AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Colorado Liquor Retail License App

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC approval of new Liquor License for Tassinong Farms LLC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

New Liquor License for Tassinong Farms LLC, DBA Tassinong Farms Food & Wine. Located at 241 Gillaspey Ave, 1st Floor, Crested Butte, CO 81224. Liquor hearing for approval of this license.

Fiscal Impact: N/A

Submitted by: Kathy Simillion, County Clerk and Recor **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 9/1/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/1/2017 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/5/2017

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 10/3/2017

Revised April 2015

847-687-9905

received 8-24-17

DR 8404 (12/15/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

☒ **New License** ☐ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *www.colorado.gov/enforcement/liquor*

1. Applicant is applying as a/an
☐ Corporation
☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)
☐ Individual
☒ Limited Liability Company
☐ Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: TASSINONG FARMS LLC
FEIN Number: 47-4890534

2a. Trade Name of Establishment (DBA): TASSINONG FARMS FOOD & WINE
State Sales Tax Number: 30048190
Business Telephone: 847-687-9905

3. Address of Premises (specify exact location of premises, include suite/unit numbers): 241 GILLASPEY AVE, 1ST FLOOR,
City: CRESTED BUTTE, CO
County: GUNNISON
State: CO
ZIP Code: 81224

4. Mailing Address (Number and Street): 34 FOX PLACE
City or Town: CRESTED BUTTE
State: CO
ZIP Code: 81224

5. Email Address: tassinongfarms@gmail.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — **Nonrefundable Application Fees**

- ☐ Application Fee for New License ~~$1950.00~~ 1550
- ☒ Application Fee for New License w/Concurrent Review 1750 $2050.00
- ☐ Application Fee for Transfer $1950.00

Section B — **Liquor License Fees**

- ☐ Add Optional Premises to H & R $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☒ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50
- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00

Section B (Cont.) — **Liquor License Fees**

- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $75.00
- ☐ Manager Registration - Tavern $75.00
- ☐ Manager Registration - Lodging & Entertainment $75.00
- ☐ Master File Location Fee $25.00 X _____ Total _____
- ☐ Master File Background $250.00 X _____ Total _____
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License--Additional (City) $227.50
- ☐ Retail Liquor Store License--Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ 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

- ☑ A. Applicant/Licensee identified
- ☑ B. State sales tax license number listed or applied for at time of application
- ☑ C. License type or other transaction identified
- ☑ D. Return originals to local authority
- ☑ E. Additional information may be required by the local licensing authority
- ☑ F. All sections of the application need to be completed

II. Diagram of the premises

- ☑ A. No larger than 8 1/2" X 11"
- ☑ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☑ C. Separate diagram for each floor (if multiple levels)
- ☑ D. Kitchen - identified if Hotel and Restaurant
- ☑ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant
- ☐ 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

- ☐ A. Individual History Records(s) (Form DR 8404-I)
- ☐ B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants)
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☑ A. Form DR 4679
- ☑ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☐ A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation
- ☐ 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)

- ☐ A. Partnership Agreement (general or limited). Not needed if husband and wife
- ☐ B. Certificate of Good Standing (If formed after 2009)

VIII. Limited Liability Company applicant information (if applicable)

- ☒ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)
- ☒ B. Certificate of Good Standing
- ☒ C. Copy of operating agreement
- ☐ D. Certificate of Authority if foreign company

IX. Manager registration for Hotel and Restaurant, Tavern and Lodging & Entertainment licenses when included with this application

- ☐ A. $75.00 fee
- ☐ B. Individual History Record (DR 8404-I)
- ☐ C. If owner is managing, no fee required

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?	☐	☒
(b) Had an alcohol beverage license suspended or revoked?	☐	☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
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. _____	☐	☒
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?	☐	☒
or		
Waiver by local ordinance?	☐	☐
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **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.	☐	☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **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.	☐	☐
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
13b. Are you a Colorado resident?	☒	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☒
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
☒ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

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.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following: (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.**	☐	☐
19. 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?	☐	☐
(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?	☐	☐
(c) How long has the club been incorporated?		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☐
20. 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)	☐	☐

21. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment or Tavern License, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager

22. 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

23. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes ☐ No ☒

If yes, provide an explanation and include copies of any payment agreements.

24. 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
KATHRYN A. HAVERKAMPF	34 FOX PL. CRESTED BUTTE, CO 81224	6/17/75	OWNER	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 above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to 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	Date
	KATHRYN HAVERKAMPF, OWNER	3/25/17

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date _____

☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☐
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	☐	☐
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.		
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County

Signature	Print	Title	Date
Signature	Print	Title	Date

DR 8404-I (08/10/16)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

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

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

1. Name of Business TASSINONG FARMS LLC	Home Phone Number 970 349 2045	Cellular Number 847-687-9905
2. Your Full Name (last, first, middle) KATHRYN ANN HAVERKAMPF	3. List any other names you have used KATHRYN ANN LOOFT	
4. Mailing address (if different from residence) ~~34~~ Same	Email Address KatchaverKampf@gmail.com	

5. List current residence address. Include any previous addresses within the last **five** years. (Attach separate sheet if necessary)

	Street and Number	City, State, Zip	From	To
Current	34 Fox Place	Crested Butte, CO 81224	6/2012	current
Previous	602 RAVINE AVE	LAKE BLUFF, IL 60044	1/2010	6/2012

6. List all employment within the last **five** years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Tassinong Farms	241 Gillaspey ave. Crested Butte, CO	Owner	8/2015	current
Appirio	201 S. Capitol ave. Indianapolis, IN	Consultant	5/2014	7/2015
AON Hewitt	200 E. Randolph St. Chicago, IL	Consultant	4/2012	5/2014

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative	Relationship to You	Position Held	Name of Licensee
N/A			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No

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

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

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

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
6/17/1975	316-90-5431	VALPARAISO, INDIANA	☒ Yes ☐ No

e. If Naturalized, state where	f. When	g. Name of District Court

h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number

l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If so, give number and state.
5'3	160	BLOND	HAZEL	F	W	☒ Yes ☐ No # 07-340-0890 State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. $ 200,000

b. List the total amount of the **personal** investment , made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $ 200,000

*** If corporate investment only please skip to and complete section (d)**

**** Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	BROKERAGE/CHECKING	FIDELITY	200,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature	Print Signature	Title	Date
	KATHRYN HAVERKAMPF	OWNER	9/30/17

DR 4679 (09/21/06)
COLORADO DEPARTMENT OF REVENUE

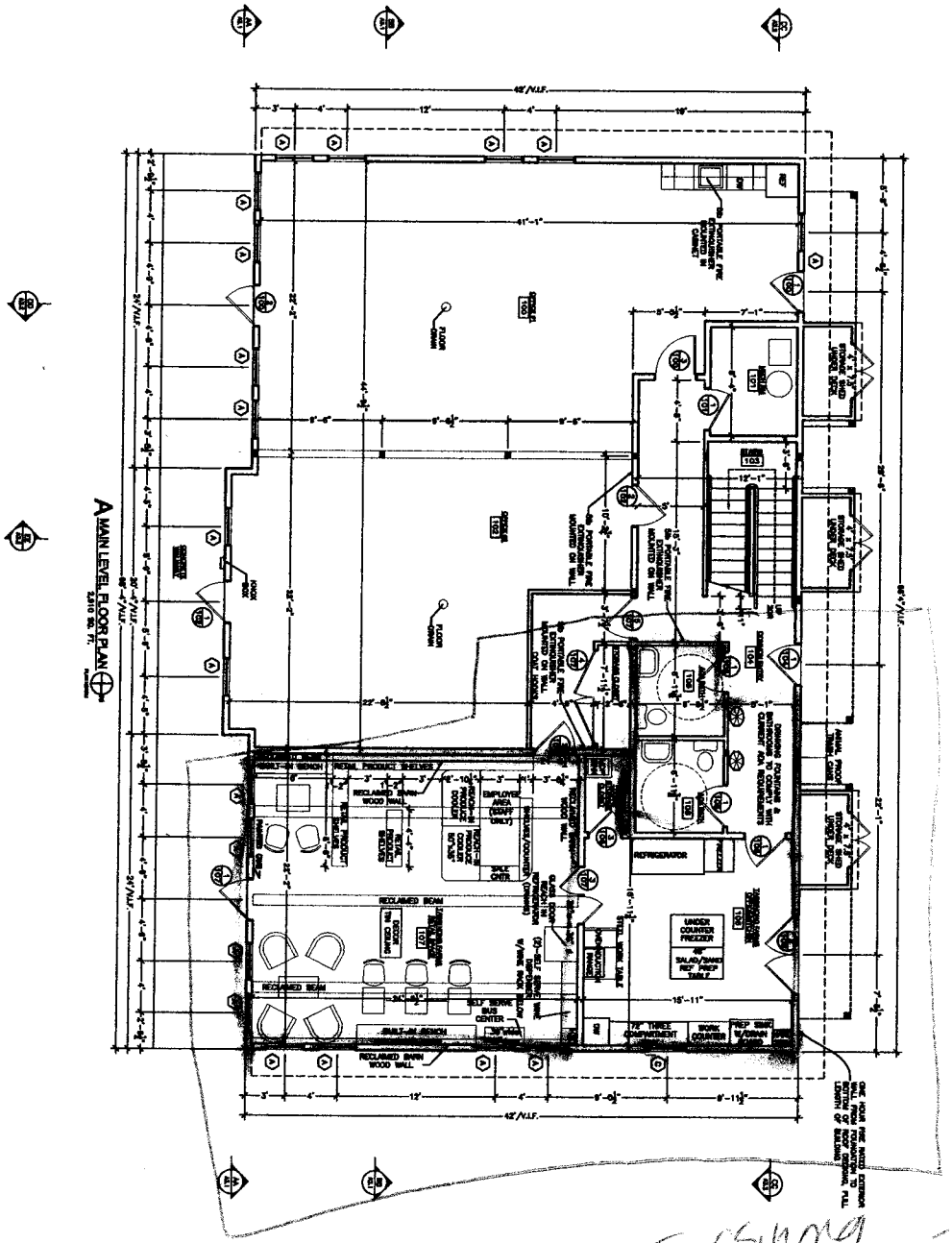
AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, KATHRYN A. HAVERKAMDF, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- [x] I am a United States citizen.
- [ ] I am not a United States citizen but I am a Permanent Resident of the United States.
- [ ] I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- [ ] I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature	Date
	3/25/17

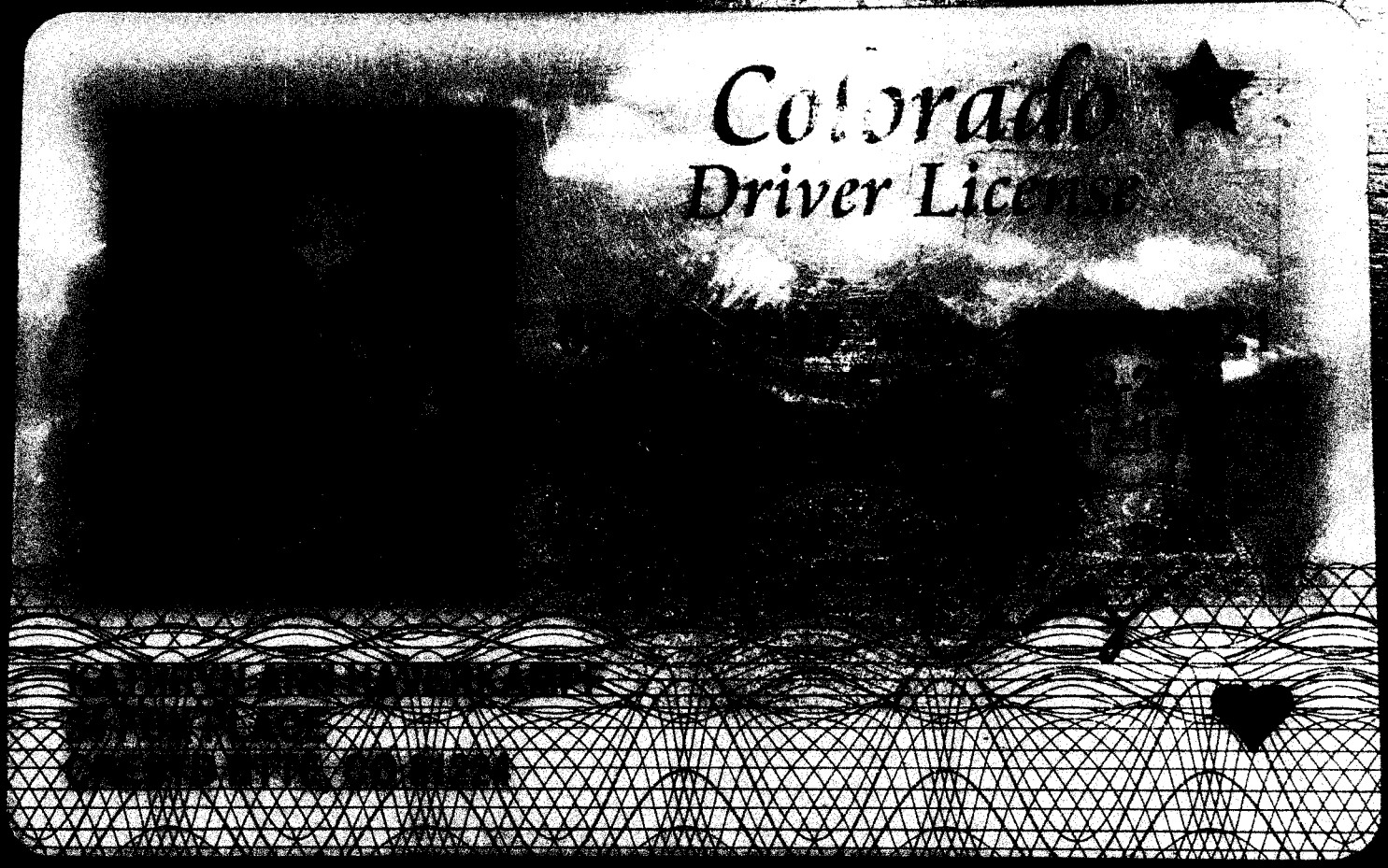


a1.1

alpine dwelling
FULL SERVICE ARCHITECTURAL DESIGN

MAIN LEVEL FLOOR PLAN

haverkampf commercial
241 GILLASPEY AVENUE, LOT 26, BLK 5, FILING 2
CRESTED BUTTE, COLORADO


Colorado
Driver License

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,

Tassinong Farms LLC

is a

Limited Liability Company

formed or registered on 08/07/2015 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 20151514142 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2017 that have been posted, and by documents delivered to this office electronically through 08/15/2017 @ 16:20:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/15/2017 @ 16:20:48 in accordance with applicable law. This certificate is assigned Confirmation Number 10395062 .

Secretary of State of the State of Colorado

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

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

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

E-Filed

Colorado Secretary of State
Date and Time: 08/07/2015 08:14 PM
ID Number: 20151514142

Document number: 20151514142
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

Tassinong Farms 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

34 Fox Place
(Street number and name)

Crested Butte — CO — 81224
(City) *(State)* *(ZIP/Postal Code)*

(Province – if applicable) — United States
(Country)

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)

Haverkampf — Kathryn
(Last) *(First)* *(Middle)* *(Suffix)*

or

(if an entity)

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

Street address

34 Fox Place
(Street number and name)

Crested Butte — CO — 81224
(City) *(State)* *(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) Haverkampf (Last) Kathryn (First) (Middle) (Suffix)

or

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

Mailing address 34 Fox Place
(Street number and name or Post Office Box information)

Crested Butte (City) CO (State) 81224 (ZIP/Postal Code)
(Province – if applicable) United States (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

Haverkampf (Last) Kathryn (First) _____ (Middle) _____ (Suffix)

34 Fox Place
(Street number and name or Post Office Box information)

Crested Butte (City) CO (State) 81224 (ZIP/Postal Code)

_____ (Province – if applicable) United States (Country)

(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).

LEASE

THIS LEASE, made and entered into as of the 1st day of September, 2017, at Crested Butte, Gunnison County, Colorado, is by and between

AOHCB LLC, a Colorado limited liability company
("Lessor"),

and

Tassinong Farms LLC, a Colorado limited liability company
("Tenant").

FOR AND IN CONSIDERATION of the payment of rent and the keeping and performance of the covenants and agreements set forth herein by Tenant, Lessor has leased and by these presents does grant, demise and lease unto Tenant the following described real property, together with the improvements situate thereon, in the County of Gunnison and State of Colorado, to-wit:

The wine bar/restaurant/commercial kitchen space inside 241 Gillaspey Ave. Crested Butte, CO 81224 and the back yard area of the property where 4 hydroponic farms currently sit ("premises").

TO HAVE AND TO HOLD the same with all the appurtenances unto the said Tenant from September 1, 2017, until August 31, 2027, at and for a rent for the full term aforesaid of Three Hundred Sixty Thousand Dollars ($360,000.00), payable in 120 monthly installments of $3,000.00 each, in advance, on or before the 1st day of each calendar month during said term, without prior notice, deduction, or set-off.

ARTICLE I

TENANT HEREBY COVENANTS AND AGREES WITH LESSOR AS FOLLOWS:

1-1. Rental Payments. To pay the rent on or before the 1st day of each month as hereinabove set forth and further, to pay a late charge of $100 plus interest at a rate of one percent (1%) per month (12% per year) on any rent or other payments which are not paid when due. Before occupying the premises, Tenant shall pay the first month's rent, the last month's rent, and a $3,000.00 damage deposit, at which time Tenant may occupy the premises.

1-2. Utilities. To timely pay all charges for utilities relating to the premises including, without limitation, water, sewage, telephone, gas, electricity, TV and refuse collection. At least monthly, Tenant shall send Lessor written proof of such payments.

1-3. Finishing and Remodeling. To make no finish, remodeling, painting or decoration change or alteration of the premises in any respect without the prior written consent of Lessor, which consent shall not be unreasonably withheld, and further, at its own cost, to do all finish work and remodeling necessary for its business operation to be conducted on the premises. All work by Tenant shall be performed in a workmanlike manner in compliance with applicable building and other codes. All permanent additions and fixtures shall become the property of Lessor.

1-4. Repairs and Maintenance. To make all day to day repairs to the leased premises and equipment as may be necessary to keep the premises in as good a condition as when received, normal wear and tear excepted.

1-5. Refuse and Janitorial. To keep and maintain the premises in a neat, orderly, clean and sanitary condition at all times.

1-6. Use of Premises. To occupy and use the leased premises solely as a retail store, wine bar, food service, and food production establishment and hydroponic farm. No other business or personal use of the premises shall be allowed without Lessor's prior written consent. Tenant further agrees not to occupy or use the said premises, nor permit the same to be occupied or used for any purpose deemed extra-hazardous on account of fire, without the prior written permission of Lessor, nor in any manner which would tend to disturb or annoy any occupant of adjacent or nearby premises.

1-7. Signs. To erect only exterior signs which:

A. Comply with all applicable ordinances of and permits issued by Gunnison County and the Crested Butte South Property Owners Association; and

B. Have received the prior, written approval of Lessor, which approval shall not be unreasonably withheld.

1-8. Liens. To keep the leased premises free and clear of all mechanic's and other liens.

1-9. Insurance. To maintain in force continuously throughout the term of this Lease and any extension hereof, public liability insurance covering the leased premises with a combined single limit of at least $1,000,000, naming Lessor as an additional insured. Proof of insurance coverage in accordance with this paragraph shall be furnished to Lessor within 3 days of Lessor's request. Tenant's personal property shall in no way be insured by Lessor.

1-10. Indemnification. Tenant hereby undertakes to indemnify, defend and hold Lessor harmless from any and all loss, damage or injury to person or property of any kind, including but not limited to reasonable attorneys' fees, arising from Tenant's business operation on the premises or caused by the negligence or intentional acts of Tenant, its agents, employees, customers or visitors.

1-11. Assignment. To not assign, sell or encumber this Lease nor sublet the premises, in whole or in part, directly or indirectly, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. No assignment, sale or encumbrance or subletting shall be at a rental rate in excess of the rental rate set forth in this Lease, without the prior written consent of Lessor. Any assignment, sale or encumbrance or subletting by Tenant shall be with continuing recourse against Tenant. No consent to any assignment or encumbrance or subletting shall constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance covered thereby. Neither this Lease nor any interest herein shall be assignable or transferable by operation of law, and in the event of any proceeding under the Bankruptcy Act involving Tenant, or in the event Tenant should be adjudged insolvent, or make an assignment for the benefit of creditors, or if a Writ of Attachment or execution be levied on the leasehold estate created hereby, or if a receiver be appointed in any proceeding or action to which Tenant is a party, with authority to take possession or control of the leased premises or the business conducted therein by Tenant, this Lease, at the option of Lessor, shall terminate immediately and shall not be treated as an asset of Tenant after the exercise of said option by Lessor. Lessor shall have the right, after the exercise of said option, forthwith to re-enter and to repossess the premises.

1-12. Inspection of Leased Premises. Tenant agrees to allow Lessor or its authorized representatives to enter upon the leased premises at any reasonable hour to inspect the premises. Tenant has inspected the premises and hereby acknowledges the premises as being clean, in good order, condition or repair. During the term of this Lease, Tenant will be responsible for any repairs to the premises and Tenant agrees to remit payment to Lessor for any repairs upon notification by Lessor and presentation of the costs to Tenant.

1-13. Payment for Increased Cost and Inventory. Tenant agrees to pay to Lessor any and all increased costs attributable to or arising from Tenant's occupation of the premises.

1-14. Surrender of Premises. Tenant shall quit and surrender the leased premises in as good a state and condition as received, reasonable wear and tear excepted, upon the expiration of the term of this Lease, or any extension hereof. In the event of Tenant's holding over in violation of this paragraph, Tenant shall pay rent at a monthly rate equal to 150% of the monthly rental set forth above. If on the day Tenant vacates the premises, the premises are not ready for occupancy by a subsequent tenant, Tenant under this Lease shall be charged additional rent for every day required to restore the premises to the same state and condition as when received, reasonable wear and tear excepted.

1-15. Storage. Tenant shall not store any personal property outside of the premises.

1-16. Accounts Payable. Tenant shall timely pay all accounts payable, including sales tax, and at least monthly send Lessor written proof such payments.

1-17. Licenses and Permits. Before occupying the premises, Tenant shall obtain its own sales tax license, Gunnison County business license and all other licenses and permits required for Tenant's business operation.

ARTICLE 2

LESSOR HEREBY COVENANTS AND AGREES WITH TENANT AS FOLLOWS:

2-1. Ownership of Premises. Lessor is the sole owner, in fee simple, of the premises and has full right and power to lease the premises for the term set forth above.

2-2. Property Taxes. Lessor pay all real property taxes and special assessments attributable to the premises and equipment.

2-3. Structural Repairs. Lessor shall maintain the structure of the building in which the premises are located. Tenant shall pay for all repairs, including structural repairs, necessitated by Tenant's negligent or willful acts.

ARTICLE 3

TENANT AND LESSOR HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

3-1. Renewal. Tenant has no right or option to renew this Lease

3-2. Non-disturbance. Upon sale of the premises this Lease shall remain a binding obligation upon Lessor's successor.

3-3. Default.

A. The following shall constitute default by Tenant under this Lease:

(1) Tenant's failure to pay any installment of rent, other charge, or money obligation hereunder, if such failure continues for a period of three (3) days after written notice thereof to Tenant.

(2) Tenant's failure to comply with any term, provision or covenant of this Lease which continues for a period of three (3) days after written notice thereof to Tenant.

(3) Tenant's insolvency or transfer in fraud of creditors, or Tenant's assignment for the benefit of creditors.

(4) Tenant's filing of a petition under the Bankruptcy Acts.

(5) The appointment of a receiver or trustee for Tenant's interest in the premises or for all or substantially all of the assets of Tenant.

(6) Tenant's abandonment or vacation of any substantial portion of the leased premises.

(7) The filing or creation of a lien on the leased premises as a result of Tenant's action or inaction.

B. In the event of any default by Tenant under this Lease, Lessor shall have the right to cancel this Lease in the following manner:

(1) Lessor shall give to Tenant written notice, by certified mail, of such default.

(2) Tenant shall have three (3) days from the date of mailing of such notice to correct said default and if said default remains uncured for three (3) days after the date of said notice, Lessor shall have the right to terminate this Lease.

(3) In the event of such default by Tenant, Lessor, in addition to other rights and remedies Lessor may have, shall have the immediate right to re-enter upon the leased premises and may remove all persons and property from said premises and no such re-entry shall be considered or construed to be forcible entry upon such property.

3-4. Right to Retake Possession. In the event that the leased premises are left vacant or if there should be a default in the rent payments, or a default in any other covenant or provision to be performed by Tenant, as herein set forth, then Lessor may, without terminating this Lease, retake possession of the premises and rent the premises for such rental payments and upon such conditions as Lessor may deem best, making such repairs and alterations to the premises as may be required, giving credit for the amount of rental payments so received, less all expenses incurred, to Tenant and Tenant shall be liable for the balance of the rental payments specified in this lease until the expiration of the term of this Lease. Lessor shall have the right to annually accelerate and collect from Tenant the entire amount of rent payable for up to one year of the unexpired portion of Tenant's Lease term, subject to Lessor's obligation to credit Tenant with any net rental proceeds actually received from a new tenant.

3-5. Tenant's Property. Tenant shall have the right to remove his business property and equipment from the leased premises subject to the following express conditions:

A. Tenant shall not then be in default in the performance of any of the terms and conditions of this Lease.

B. Such property shall not be removed prior to the expiration of the term of this Lease or any extension hereof, except in the ordinary course of business or to replace or exchange equipment, unless the prior written approval of Lessor has been obtained, which approval shall not be unreasonably withheld.

C. No personal property shall be removed which shall have become permanently affixed to the real property and/or which cannot be removed without causing damage or injury to the building of any kind, unless such damage or injury can be and is repaired within a reasonable time following removal.

3-6. Destruction of Premises. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease whereby the premises shall be rendered untenantable, then, rent shall abate during the said periods of untenantability of the demised premises. If said premises are not rendered tenantable within one hundred twenty (120) days, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. In the event damage to the premises is caused by an act of Tenant, or of his employees or patrons, then, and in that event, there shall be no abatement of rent hereunder nor shall Tenant have any right of cancellation.

3-7. Rights are Cumulative. All rights and remedies hereby created for the benefit of Lessor are cumulative and the exercise of any one remedy shall not be taken to exclude or waive the right of Lessor to make use of any other remedy.

3-8. Knowledge of Contents. The parties to this Lease by the execution hereof, acknowledge that they have read the same and every section hereof and have expressed an explicit knowledge and understanding of all matters, things, conditions, stipulations, promises, covenants and agreements herein set forth.

3-9. Notices. All notices and communications required or permitted herein shall be in writing and shall be transmitted by facsimile, email, hand delivery or by registered or certified mail (or equivalent), return receipt requested, to the following addresses:

Lessor: AOHCB LLC
Attn: Andrew Haverkampf
34 Fox Place
Crested Butte, CO 81224
Email: andrewhaverkampf@gmail.com

Tenant: Kathryn Haverkampf
34 Fox Place
Crested Butte, CO 81224
Email: katcharenkamp@gmail.com

Notice shall be deemed properly given when emailed, mailed or hand delivered to the above addresses. Any party may change its address of record by giving written notice of the change to the other party.

3-10. Entire Agreement. This Lease contains the entire agreement of the parties and all discussions, negotiations and representations are merged herein. This Lease shall not be amended except by written instrument signed by Lessor and Tenant.

3-11. Applicable Law. This Lease is entered into at Gunnison County, Colorado. The exclusive proper jurisdiction and venue of any action to interpret or enforce this Lease shall be in the County Court or District Court of Gunnison County, Colorado. If this Lease or any other instrument by way of reference incorporated herein shall contain any term or provision which shall be invalid or unenforceable, the remainder of the Lease and other instruments, as the case may be, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted by law.

3-12. Attorneys' Fees. If any action is brought in a court of law to enforce, interpret or construe this Lease or any document provided for herein or related hereto, the prevailing party in such action shall be awarded all reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action, including expert witness fees and expenses. In the event that Lessor retains an attorney to collect rent or enforce any other provision hereof, Tenant shall pay all reasonable attorneys' fees in connection therewith upon presentation of a statement therefor.

3-13. Binding Agreement. This Lease shall be binding upon the heirs, executors, representatives, successors, administrators and assigns of the parties hereto.

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

LESSOR:

AOHCB LLC, a Colorado limited liability company

By: _____
Andrew O. Haverkampf,
Member

TENANT:

Tassinong Farms LLC, a Colorado limited liability company

_____
Kathryn Haverkampf,
Member