, Commerce City, CO 80022, and being more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

("Real Property").

2. **Purchase Price and Manner of Payment.** The total purchase price shall be Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00) ("Purchase Price"). Buyer shall pay the Purchase Price to Seller as follows:

2.1 **Earnest Money.** Within three (3) business days of the mutual execution of this Agreement ("MEC"), Buyer will tender Five Thousand and 00/100 Dollars (\$5,000.00) as earnest money ("Earnest Money"), which Earnest Money shall be held by Heritage Title Company, Attention: Patty Robinson, 10375 Park Meadows Drive, #550, Littleton, CO 80124; probinson@heritagetco.com; 303-694-4444.

2.2 **Purchase Price.** The balance of the Purchase Price of Three Hundred Fifteen Thousand and 00/100 Dollars (\$315,000.00) shall be paid by wire transfer to be received by Heritage Title Company, Attention: Patty Robinson, 10375 Park Meadows Drive, #550, Littleton, CO 80124; probinson@heritagetco.com; 303-694-4444, ("Title Company"), on or before 2:00 o'clock P.M. on the Closing Date as more fully described below.

3. **Financing.** Intentionally deleted.

4. **Inspection Period and Contingencies.**

4.1 **Access.** Seller shall allow Buyer, and Buyer's agents, access to the Real Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing of same. Buyer shall pay all costs and expenses of such investigation and testing, and shall hold Seller harmless from all costs and liabilities relating to the Buyer's activities. Buyer shall further repair and restore any damage to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to such entry, and shall indemnify Seller from any claims arising out of Buyer's investigation and testing, including any claims from third parties.

4.2 **Inspection Period.** Intentionally deleted.

4.3 Termination.

4.3.1 Right to Terminate. If a party has a right to terminate ("Right to Terminate"), as provided in this Agreement, the termination shall be effective upon the other party's receipt of a written notice to terminate ("Notice to Terminate"), provided such written notice was received on or before the applicable deadline specified in this Agreement. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate shall have accepted the specified matter, document or condition as satisfactory and waived the Right to Terminate under such provision.

4.3.2 Effect of Termination. In the event this Agreement is terminated, the parties shall be relieved of all obligations hereunder.

4.4 Leases. Intentionally deleted.

5. Closing. The closing of the purchase and sale contemplated by this Agreement ("Closing") shall occur on or before May 19, 2016, or such other date as is mutually agreed to, in writing, by both Buyer and Seller ("Closing Date"). The Closing shall take place at a mutually agreed upon time and place. Seller agrees to deliver possession of the Real Property to Buyer on the Closing Date.

6. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following, all in form and content reasonably satisfactory to Buyer:

6.1 Special Warranty Deed conveying the Real Property to Buyer, in form attached hereto as Exhibit "B";

6.2 Bill of Sale, conveying any interest which Seller may have in the personalty located in the Real Property, in form attached hereto as Exhibit "C"; and

6.3 All other documents reasonably necessary to transfer the Real Property to Buyer.

7. Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following:

7.1 The Purchase Price, by wire transfer or by certified check.

7.2 Such Affidavits of Buyer, Certificates of Value or other documents as may be reasonably required in order to accept the conveyance and record the Seller's Closing Documents.

8. Disclaimer of Representations and Warranties; Indemnity.

8.1 Permitted Exceptions. Buyer acknowledges that the Real Property shall be conveyed subject to any and all matters affecting the Real Property, whether of record or

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otherwise, and Buyer acknowledges that all such matters shall be Permitted Exceptions (herein so called) to the Special Warranty Deed to be delivered by Seller at Closing.

8.2 No Representations. BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE TO BE SET FORTH IN THE DEED AND THOSE REPRESENTATIONS AND WARRANTIES OTHERWISE PROVIDED IN THIS AGREEMENT), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE REAL PROPERTY, (G) THE MANNER OR QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY PORTION, COMPONENT OR ASPECT OF THE REAL PROPERTY, (H) THE AVAILABILITY OR ACCESS TO ANY WATER RIGHTS, INCLUDING WELLS OR WATER TAP, OR (I) ANY OTHER MATTER WITH RESPECT TO THE REAL PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL REQUIREMENTS, PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE REAL PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE REAL PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE

MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS WHERE IS" BASIS WITH ALL FAULTS. The foregoing disclaimers, appropriately modified, shall appear in substantially the same form in the Deed.

8.3 Indemnification of Seller. BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS SELLER, AND SELLER'S OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS OF BUYER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS THAT ARE PROXIMATELY CAUSED BY THE USE OR OCCUPATION OF THE LANDS HEREIN DESCRIBED BY BUYER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS.

8.4 Environmental Release of Seller. Buyer do hereby release Seller and Seller's officers, directors, agents, servants, employees, attorneys, insurers, successors and assigns, of and from, any and all manner of action or actions, suits, claims, damages, judgments, or penalties, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, against Seller, Seller's officers, agents, insurers, successors and assigns for, upon or by reason of any death or bodily injury to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by the environmental conditions of the Real Property or the treatment or remediation of any environmental conditions of the Real Property.

8.5 Survival of Provisions. The provisions of this Paragraph 8 hereof shall survive the Closing.

9. Prorations. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

9.1 Title Insurance and Survey Expenses. Seller will pay all costs and/or premiums for, and cause to be issued to Buyer, a current commitment for an owner's title insurance policy ("Title Commitment"), with copies of all documents affecting title ("Title Exception Documents") disclosed therein. Buyer shall bear all costs of obtaining a current survey, and for endorsements to delete the Standard Exceptions. Seller shall pay the premium for the basic owner's title insurance policy issued pursuant to the Title Commitment, only. Nothing in this Agreement shall require Seller to incur any liability to the Title Company in connection with the deletion of any exceptions.

9.2 Real Estate Taxes and Special Assessments / Homeowner's Association Dues. Real estate taxes, special assessments and homeowners' association dues, if applicable, for years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes, special assessments and homeowners' association dues, if applicable, payable in the year in which the Closing occurs shall be pro-rated based upon a calendar year calculated through the

Closing Date and will be based upon the actual amount paid in any prior period. Payment of all real estate taxes, special assessments and homeowners' association dues, if any, due in any following years shall be the responsibility of and assumed by the Buyer.

9.3 Closing Services Fee. Fees for real estate Closing services shall be paid at Closing, one-half by Buyer and one-half by Seller.

9.4 Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement. Buyer will pay the cost of recording all other documents.

9.5 Other Costs. Payment of all other costs of the Real Property which are generally attributable to the Seller in accordance with commercial real estate closing industry practices in Colorado shall be the responsibility of and assumed by the Seller. Payment of all other costs of the Real Property which are generally attributable to the Buyer in accordance with commercial real estate closing industry practices in Colorado shall be the responsibility of and assumed by the Buyer.

10. Title Examination. Title Examination will be conducted as follows:

10.1 Title Evidence. Title Company shall, within two (2) days of the MEC of this Agreement, furnish to Buyer the Title Commitment as described in Paragraph 9 above in the amount of the Purchase Price, issued by the Title Company, with copies of the Title Exception Documents.

10.2 Buyer's Objections. On or before two (2) days after the Title Commitment is provided, Buyer shall make written objections ("Objections") to the form and/or content of the Exceptions or the Title Commitment and/or the any of the Title Exception Documents. Buyer's failure to make Objections within such time period will constitute a waiver of all Objections. Any matter shown on such Title Commitment except those intended to be satisfied at Closing, pursuant to the "Requirements" section of the Title Commitment and not objected by Buyer shall be Permitted Exceptions.

10.3 Curing of Title Objections. If Seller so desires, Seller shall have two (2) days after receipt of the Objections to cure same, during which period the Closing will be postponed as necessary. Seller may procure an undertaking by the Title Company to insure over or against any Objection as a cure. If the Objections are not cured within such two (2) day period, or if Seller provides notice to Buyer that Seller is unable or unwilling to cure an Objection, then Buyer's sole remedy will be to either terminate this Agreement, as set forth in paragraph 4.3 above, within one (1) day of said notice; or waive the Objections and proceed to Closing.

11. Subsequently Discovered Title Exceptions. If an exception arises or is discovered after the initial Title Commitment is issued, the procedure described in the foregoing Section shall apply with regard to that matter alone, and Closing shall be postponed for a reasonable period of time if necessary to implement such procedure.

12. **Lead-Based Paint.** Intentionally deleted.

13. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

13.1 **Organization; Authority.** Seller is duly organized and qualified to transact business in the State of Colorado; Seller has the requisite corporate power and authority to enter into and perform this Agreement and those Closing Documents signed by it; such documents have been duly authorized by all necessary corporate action on the part of the Seller and have been duly executed and delivered; such execution, delivery and performance by Seller of such documents does not conflict with or result in a violation of Seller's Articles of Incorporation or Bylaws, or any judgment, order, or decree of any court or arbiter to which Seller is a party; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.

13.2 **Buyer's Acknowledgment of Disclaimers.** Buyer acknowledges and agrees that: (i) pursuant to paragraph 8.2 above, this Agreement is made without representation or warranty of any kind by Seller except as stated above and that of title as contained in the Special Warranty Deed which Seller shall deliver at Closing, (ii) Buyer will, at Closing, provide an acknowledgment that Buyer have been given a reasonable opportunity to fully and independently inspect the Real Property prior to Closing, and (iii) Buyer will rely on its own inspection in determining the physical condition and other features of the Real Property and personalty and whether or not Buyer wish to purchase the Real Property. Consummation of this Agreement by Buyer with knowledge of any breach by Seller of any of the above representations and warranties will constitute a waiver or release by Buyer of any claims due to such breach. The terms of this paragraph shall survive the Closing and delivery of the Special Warranty Deed.

14. **Representations and Warranties by Buyer.** Buyer represent and warrant to Seller that Buyer have the requisite authority to enter into and perform this Agreement and execute those Closing Documents signed by them; such documents have been duly executed and delivered; such execution, delivery and performance by Buyer of such documents does not conflict with or result in a violation of any judgment, order, or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms.

15. **Broker's Commission.** If a Closing occurs, Seller will be responsible for payment of a brokerage commission to Phill Foster & Company. Seller and Buyer represent to each other that they have dealt with no other brokers, finders or the like in connection with this transaction, and agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including attorneys' fees.

16. **Notices.** Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by email followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Wells Fargo Bank, National Association
Attn: Ms. Delores L. Pomerinke
Credit Management Group
1740 Broadway
MAC: C7300-079
Denver, CO 80203
Delores.L.Pomerinke@wellsfargo.com

And to its counsel: Douglas W. Brown, Esq.
Brown, Berardini, Dunning & Walker, P.C.
2000 South Colorado Blvd.
Tower Two, Suite 700
Denver, CO 80222
dbrown@bbdwfirm.com

If to Buyer: 8383 Rosemary, LLC
c/o Sergio and Ernestina Perez
644 West Oak Hill Lane
Castle Rock, CO 80108
colewireless@gmail.com

Any party may change their address for the service of notice by giving notice of such change to the parties set forth above.

17. **Causes of Loss, Insurance; Condemnation.**

17.1 **Causes of Loss, Insurance.** Seller is self insured and has no separate insurance coverage on the Real Property for the benefit of third parties. Seller shall not be responsible for any damage caused by fire, other perils or causes of loss prior to Closing. In the event the Real Property and Improvements (which are defined to include, but not limited to, all structures, finishes, equipment, fixtures and appliances) are damaged by fire, other perils or causes of loss prior to Closing in an amount which exceeds \$1,000.00, Buyer may terminate this Agreement with five (5) days written notice to Seller. If Buyer determines Buyer wants to proceed under this Agreement, Buyer acknowledges that there will be no insurance proceeds to assign.

17.2 **Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Real Property, Seller shall promptly notify Buyer, in writing, of such condemnation action. In such event, this Agreement may be terminated at the option of either Seller or Buyer, by delivering written notice to terminate to the other party on or before Closing. Should the parties elect to consummate this

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Agreement despite such diminution of value to the Real Property, Buyer shall be entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Real Property but such credit shall not include relocation benefits, expenses or exceed the Purchase Price.

18. **Earnest Money Dispute.** Except as otherwise provided herein, Title Company shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of this Agreement) Title Company shall not be required to take any action. Title Company, at its option and sole subjective discretion, may: (1) await any proceeding; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees; or (3) provide notice to Buyer and Seller that unless Title Company receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit ("Lawsuit") within one hundred twenty days of Title Company's notice to the parties, Title Company shall be authorized to return the Earnest Money to Buyer. In the event Title Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any court order, Title Company shall disburse the Earnest Money pursuant to the court order.

19. **IRC Section 1445.** Seller warrants that it is not subject to withholding as defined under Internal Revenue Code Section 1445, and will execute an affidavit prior to Closing to this effect.

20. **Colorado Withholding.** Seller and Buyer agree and acknowledge that C.R.S. § 39-22-604.5 provides that in the case of any conveyance of a Colorado real property interest, the person or party providing closing and settlement services shall be required to withhold an amount equal to two percent (2%) of the sales price or the net proceeds resulting from such conveyance, whichever is less, when the transferor is a nonresident of the State of Colorado. Seller shall be obligated to either comply with withholding requirements of C.R.S. § 39-22-604.5 or provide an affidavit in form and content satisfactory to the Title Company which certifies that Seller is not subject to the withholding requirements.

21. **Miscellaneous.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. This Agreement may not be amended or modified orally, but only a written agreement executed by the Buyer and the Seller and designated as an amendment or modification of this Agreement. No waiver of any of the terms of this Agreement will be effective unless in writing, executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Colorado, and such laws will control their interpretation.

22. **Time Of Essence, Default And Remedies.** Time is of the essence hereof.

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22.1 If Buyer is in Default. If Buyer is in default, all Earnest Money (whether or not paid by Buyer) shall be forfeited by Buyer, paid to Seller, and retained by Seller. Both parties shall thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in Paragraph 2.1.1 above is liquidated damages, and not a penalty, which amount the parties agrees is fair and reasonable and said forfeiture shall be Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. Seller expressly waives the remedies of specific performance and additional damages.

22.2 If Seller is in Default. If Seller fails to close by the Closing Date, unless extended in writing by all parties, or if Seller determines that it is unable to close for any reason, then either Buyer or Seller may elect to treat this Agreement as cancelled, then either Buyer or Seller may elect to treat this Agreement as cancelled, in which case all Earnest Money received hereunder shall be returned, and Buyer shall have the right to reimbursement of out of pocket expenses not to exceed \$1,000.00. Buyer waives all other rights, including damages and the right to specific performance.

22.3 Cost and Expenses. In the event of any arbitration or litigation relating to this Agreement, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

23. **ARBITRATION.** BUYER AND SELLER AGREE TO SUBMIT TO BINDING ARBITRATION ANY AND ALL CLAIMS, DISPUTES AND CONTROVERSIES BETWEEN OR AMONG THEM, WHETHER IN TORT, CONTRACT OR OTHERWISE (AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AND OTHER AGENTS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT AND EACH OTHER DOCUMENT, CONTRACT AND INSTRUMENT REQUIRED HEREBY OR NOW OR HEREAFTER DELIVERED IN CONNECTION HERewith. ANY ARBITRATION PROCEEDING SHALL PROCEED IN DENVER COUNTY, COLORADO, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, AND ALL APPLICABLE COLORADO STATUTES OF LIMITATIONS AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ANY ARBITRATION PROCEEDING SHALL BE BEFORE A SINGLE ARBITRATOR LICENSED TO PRACTICE LAW IN COLORADO SELECTED ACCORDING TO THE COMMERCIAL ARBITRATION RULES OF THE AAA. THE ARBITRATOR SHALL DECIDE (BY DOCUMENTS ONLY OR WITH A HEARING AT THE ARBITRATOR'S DISCRETION) ANY PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS FOR FAILURE TO STATE A CLAIM OR MOTIONS FOR SUMMARY ADJUDICATION. DISCOVERY SHALL BE PERMITTED, BUT SHALL BE SUBJECT TO SCHEDULING BY THE ARBITRATOR, AND ANY DISCOVERY DISPUTES SHALL BE SUBJECT TO FINAL DETERMINATION BY THE ARBITRATOR. THE ARBITRATOR SHALL AWARD COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING TO THE PREVAILING PARTY, IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE LAW.

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24. **Assignability.** Except for assignment to an entity affiliated with Buyer (*i.e.* in which Buyer will have control or a material economic interest) which assignment shall not require Seller's prior written consent, Buyer may not transfer, assign or encumber its rights under this Agreement without Seller's prior written consent, which consent Seller may not unreasonably withhold. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

25. **Additional Provisions.** There are additional provisions to this Agreement attached as Exhibit "D".

26. **Computation of Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday ("Holiday"), such deadline shall be extended to the next day that is not a Saturday, Sunday or Holiday.

27. **Counterparts/Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which counterparts shall together constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or electronic signature were an original signature.

28. **Offer Only.** Execution of this Agreement by Buyer alone constitutes only an offer to purchase. Unless Buyer makes this offer by signing this Agreement below and returning the original hereof to Seller by 5:00 P.M. Mountain Standard Time on Friday, May 13, 2016, then this Agreement will terminate without notice to Buyer. This Agreement shall not be binding upon Seller until approved and accepted by Seller, as indicated by Seller's execution of this Agreement. Acceptance or approval of this Agreement by a Seller's agent and/or designated broker shall not constitute the approval and acceptance hereof by Seller. Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Delores L. Pomerinke, Officer

BUYER: 8383 Rosemary LLC

By: Sojin Perez
Its: MARGUER

This Purchase Agreement has not been approved by the Colorado Real Estate Commission ("CREC"). It was prepared by Brown, Berardini & Dunning, P.C. (303-329-3363), legal counsel, for the exclusive use of Wells Fargo Bank, National Association.

EP
SP

THE WEST 180 FEET OF THE FOLLOWING DESCRIBED TRACT, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE TRACT;

THENCE SOUTH 100 FEET;

THENCE WEST AND PARALLEL WITH THE NORTH LINE TO THE WEST LINE OF THE ABOVE TRACT (A DISTANCE OF 330 FEET MORE OR LESS);

THENCE NORTH 100 FEET TO THE NORTHWEST CORNER OF THE ABOVE TRACT;

THENCE EAST AND ALONG THE NORTH LINE OF THE ABOVE TRACT TO THE PLACE OF BEGINNING.

EXCEPTING FROM PARCELS A THROUGH E THOSE PORTIONS AS DEDICATED FOR RIGHT OF WAY PURPOSES ON PLAT RECORDED MARCH 19, 2007 UNDER RECEPTION NO. 2007000028072.

PARCEL C:

THAT PORTION OF THE WEST ONE HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH WAS FORMERLY PLATTED AS BLOCK 70, IRONDALE, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE TRACT;
THENCE SOUTH 225 FEET TO POINT OF BEGINNING;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF THE ABOVE TRACT, A DISTANCE OF 330 FEET MORE OR LESS;
THENCE SOUTH AND ALONG THE WEST LINE OF THE ABOVE TRACT, A DISTANCE OF 125 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE ABOVE TRACT, A DISTANCE OF 330 FEET MORE OR LESS, TO THE EAST LINE OF THE ABOVE TRACT;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF THE WEST ONE HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH WAS FORMERLY PLATTED AS BLOCK 70, IRONDALE, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE TRACT;
THENCE SOUTH 100 FEET TO POINT OF BEGINNING;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF THE ABOVE TRACT, A DISTANCE OF 330 FEET MORE OR LESS;
THENCE SOUTH AND ALONG THE WEST LINE OF THE ABOVE TRACT, A DISTANCE OF 125 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE ABOVE TRACT, A DISTANCE OF 330 FEET MORE OR LESS TO THE EAST LINE OF THE ABOVE TRACT;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING.

PARCEL E:

THAT PORTION OF THE WEST ONE HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH WAS FORMERLY PLATTED AS BLOCK 70, IRONDALE, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"
Legal Description

LOT 1 OF GALA GARDENS SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

SAID SUBDIVISION ALSO BEING DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (W1/2 NE1/4 NW1/4 SW1/4) OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH WAS FORMERLY PLATTED AS BLOCK 70, IRONDALE, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE TRACT; THENCE SOUTH 475 FEET TO THE POINT OF BEGINNING;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF THE ABOVE TRACT A DISTANCE OF 330 FEET MORE OR LESS;
THENCE SOUTH AND ALONG THE WEST LINE OF THE ABOVE TRACT A DISTANCE OF 185 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE ABOVE TRACT;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE ABOVE TRACT A DISTANCE OF 330 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE ABOVE TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (W1/2 NE1/4 NW1/4 SW1/4) OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH WAS FORMERLY PLATTED AS BLOCK 70, IRONDALE, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE TRACT; THENCE SOUTH 350 FEET TO THE POINT OF BEGINNING;
THENCE WEST AND PARALLEL TO THE NORTH LINE OF THE ABOVE TRACT A DISTANCE OF 330 FEET MORE OR LESS;
THENCE SOUTH ALONG THE WEST LINE OF THE ABOVE TRACT A DISTANCE OF 125 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF THE ABOVE TRACT A DISTANCE OF 330 FEET MORE OR LESS TO THE EAST LINE OF THE ABOVE TRACT;
THENCE NORTH ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING.

privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) reservations or other exceptions of record or known to the Grantee; (9) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (10) any matters that would be reflected on a current survey of the Property, including but not limited to, access to the Property; (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Grantee; and (12) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, including any restrictions or conditions related to building permits or construction of improvements.

Grantee and its agents, having completed a full inspection of the Property and any improvements located thereon, if any, acknowledge there is no warranty, express or implied, made or given by Grantor except as to title as herein given and limited; the Property is conveyed "AS-IS." "WHERE IS." and no warranty or representation of any kind, express or implied, is made as to the condition of the Property, whether improvements or fixtures, sub-soil conditions, or natural or man-made conditions on or under the Property or otherwise; Grantee does hereby waive and disclaim all representations and warranties, express or implied, of any kind, nature or type whatsoever with respect to the property, including by way of description but not limitation, those of condition, characteristics, merchantability, tenantability, habitability, suitability, and fitness for a particular purpose or use, and Grantee releases Grantor from any claim, cause of action or other assertion of right with regard thereto.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first written above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

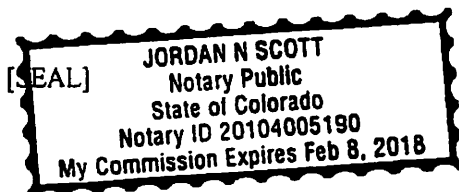
Delores L. Pomerinke Officer

STATE OF COLORADO)

CITY AND COUNTY OF DENVER) ss. *6/10/15*

The foregoing instrument was acknowledged before me this 15 day of May, 2016, by Delores L. Pomerinke, in her capacity as Officer of Wells Fargo Bank, National Association.

Witness my hand and official seal.




Notary Public

My commission expires: 02/08/2018

D.F \$32.00

After Recording Return To:
8383 Rosemary, LLC
8383 Rosemary Street
Commerce City, CO 80022

SPECIAL WARRANTY DEED

THIS DEED is made this 18th day of May, 2016, between **WELLS FARGO BANK, NATIONAL ASSOCIATION**, whose address for purposes of this Deed is 1740 Broadway, MAC C7300-079, Denver, CO 80203, ("Grantor"), and **8383 ROSEMARY, LLC**, a Colorado limited liability company, whose address is 8383 Rosemary Street, Commerce City, CO 80022 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, known as 8383 Rosemary Street, Commerce City, CO 80022, and being more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

("Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above-bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above-bargained and described, with the appurtenances unto Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor, except as set forth below.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the real property records (and related and predecessor real property records) for the County in which the Property is located, to the extent such matters are applicable to the Property including, without limitation: all restrictions, reservations, covenants, and exceptions listed in Exhibit "B" attached hereto.

This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Property: (1) existing deed restrictions and restrictive covenants affecting the Property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or

HTC® H0 462-546

privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) reservations or other exceptions of record or known to the Grantee; (9) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (10) any matters that would be reflected on a current survey of the Property, including but not limited to, access to the Property; (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Grantee; and (12) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, including any restrictions or conditions related to building permits or construction of improvements.

Grantee and its agents, having completed a full inspection of the Property and any improvements located thereon, if any, acknowledge there is no warranty, express or implied, made or given by Grantor except as to title as herein given and limited; the Property is conveyed "AS-IS," "WHERE IS," and no warranty or representation of any kind, express or implied, is made as to the condition of the Property, whether improvements or fixtures, sub-soil conditions, or natural or man-made conditions on or under the Property or otherwise; Grantee does hereby waive and disclaim all representations and warranties, express or implied, of any kind, nature or type whatsoever with respect to the property, including by way of description but not limitation, those of condition, characteristics, merchantability, tenantability, habitability, suitability, and fitness for a particular purpose or use, and Grantee releases Grantor from any claim, cause of action or other assertion of right with regard thereto.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

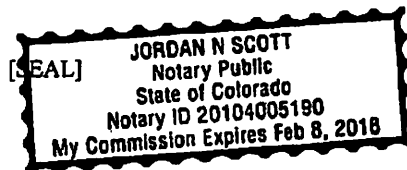
Delores L. Pomerinke Officer

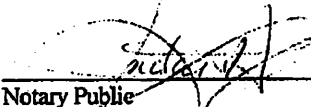
STATE OF COLORADO)

CITY AND COUNTY OF DENVER) ss. *Charles*

The foregoing instrument was acknowledged before me this 18 day of May, 2016, by Delores L. Pomerinke, in her capacity as Officer of Wells Fargo Bank, National Association.

Witness my hand and official seal.




Notary Public

My commission expires: 02/08/2018

RECEPTION#: 2016000100391, 11/21/2016 at 02:22:58 PM, 3 OF 4, State Documentary
Fee \$32.00 TD Pgs: 2 Doc Type:SPWTY Stan Martin, Adams County, CO

EXHIBIT "A"

**LOT 1, GALA GARDENS SUBDIVISION, ACCORDING TO THE PLAT AS
RECORDED MARCH 19, 2007 AS RECEPTION NO. 2007000028072, CITY OF
COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

Exhibit A Exceptions

1. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
2. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
3. All taxes and assessments, now or heretofore assessed, due or payable.
4. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessors.
5. Inclusion of the subject property within the South Adams County Water & Sanitation District, as evidenced by instrument recorded February 17, 1978 in Book 2214 at Page 971 and instrument recorded June 22, 1990 at Reception No. B0950225.
6. Reservation of undivided interest of grantor's right, title and interest in and to all oil, gas and other minerals as contained in deed recorded December 24, 1980 in Book 2518 at Page 918.
7. Terms, conditions, and provisions as contained in Ordinance No. AN-62-85, annexing land to the City of Commerce City recorded December 5, 1985 in Book 3081 at Page 352. Annexation Map recorded in conjunction therewith recorded December 5, 1985 at Reception No. B616454.
8. Terms, conditions, provisions, burdens and obligations as set forth in Notice of Restrictions on Transfer of Real Estate recorded May 9, 1989 in Book 3562 at Page 447.
9. Terms, conditions, provisions, burdens and obligations as set forth in Ordinance No. AN-13-78, Annexing land to the City of Commerce City recorded December 11, 1978 in Book 2300 at Page 623. Annexation Plat in conjunction therewith recorded December 11, 1978 at Reception No. B170874.
10. Notes, easements and any other matters as shown or set forth on the recorded plat of Gala Gardens Subdivision recorded March 19, 2007 at Reception No. 2007000028072.
11. An easement as granted to Public Service Company of Colorado for Utilities an incidental purposes therein as Recorded July 19, 2007 at Reception No. 2007000069195.
12. An easement as granted to Public Service Company of Colorado for a Gas Easement and incidental purposes thereto as Recorded August 28, 2012 at Reception No. 2012000063760.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **WELLS FARGO BANK, NATIONAL ASSOCIATION**, whose address for purposes of this Agreement is 1740 Broadway, MAC C7300-079, Denver, CO 80203 ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, received from **8383 ROSEMARY, LLC, a Colorado limited liability company**, whose address is 8383 Rosemary Street, Commerce City, CO 80022 ("Buyer"), has bargained and sold to Buyer, and by these presents does hereby sell and convey unto Buyer, its agents, representatives, successors and assigns, all its interest in the personal property ("Personal Property") located on the real property known as 8383 Rosemary Street, Commerce City, CO 80022, and being more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Seller represents that it purchased the Personal Property from a Colorado State Sales Tax Sale held on March 1, 2016, and is hereby conveying all interest it acquired in the Personal Property as a result of that sale, but makes no further representations as to title or condition of such Personal Property.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this 18th day of May, 2016.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Delores L. Pomerinke, Officer

STATE OF COLORADO)

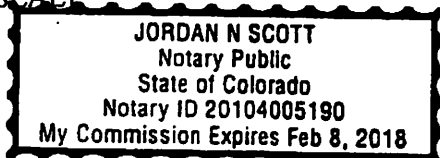
CITY AND COUNTY OF DENVER)

) ss.

The foregoing instrument was acknowledged before me this 18 day of May, 2016, by Delores L. Pomerinke, in her capacity as Officer of Wells Fargo Bank, National Association.

Witness my hand and official seal.

[SEAL]



Notary Public

My commission expires: 02/08/2018

EXHIBIT "D"

SPECIAL PROVISIONS

Notwithstanding anything to the contrary contained in this Purchase Agreement:

- A. The terms of this Special Provisions shall survive the Closing and delivery of the Deed described in the Purchase Agreement.
- B. The conveyance of Seller's interest in the Real Property to Buyer shall be by Special Warranty Deed conveying the Real Property to Buyer, which includes, among other provisions, the following provisions ("Permitted Exceptions"):

"This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Real Property Records (and related and predecessor real property records) for the County in which the Real Property is located, to the extent such matters are applicable to the Real Property including, without limitation: all restrictions, reservations, covenants, and exceptions listed in the commitment for title insurance issued in connection with this Purchase Agreement."

"This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Real Property: (1) existing deed restrictions and restrictive covenants affecting the Real Property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the Real Property is a part; (8) reservations or other exceptions of record or known to the Grantees; (9) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Real Property, as amended, including the platted easements and assessments set out therein; (10) any matters that would be reflected on a current survey of the Real Property, including but not limited to, access to the Real Property; (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Grantees; and (12) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, including any restrictions or conditions related to building permits or construction of improvements."

"Grantees and their agents, having completed a full inspection of the Real Property and any improvements located thereon, if any, acknowledge there is no warranty, express or implied, made or given by Grantor except as to title as herein given and limited; the Real Property is conveyed "AS-IS," "WHERE IS," and no warranty or representation of any kind, express or implied, is made as to the condition of the Real Property, whether improvements or fixtures, sub-soil conditions, or natural or man-made conditions on or under the Real Property or otherwise; Grantees do hereby waive, and Grantor does hereby disclaim, all representations and warranties,

express or implied, of any kind, nature or type whatsoever with respect to the real property, including by way of description but not limitation, those of condition, characteristics, merchantability, tenantability, habitability, suitability, and fitness for a particular purpose or use, and Grantees release Grantor from any claim, cause of action or other assertion of right with regard thereto."

PROMISSORY NOTE TO PAY AMPARO APARTMENTS, LLC

Principal Amount \$375,000.00

Denver, Colorado

July 1, 2016

FOR VALUE RECEIVED, Sergio Perez, hereinafter referred to as the "Maker," and whom resides at 644 W. Oak Hills Ln., Castle Rock, CO 80108, hereby promises to pay to Amparo Apartments, LLC, hereinafter referred to as the "Payee," the principal sum of Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00), on demand, payable in three hundred (300) consecutive monthly installments of One Thousand and Two Hundred and Fifty Dollars (\$1,250.00) on the fifth (5th) day of each month, beginning on September 1, 2016 and ending on September 1, 2041, when the principal sum shall have been fully paid. The principal sum shall be payable on demand and may be prepaid in full or in part at any time without penalty.

Payments of principal shall be made in lawful money of the United States of America at such place as the Payee may from time to time designate.

If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Payee ("Acceleration"). The Payee shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

No waiver by the holder hereof of any default by the Maker hereunder shall constitute a waiver of any subsequent default of the same or of a different character. The Maker and endorsers hereof severally waive presentment for payment, protest, notice of nonpayment and of protest, and waive any extension of time of payment and partial payment before, at or after maturity.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the state of Colorado.

MAKER:



Sergio Perez

AGREEMENT TO FINANCE LOAN

I, Ernestina Perez, am one of two members of Amparo Apartments, LLC. I am aware that Amparo Apartments, LLC has loaned to Sergio Perez, whom resides at 644 W. Oak Hills Ln., Castle Rock, CO 80108, a sum of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) payable in three hundred (300) consecutive monthly installments of One Thousand and Two Hundred Fifty Dollars (\$1,250.00), payable on the fifth (5th) day of each month, beginning on September 1, 2016 and ending on September 1, 2041, the date by which the principal sum shall have been fully paid (the "Loan"). The Loan was used to buy the property located at 8383 Rosemary St., Commerce City, Co 80022.

I agree to the aforementioned loan from Amparo Apartments, LLC to Sergio Perez, and I relinquish any right or interest associated with Tradicion LLC or profits and/or losses therefrom.

Dated this 23rd day of December, 2016.


Ernestina Perez, Member
Amparo Apartments, LLC

TAX LIEN SALE CERTIFICATE OF REDEMPTION

State of Colorado,
ADAMS County. ss.

County Treasurer
ADAMS

Tax Lien Sale No.
2015-05101

I HEREBY CERTIFY that the Real Estate or Manufactured Home hereinafter described, situated in ADAMS COUNTY and the State of Colorado, which was sold for Delinquent Taxes for the year 2014 has this day been redeemed by
WELLS FARGO BANK NATIONAL ASSOCIATION
1455 W LAKE ST SUITE 306
MINNEAPOLIS, MN 55408-2648.

Description of Property Redeemed	Amounts By Years
ACCOUNT NO: R0174922	PARCEL ID: 0172128309001
2014 Tax Sale	\$220.61
Endorsement	
Interest	\$5.52
Redemption Fee	\$7.00
SUB:GALA GARDENS SUBDIVISION LOT:1	\$233.13

In Witness Whereof, I have set my Hand and Seal, this Jan-14-2016, BRIGITTE C. GRIMM, Treasurer, ADAMS County,

Amount of Redemption: \$220.61
Redemption Fee: \$7.00
Interest: \$5.52
TOTAL: \$233.13

Treasurer, Adams County, Brigitte Grimm

Brigitte C. Grimm



By

BRIGITTE C. GRIMM
ADAMS COUNTY TREASURER
4430 S. ADAMS COUNTY PARKWAY
BRIGHTON, CO 80601

RETURN DOCUMENT TO:

WELLS FARGO BANK NATIONAL ASSOCIATION
1455 W LAKE ST SUITE 306
MINNEAPOLIS, MN 55408-2648

LIEN HOLDER:

FIG CAPITAL INVESTMENTS CO13 LLC
PO BOX 54418
NEW ORLEANS, LA 70154-4418
US

MEMO

POLICE
DEPARTMENT

To: City Clerk Laura Bauer

From: Commander Matt Rippy

Subject: Liquor License Background Investigation, re: Tradicion Bar & Grill


Date: February 7, 2017

Laura,

The Police Department has concluded the requested background investigation associated with Sergio PEREZ, in relation to the pending liquor license application for Tradicion Bar & Grill, 8383 Rosemary Street. At this time no adverse information related to PEREZ has been discovered.

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

Respectfully,

for 
Commander Matt Rippy

CERTIFICATE OF POSTING

DATE: May 15, 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, **Tradicion LLC dba Tradicion Bar and Grill**, posted a Notice of Public Hearing sign on the premises at **8383 Rosemary**, Commerce City, Colorado, on **May 15, 2017**, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **May 26, 2017** on an application for a **Hotel and Restaurant** Liquor license.

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

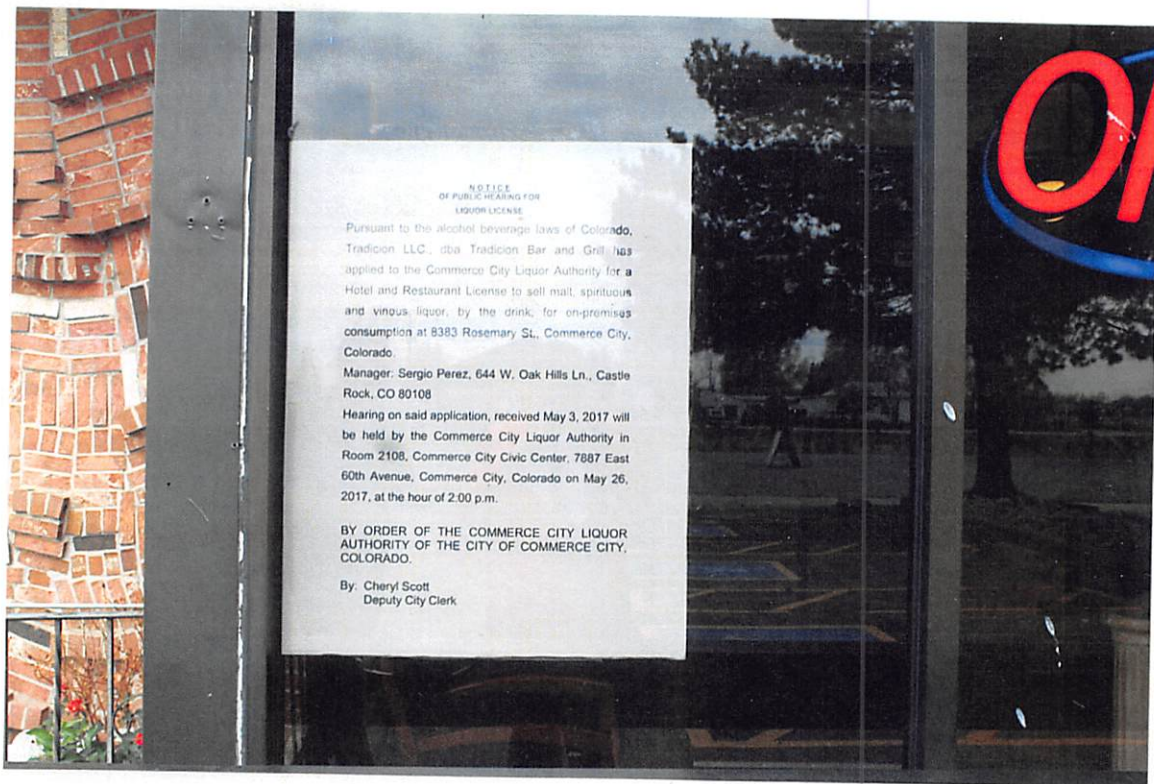
Sergio Perez OWNER

Printed Name and Title of Person Posting

Sergio Perez

Signature

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



NOTICE
OF PUBLIC HEARING FOR
LIQUOR LICENSE

Pursuant to the alcohol beverage laws of Colorado, Tradicion LLC., dba Tradicion Bar and Grill has applied to the Commerce City Liquor Authority for a Hotel and Restaurant License to sell malt, spirituous and vinous liquor, by the drink, for on-premises consumption at 8383 Rosemary St., Commerce City, Colorado.

Manager: Sergio Perez, 644 W. Oak Hills Ln., Castle Rock, CO 80108

Hearing on said application, received May 3, 2017 will be held by the Commerce City Liquor Authority in Room 2108, Commerce City Civic Center, 7887 East 60th Avenue, Commerce City, Colorado on May 26, 2017, at the hour of 2:00 p.m.

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

By: Cheryl Scott
Deputy City Clerk

Oedipus, Inc.
Empirical Data Services

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

15 May 2017

Ms. Laura Bauer, MMC, City Clerk
City Clerk's Office, Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

Tradición, LLC, dba Tradición Bar & Grill
8383 Rosemary Street, Commerce City, CO 80022
Hotel & Restaurant Liquor License

- PETITION & TELEPHONE SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE & ECONOMIC ANALYSIS

Dear Ms. Bauer,

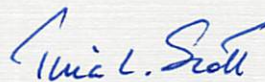
Find enclosed two (2) petition packets circulated by Oedipus, Inc. together with our Report. Generally, our results are:

Hotel & Restaurant Liquor License Results

83	Signatures Favoring Issuance Businesses: 19; Residences: 64	/ 0 Deleted
1	Signatures Opposing Issuance Businesses: 0; Residences: 1	/ 0 Deleted
84	Total Signatures	/ 0 Deleted

Max Scott will be attending the upcoming public hearing scheduled for the 25th of May 2017 to testify on the survey methodology and results. Should you have any questions in the meantime, please call.

Respectfully,



Tina L. Scott
Oedipus, Inc.

Encl: Two (2) Petition Packets
Original Report

cc: Refugio Perez, Esq.

Via: Hand Delivery - Boulder Denver Couriers

Oedipus, Inc.

Empirical Data Services

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

26 May 2017

Local Licensing Authority
Commerce City, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

Tradición, LLC, dba Tradición Bar & Grill
8383 Rosemary Street, Commerce City, CO 80022
Hotel & Restaurant Liquor License

- PETITION & TELEPHONE
SURVEYS
Liquor & 3.2 Beer Licensing
Rezoning
Opinion Poll
Venue
Special Tax Districts
- LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employee was briefed on the application.
2. The employee carried a clipboard with the following:
 - A. Two maps of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. This petition/opinion poll was performed on Tuesday, Wednesday and Thursday, 9, 10 and 11 May 2017 (businesses and residences) within the neighborhood defined by the City Clerk's Office of Commerce City (see map). The circulation packet has a cover map, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
5. Two (2) petition packets (one packet representing businesses, one packet representing residences) together with a Summary Letter and this Report were prefiled via hand-delivery with the office of Ms. Laura Bauer, MMC, City Clerk for the City of Commerce City, to comply with the prefilings deadline.

PETITION/OPINION POLL RESULTS

1. **Total Doorknocks:**

Not-at-Homes and/or Business Owners/Managers Not Available	65
Not Qualified to Sign	7
Preferred to Not Participate	18
Parties in Interest that Participated	84
Deleted Signatures	<u>0</u>
Total Base Figure	174

2. **Qualified Contacts:**

A. **Signatures and Those Not Signing**

Residential Signatures Favoring Issuance	64
Business Signatures Favoring Issuance	19
Not Signing/Favoring Issuance	0
 Residential Signatures Opposing Issuance	 1
Business Signatures Opposing Issuance	0
Not Signing/Opposing Issuance	<u>0</u>
Total Contacts	84

A. **Breakdown of Reasons of Signatures in Opposition:**

No Need	0
Abhorrence of Alcohol	0
Religious Objections	0
Usage Objections	0
Miscellaneous Reasons	1
No Reason Given	<u>0</u>
Total Signatures	1

3. **Needs and Desires Signatures:**

Signatures Favoring Issuance (Based on Needs/Desires)	83			
Favoring Issuance/Not Signing (Based on Needs/Desires)	0	}	83	= 100.00%
 Signatures Opposing Issuance (Based on Needs/Desires)	 0			
Opposing Issuance/Not Signing (Based on Needs/Desires)	0	}	<u>0</u>	= <u>0.00%</u>
Total Base Figure	83		=	100.00%

The petition packets are presented as follows: Cover map, petitions, and affidavit.

#1 & #2 / Andrew Hopkins / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

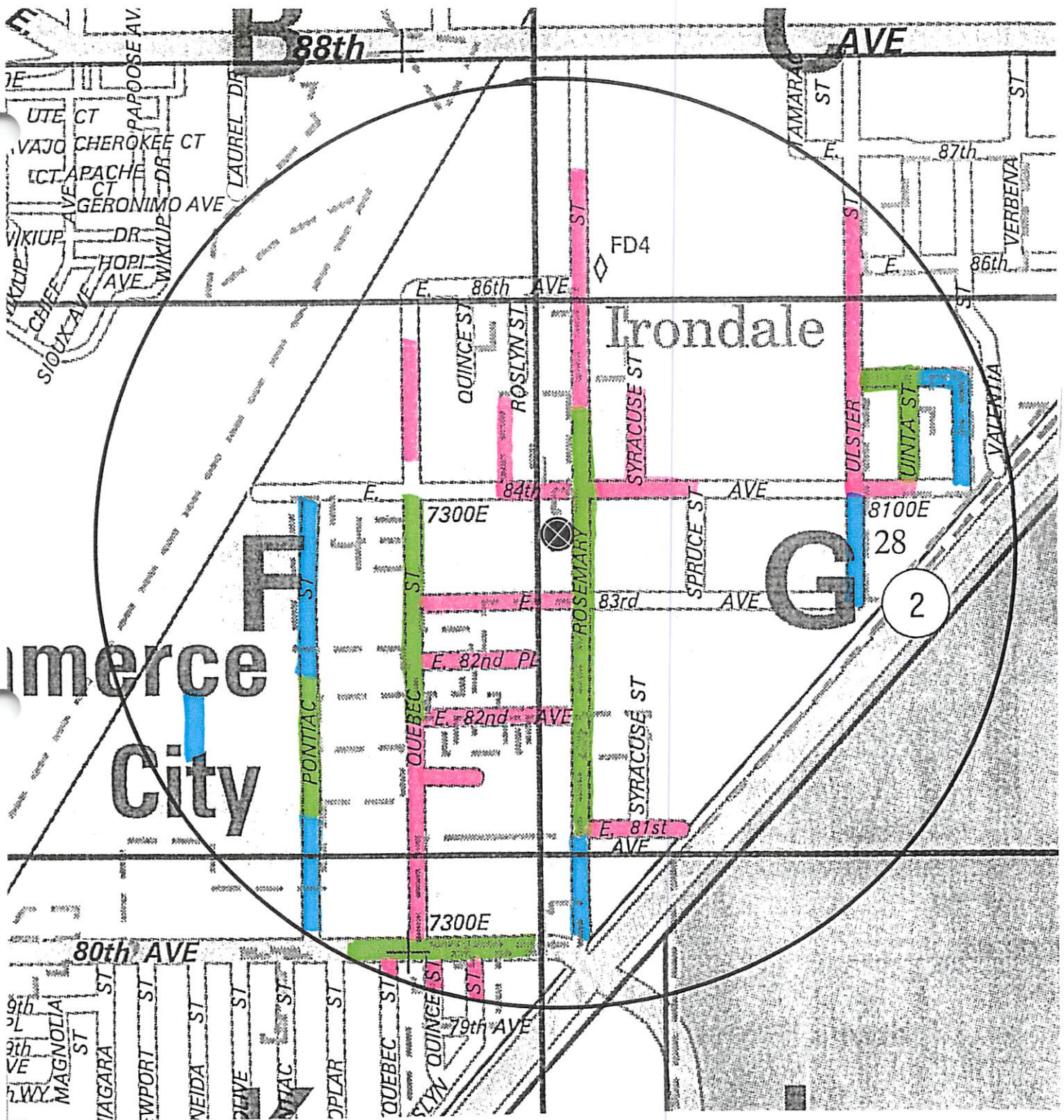
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the "needs and desires" criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.



● - BUSINESSES ● - RESIDENCES
● - BOTH BUSINESSES & RESIDENCES

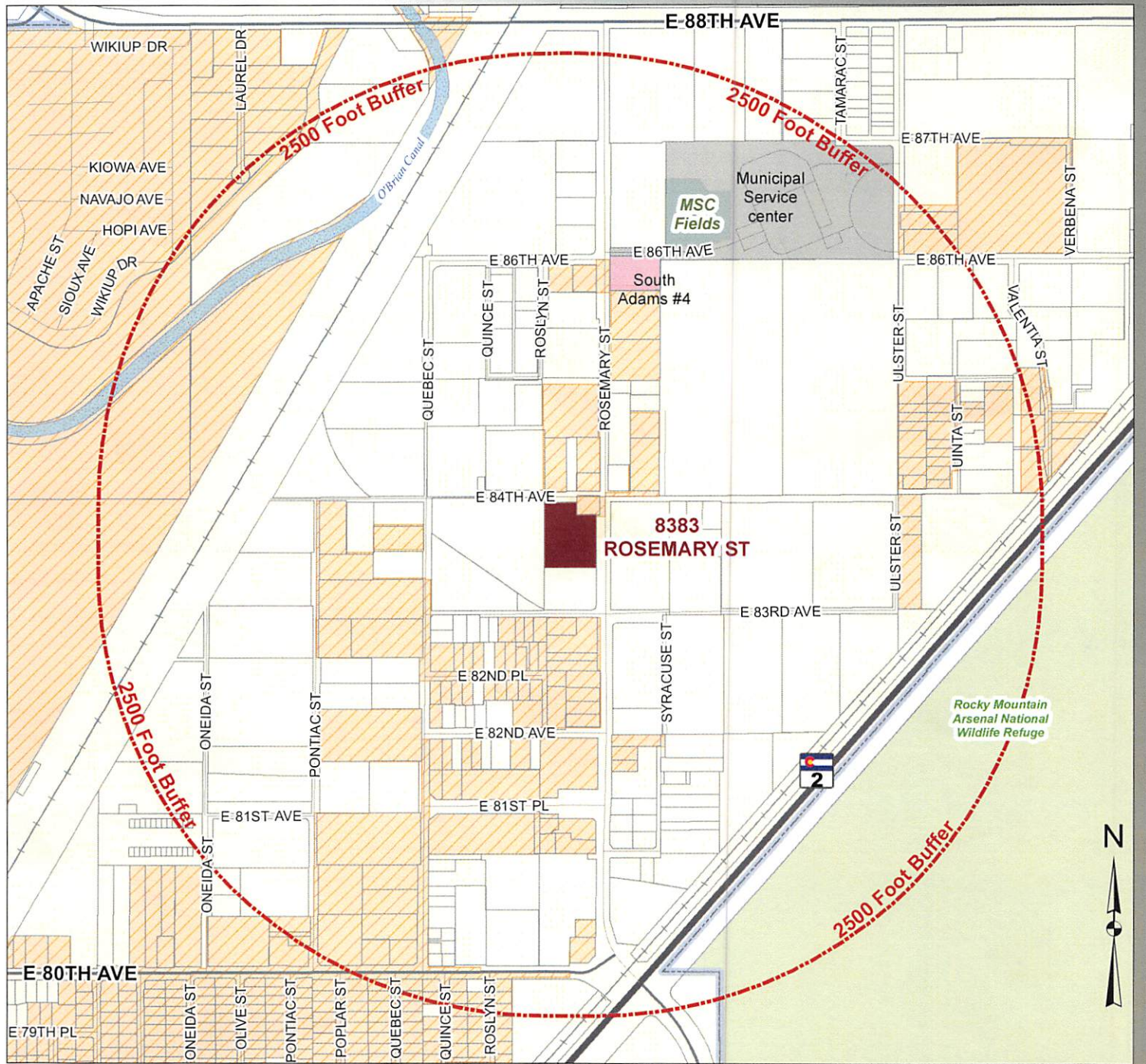
APPLICANT/TRADE NAME: TRADICIÓN, LLC, dba TRADICIÓN BAR & GRILL
 SITE LOCATION: 8383 ROSEMARY STREET, COMMERCE CITY, CO 80022
 APPLICATION FOR: HOTEL & RESTAURANT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]
 PUBLIC HEARING: FRIDAY, 26 MAY 2017, 2:00 P.M., COUNCIL CHAMBERS, CIVIC CENTER, 7887 EAST 60TH AVENUE, COMMERCE CITY, CO
 DEFINED NEIGHBORHOOD: 2,500 FOOT RADIUS AREA DEFINED BY THE CITY CLERK'S OFFICE OF COMMERCE CITY

8383 Rosemary Street

Data Source:

Commerce City
7887 E 60th Ave
Commerce City, CO 80022

www.c3gov.com
(303) 289-3635



DISCLAIMER
This map is a general representation and is produced for general representation only. The map may contain information that is no longer current. The City does NOT warrant the precise boundaries, nor the zoning classification for a district.

The City of Commerce City shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of cause and assumes no liability for any decisions made or actions taken or not taken in reliance upon this map or any information provided on map.

- 2500 Foot Buffer
- 8383 Rosemey
- Parcel
- City Limits

- Fire Station
- Government Center
- Neighborhood Park

- Rocky Mtn Arsenal
- Enclaves
- Railroad
- State Highway
- Major Streets
- Local Streets

Date Printed: 5/3/2017
Map Source: IT GIS Division

0 0.15 0.3 Miles

COMMERCE CITY LOCAL LICENSING AUTHORITY, ADAMS COUNTY, COLORADO

PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A NEW
HOTEL AND RESTAURANT LICENSE

IN RE:

TRADICION LLC DBA TRADICION BAR AND GRILL LOCATED AT 8383 ROSEMARY ST.,
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 Hotel & Restaurant license, an investigation has been made, and based on the results thereof the following has been determined:

- 1) The application and request for temporary permit was originally submitted as a transfer of ownership under operation of law on December 29, 2016. The application was accepted incomplete to ensure that the license was still valid. The prior license under Gala Gardens was going to expire December 31, 2016. The renewal was also accepted with applicable fees in case the state required them. The application was originally deemed complete on January 5, 2017. The temporary permit was denied on January 12, 2017 due to an inconsistent answer reported on the Individual History Report. The letter mailed to the premise was returned undeliverable, so the letter was e-mailed on January 30, 2017. On May 1, 2017 Kelly Haralson, licensing supervisor at the state, informed the applicant that they didn't accept the liquor license application. On May 5, 2017 the applicant informed the city of their desire to move forward with their application as a new Hotel & Restaurant Liquor License.
- 2) That the new application for a Hotel & Restaurant was filed on May 3, 2017.
- 3) That the Notice of Public Hearing on this matter was published in the Commerce City Sentinel Express on May 16, 2017.
- 4) 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.
- 5) That 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.
- 6) That the Business License Department indicates that the applicant has a Sales and Use Tax License.
- 7) That the public hearing on the application will be held on May 26, 2017 at 2:00 p.m. in Room 2108 of the Civic Center, 7887 E. 60th Avenue, Commerce City, Colorado. 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) That at the public hearing, pursuant to C.R.S. Section 12-47-312, as amended, 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) That at the public hearing, pursuant to C.R.S. Section 12-47-313(d)(1), as amended, the applicant has the burden of proving that the establishment located at 8383 Rosemary, 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.
- 10) A petition of the neighborhood desires was submitted on May 18, 2017, by Oedipus, Inc. and the results are 100% in favor to the license being granted.

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 May 19, 2017

LOCAL LICENSING AUTHORITY
CITY OF COMMERCE CITY, COLORADO



By 



Commerce
CITY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

7887 East 60th Avenue
Commerce City, Colorado 80022
(303) 227-8854
<http://www.c3gov.com>

Tradicion Bar & Grill LLC

Mailing Address:

Tradicion Bar & Grill LLC
8383 Rosemary St
Commerce City, CO 80022

Business Address:

Tradicion Bar & Grill LLC
8383 Rosemary St
Commerce City, CO 80022

BUSINESS LICENSE

License Number: 26327

LICENSE TYPE	
General Business License	\$0.00

No liquor sales allowed

NOTICE: THIS LICENSE MUST BE SURRENDERED UPON REVOCATION, SUSPENSION, TERMINATION, OR OWNERSHIP TRANSFER. COMPLIANCE WITH PROVISIONS OF THE COMMERCE CITY CODE OF ORDINANCES IS REQUIRED FOR LICENSE TO REMAIN EFFECTIVE.

BUSINESS LICENSING AGENT: Karen Santos