



LIQUOR LICENSE AUTHORITY

REGULAR MEETING AGENDA

February 10, 2021
7:00 PM
Virtual Meeting
2 Park Avenue
Firestone, CO 80504

1. Access Information

1.a. Town of Firestone is inviting you to a scheduled Zoom meeting.

Topic: 02-10-2021 Liquor License Authority Meeting
Time: Feb 10, 2021 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83828898305?pwd=c2RqdVhEa0lvV0FiYTJxam5iQTFodz09>

Meeting ID: 838 2889 8305

Passcode: 625427

One tap mobile

+13462487799,,83828898305#,,,,*625427# US (Houston)

+16699009128,,83828898305#,,,,*625427# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 838 2889 8305

Passcode: 625427

Find your local number: <https://us02web.zoom.us/j/83828898305?pwd=c2RqdVhEa0lvV0FiYTJxam5iQTFodz09>

2. Call to Order & Roll Call

3. Pledge of Allegiance

4. Approval of Agenda

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

6. Consent Agenda

6.a. Approval of August 12, 2020 Meeting Minutes

7. **Liquor Hearing**

7.a. **LIQUOR HEARING**: Transfer of Ownership Application for a Retail Liquor Store License for Gurnam, Inc. dba Firestone Liquors located at 562 1st Street, Firestone, Colorado 80520

8. **Adjournment**

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
LIQUOR LICENSE AUTHORITY**



AIM#: 6.a

Consent Agenda

Meeting Date: February 10, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

Approval of August 12, 2020 Meeting Minutes

SUMMARY

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of August 12, 2020 Draft Meeting Minutes

ALTERNATIVES

ATTACHMENTS

1. 08-12-2021 LLA Minutes

FINANCIAL CONSIDERATIONS

TOWN OF FIRESTONE, COLORADO
Liquor License Authority
MINUTES
August 12, 2020

1. Access Information

- 1.a.** Topic: 08-12-2020 Liquor License Authority Meeting
Time: Aug 12, 2020 06:45 PM Mountain Time (US and Canada)
Join Zoom Meeting
<https://us02web.zoom.us/j/88402682476?pwd=eE5LMkswNk4vZXN6cGhhQ05TaVlxZz09>
Meeting ID: 884 0268 2476
Passcode: 067868
One tap mobile
+16699009128,,88402682476#,,,,,0#,,067868# US (San Jose)
+12532158782,,88402682476#,,,,,0#,,067868# US (Tacoma)
Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 884 0268 2476
Passcode: 067868
Find your local number: <https://us02web.zoom.us/u/kzveVSiWV>

2. Call to Order & Roll Call

The Liquor License Authority of the Town of Firestone met for a Regular Meeting on August 12, 2020, at the Police Department, 2 Park Avenue, Firestone, Colorado. Chair Sindelar called the meeting to order at 6:48 pm.

The following were present upon the call of the roll:

Chair: Bobbi Sindelar

Commissioners: Don Conyac
David Whelan
Samantha Meiring
Sean Doherty
Doug Sharp
Frank A. Jimenez

3. Pledge of Allegiance

Chair Sindelar led the pledge of allegiance.

4. Approval of Agenda

Motion by Commissioner Conyac, **second** by Commissioner Meiring, to Approve the Agenda
Roll Call Vote:

Yes: Commissioner Doherty, Commissioner Whelan, Commissioner Conyac,
Commissioner Jimenez, Commissioner Meiring, Commissioner Sharp, Chair
Sindelar

No: None

Abstain: None

Motion carried.

5. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

There was no one present that wished to give public comment.

6. Consent Agenda

Motion by Commissioner Jimenez, **second** by Commissioner Conyac, to Approve the Consent
Agenda

Roll Call Vote:

Yes: Commissioner Doherty, Commissioner Whelan, Commissioner Conyac,
Commissioner Jimenez, Commissioner Meiring, Commissioner Sharp, Chair
Sindelar

No: None

Abstain: None

Motion carried.

6.a. Approval of June 24, 2020 Meeting Minutes

7. Liquor Hearing

7.a. **LIQUOR HEARING:** New Fermented Malt Beverage License Application for Circle K
Stores, Inc. dba Circle K Store 2709082 located at 6109 E Firestone Blvd, Firestone,
Colorado 80504

Chair Sindelar opened the liquor hearing at 6:51 pm.

Kevin Coates of Dill & Dill, 455 Sherman Street, Denver, Colorado, was sworn in. Mr. Coates
presented to the Liquor License Authority.

Eva Garretson of Liquor Pros, 5515 Saddle Rock Place, Colorado Springs, Colorado, was
sworn in and presented the results of the petition.

Chris Holmes, Regional Operations Director of Circle K, 1044 Range View Drive, Blackhawk, Colorado, was sworn in. Mr. Holmes presented to the Liquor License Authority.

Chair Sindelar closed the liquor hearing at 7:21 pm.

Motion by Commissioner Meiring, **second** by Commissioner Conyac, to Approve a New Fermented Malt Beverage License Application for Circle K Stores, Inc. dba Circle K Store 2709082 located at 6109 E Firestone Blvd, Firestone, Colorado 80504

Roll Call Vote:

Yes: Commissioner Doherty, Commissioner Whelan, Commissioner Conyac, Commissioner Jimenez, Commissioner Meiring, Commissioner Sharp, Chair Sindelar

No: None

Abstain: None

Motion carried.

7.b. LIQUOR HEARING: Transfer of Ownership Application for a Retail Liquor Store License for Noorie Properties, Inc. dba Cimarron Liquors located at 11078 Cimarron Street, Unit 1, Firestone, Colorado 80504

Chair Sindelar opened the liquor hearing at 7:23 pm.

Sukpreet Singh, 11846 Bradburn Blvd, Westminster, Colorado, was sworn in. Mr. Singh presented to the Liquor License Authority.

Chair Sindelar opened the liquor hearing at 7:31 pm.

Motion by Commissioner Doherty, **second** by Commissioner Whelan, to Approve the Transfer of Ownership Application for a Retail Liquor Store License for Noorie Properties, Inc. dba Cimarron Liquors located at 11078 Cimarron Street, Unit 1, Firestone, Colorado 80504

Roll Call Vote:

Yes: Commissioner Doherty, Commissioner Whelan, Commissioner Conyac, Commissioner Jimenez, Commissioner Meiring, Commissioner Sharp, Chair Sindelar

No: None

Abstain: None

Motion carried.

8. Adjournment

Motion by Commissioner Jimenez, **second** by Commissioner Conyac, to Adjourn at 7:32 pm, All in Favor, **Motion carried.**

Introduced and Approved the 10th of February, 2021.

ATTEST

Bobbi Sindelar, Chair

Jessica Koenig, Secretary

DRAFT

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
LIQUOR LICENSE AUTHORITY**



AIM#: 7.a

Liquor Hearing

Meeting Date: February 10, 2021

Initiated By: Jessica Koenig

Dept: Town Clerk

AGENDA TITLE

LIQUOR HEARING: Transfer of Ownership Application for a Retail Liquor Store License for Gurnam, Inc. dba Firestone Liquors located at 562 1st Street, Firestone, Colorado 80520

SUMMARY

Gurnam, Inc. dba Firestone Liquors has submitted a Transfer of Ownership application for a Retail Liquor Store License. Gurnam, Inc. has submitted all required documentation and the ten-day notice requirement has been met.

HISTORY AND PREVIOUS ACTION

RECOMMENDATION

Approval of the Transfer of Ownership application.

ALTERNATIVES

ATTACHMENTS

1. Transfer of Ownership Gurnam Inc dba Firestone Liquors_Redacted

FINANCIAL CONSIDERATIONS

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			
<ul style="list-style-type: none"> • All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor 			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <p style="text-align: center;">GURNAM INC</p>			FEIN Number <div style="background-color: black; width: 100px; height: 15px;"></div>
2a. Trade Name of Establishment (DBA) <p style="text-align: center;">Firestone Liquors</p>		State Sales Tax Number <p style="text-align: center;">94578033</p>	Business Telephone <div style="background-color: black; width: 100px; height: 15px;"></div>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <p style="text-align: center;">562 1st St.</p>			
City <p style="text-align: center;">Firestone</p>	County <p style="text-align: center;">Weld</p>	State <p style="text-align: center;">CO</p>	ZIP Code <p style="text-align: center;">80530</p>
4. Mailing Address (Number and Street) <p style="text-align: center;">562 1st St.</p>		City or Town <p style="text-align: center;">Firestone</p>	State <p style="text-align: center;">CO</p>
5. Email Address <div style="background-color: black; width: 100%; height: 15px;"></div>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <p style="text-align: center;">Firestone Liquors</p>		Present State License Number <p style="text-align: center;">25-39609-0000</p>	Present Class of License <p style="text-align: center;">Liquor Store(city)</p>
			Present Expiration Date <p style="text-align: center;">10/14/2021</p>
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<input type="checkbox"/> Application Fee for New License\$1,550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,650.00 <input checked="" type="checkbox"/> Application Fee for Transfer\$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <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 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input checked="" type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00	
Section B			
Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input 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			
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 type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed
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 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)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

Name	GURNAM INC	Type of License	Liquor Store (city)	Account Number
7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):			
	a.	Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
	b.	Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
	c.	Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9.	Has a 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			
	Waiver by local ordinance? _____			<input type="checkbox"/> <input type="checkbox"/>
	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 (>) 10,000? 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 Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a.	For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A	<input type="checkbox"/> <input type="checkbox"/>
13 b.	Are you a Colorado resident?			<input checked="" type="checkbox"/> <input type="checkbox"/>
14.	Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.			<input type="checkbox"/> <input checked="" type="checkbox"/>
15.	Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?			<input 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	Firestone Liquors, Inc.		Tenant	GURNAM INC
			Expires	10/31/2025
	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.			<input type="checkbox"/> <input checked="" type="checkbox"/>
	c. Attach a diagram that 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	None	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:			N/A <input type="checkbox"/> <input type="checkbox"/>
	Has a local ordinance or resolution authorizing optional premises been adopted?			
	Number of additional Optional Premise areas requested. (See license fee chart)			
18.	For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.			
19.	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?			N/A <input type="checkbox"/> <input type="checkbox"/>
	If "yes" a copy of license must be attached.			

Name GURNAM INC	Type of License Liquor Store (city)	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		N/A <input type="checkbox"/>		
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="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:		N/A <input type="checkbox"/>		
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:		N/A Yes No		
a. Is the applicant an institution of higher education?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Singh	First Name of Manager Gurnam			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:		Yes No		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		N/A <input type="checkbox"/> <input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager n/a	First Name of Manager n/a			
26. Tax Information.		Yes No		
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Gurnam Singh	Home Address, City & State 1287 Fern Cir, Broomfield, CO 80020	DOB 9/24/1994	Position Pres and director	%Owned 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: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name GURNAM INC	Type of License Liquor Store (city)	Account Number							
Oath Of Applicant									
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.									
Authorized Signature 	Printed Name and Title Gurnam Singh, President	Date 10-26-20							
Report and Approval of Local Licensing Authority (City/County)									
Date application filed with local authority October 26, 2020	Date of local authority hearing (for new license applicants; can be less than 30 days from date of application) February 10, 2021								
The Local Licensing Authority hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:									
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants									
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license									
(Check One)									
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority									
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? 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. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Yes</td> <td style="width:50%;">No</td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align:center;"><input type="checkbox"/></td> <td style="text-align:center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.									
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County							
Signature	Print	Title	Date						
Signature	Print	Title	Date						

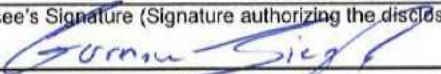
Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <p style="text-align: center;">GURNAM INC</p>		Social Security Number/Tax Identification Number <p style="text-align: center;">[REDACTED]</p>	
Address <p style="text-align: center;">562 1st St.</p>			
City <p style="text-align: center;">Firestone</p>		State <p style="text-align: center;">CO</p>	Zip <p style="text-align: center;">80530</p>
Home Phone Number <p style="text-align: center;">[REDACTED]</p>		Business/Work Phone Number <p style="text-align: center;">[REDACTED]</p>	
Printed name of person signing on behalf of the Applicant/Licensee <p style="text-align: center;">GURNAM INC</p>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <p style="text-align: center;">10-26-2020</p>

Privacy Act Statement

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

Individual History Record

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

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

1. Name of Business <p style="text-align: center;">Firestone Liquors</p>		Home Phone Number <p style="text-align: center;">None</p>	Cellular Number <p style="text-align: center;">[REDACTED]</p>	
2. Your Full Name (last, first, middle) <p style="text-align: center;">Singh, Gurnam (no middle)</p>		3. List any other names you have used <p style="text-align: center;">None</p>		
4. Mailing address (if different from residence) <p style="text-align: center;">N/a</p>		Email Address <p style="text-align: center;">[REDACTED]</p>		
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	1287 Fern Cir	Broomfield, CO 80020	2018	present
Previous	780 W. 1st Ave.	Broomfield, CO 80020	2014	2018
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
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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
	None			
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

[Redacted]

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

See Attached

[Redacted]

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)

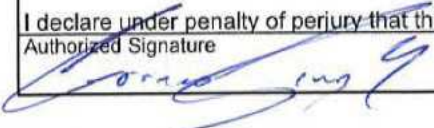
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
None				

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

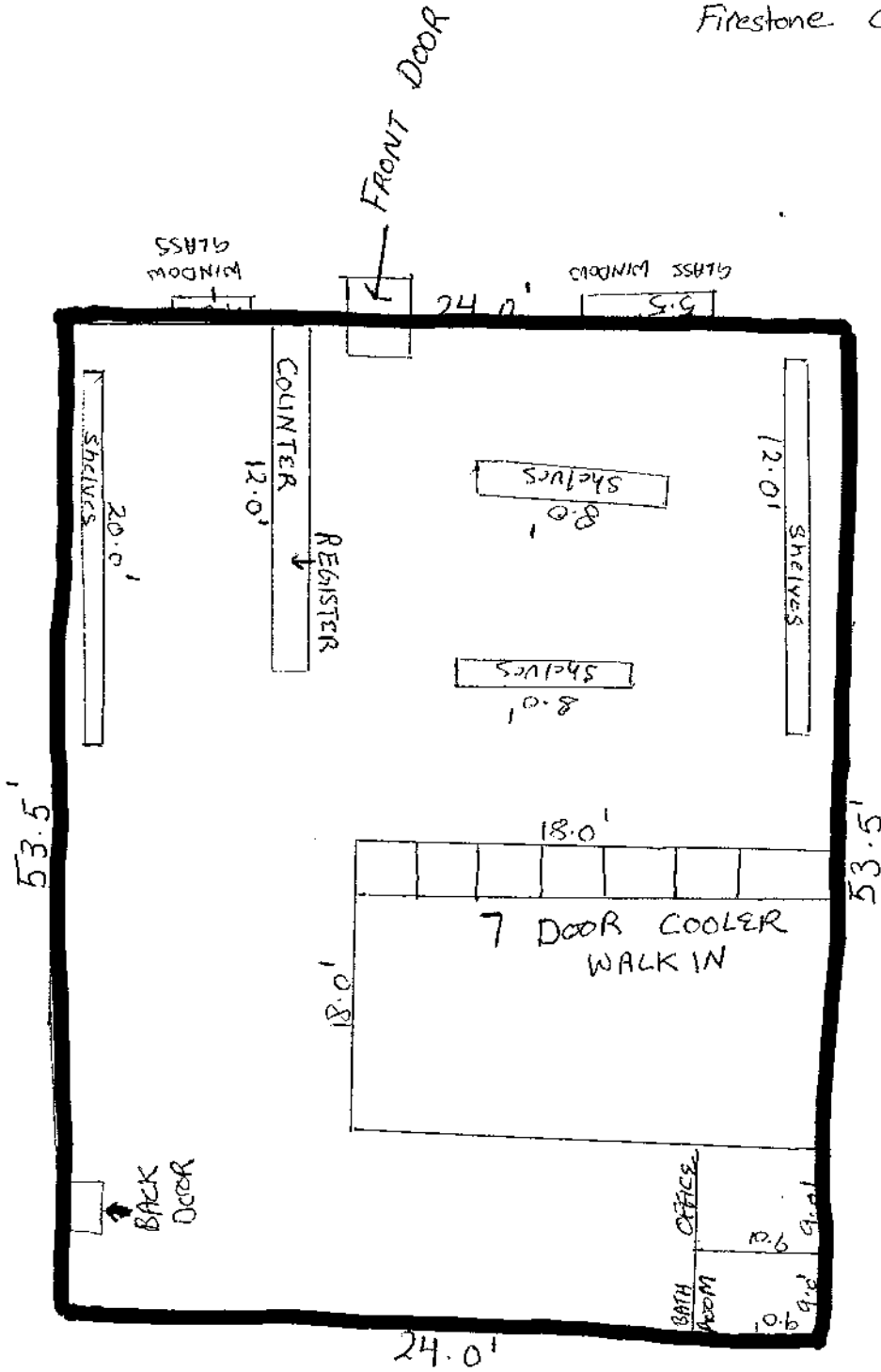
Name of Lender	Address	Term	Security	Amount
None				

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 Gurnam Singh	Title President	Date 10-28-20
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FIRESTONE LIQUORS
562 1st ST
Firestone CO 80520



COMMERCIAL LEASE AGREEMENT

THIS TRIPLE NET COMMERCIAL LEASE AGREEMENT (this "Lease") is made effective and dated for reference purposes October 13, 2020, between Sylvia Aberly, of Firestone Liquors ("Landlord") and Gurnam, Inc., of 562 1st St, Firestone, CO 80520, a Colorado Corporation (Tenant) with respect to the Leased Premises identified in the Basic Lease Provisions, below, for a portion of the building located at 562 1st St, Firestone, CO 80520 which is the commercial portion of the premises (the "Building"), and constitutes a lease between the parties on the terms and conditions and with and subject to the covenants and agreements of the parties, as follows:

LEASE TERMS

0. Basic Lease Provisions.

The following information and provisions are part of this Lease and the terms defined in this Section having the meanings given to them in this Section whenever used in this Lease (hereafter, this Section of the Lease shall be referred to as the "Basic Lease Provisions"):

A. Landlord's Name and Address:

Sylvia Aberly, PO Box ____, Erie, CO 80516

B. Tenant's Name and Address:

Gurnam, Inc., of 562 1st St, Firestone, CO 80520

C. (1) Leased Premises: 562 1st St, Firestone, CO 80520, consisting of approximately 1512 square feet of gross leaseable area, excluding the residential portion of the premises as shown on the drawing attached hereto as Exhibit A.

D. Commencement Date: November 1, 2020

E. Expiration Date: October 31, 2025 with option to renew for an additional five years.

F. Base Rental Rate: [REDACTED] triple net for the first three months;-

* Subject to adjustment per Section 2 of the Lease

G. Tenant's Pro Rata Share: [REDACTED]

H. Permitted Use: Liquor store

I. Security Deposit: [REDACTED]

1. Term.

Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases and accepts the Leased Premises from Landlord, beginning on the Commencement Date and ending on the Expiration Date, unless sooner terminated under the terms of this Lease. Landlord shall use reasonable efforts to give Tenant possession on the Commencement Date. If Landlord is unable to provide the Leased Premises to Tenant on the Commencement Date, then rent shall abate proportionately and the Commencement and Termination Dates shall be extended for the amount of time during the period of such delay. Tenant shall make no other claim against Landlord for any such delay, except if Landlord is unable to deliver possession of the Leased Premises within 90 days after the Commencement Date, then Tenant shall have the right to terminate this Lease and the return of any Security Deposit upon 30 days notice to Landlord unless within that 30 day notice period Landlord is able to deliver possession of the Leased Premises to Tenant.

At the Expiration Date, or if this Lease is sooner terminated for any other reason, Tenant shall promptly vacate and surrender the Leased Premises, leaving the premises in good order and condition, ordinary wear and tear excepted and, unless a contrary claim is asserted by Landlord, Tenant shall remove all of its personal property from the Leased Premises. This provision survives the termination of this Lease. During the six months prior to the Expiration Date, Landlord may exhibit the Leased Premises to prospective Tenants, and place upon the Leased Premises "For Rent" and similar signs, without disruption by Tenant.

2. Rental.

A. Beginning with the Commencement Date, Tenant shall pay monthly base rent for the Leased Premises in the amount specified in subsection G. of the Basic Lease Provisions payable on the first day of each month in advance. In addition to the monthly base rent, Tenant shall pay, all as additional rent: all utilities, repairs, and taxes and (2) any other amounts as and when hereinafter provided for in this Lease. The monthly base rent and additional rent are hereinafter collectively referred to as the "rent." All rent shall be payable to Landlord, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address for Landlord set forth in subsection A. of the Basic Lease Provisions, or to such other person or at such other place as Landlord may from time to time designate in writing. The rent for any partial calendar months included in the term of this Lease shall be prorated on a daily basis based on the actual number of days in the month for which rent is being prorated. Any expression of rent in this Lease as a function of the size of the Leased Premises is not determinative of the rent due under this Lease.

B. Tenant shall pay as additional rent an amount equal to Tenant's monthly Operating Costs whether paid directly to the billing agency or to the landlord. Tenant's payment

of its annual Operating Costs is to reflect the parties' intent that this Lease is a triple net lease

C.

D. As used in this Lease, "Operating Costs" means all reasonable and necessary expenses incurred by tenant in administering, maintaining and operating the Commercial building, including, but not limited to, all real estate taxes and/or special assessments levied or assessed against the Building, including taxes and assessments of a nature not presently in effect, the cost of all utilities (excluding utility costs directly payable or separately reimbursable by other tenants), building supplies, janitorial services and trash removal services, snow removal, normal maintenance and repair of the Building, including heating and air conditioning, landscaping, cost of fire and extended coverage and public liability insurance, and all labor costs incurred in the operation and maintenance of the Commercial building. Operating Costs shall not include any cost of structural repairs of Landlord not directly incurred in the operation and maintenance of the Buildings, nor shall Operating Costs for any calendar year include the cost of capital replacements or improvements in excess of the annual amortized portion of such replacements or improvements over their useful life.

E. Monthly base rent and any monthly installment of estimated Operating Costs not paid within five (5) days of the date due shall be subject to a late charge of ten percent (10%) of [REDACTED] greater. Any rent not paid when due shall accrue interest [REDACTED], compounded annually, from the date due until paid. In any action or proceeding which the Landlord may prosecute to enforce rights hereunder, and particularly in any action to collect rent hereunder, the Tenant agrees to pay all costs incurred by the Landlord therein, including, but not limited to, Landlord's reasonable attorneys' fees.

3. Permitted and Prohibited Uses.

A. The Premises shall be used and occupied by the Tenant only for the Permitted Use as defined in subsection H. of the Basic Lease Provisions. Notwithstanding the Permitted Use or any other provision of this Lease as a liquor retailer, Tenant shall not use the Leased Premises: (a) for storing, manufacturing or selling any hazardous substance (as defined by any state or federal environmental laws or regulations), explosives, flammables or other inherently dangerous substance, chemical, thing or device; (b) for any illegal activity; and (c) regardless of its legality, as a medical marijuana dispensary or medical marijuana clinic or for the storage, distribution, dispensing or sale of marijuana or any other cannabis based product. As used in this Lease, a medical marijuana clinic is a medical practice that either: (i) is operated for the purpose of evaluating, suggesting or recommending a patient's suitability for the use of medical marijuana or prescribing medical marijuana when such purpose accounts for five percent (5%) or more of the practice's gross revenues, or (ii) that advertises itself as offering services consisting of evaluating, suggesting or recommending a patient's suitability for the use of medical marijuana or prescribing medical marijuana, regardless of the relative volume that such advertised services are as a part of that medical practice.

4. Sublease and Assignment.

Tenant shall not have the right, without Landlord's prior written consent, to assign this Lease to any person or entity, whether voluntarily or by operation of law. Tenant shall not sublease all or any part of the Leased Premises without Landlord's consent. Any assignment or sublease in violation of this Section is a breach of this Lease and is void *ab initio*, even if Landlord accepts rent from a known assignee or sublessee. Upon execution, Landlord shall receive copies of application and executed sublease agreement.

5. Maintenance and Repairs.

During the Lease term, Tenant, at Tenant's expense, shall perform all maintenance and make all necessary repairs to the Leased Premises, except for repairs required to be made by Landlord under this Section. Repairs to be made by Tenant shall include, but not be limited to, such items as routine repairs of floors, walls, ceilings, electrical and plumbing fixtures and lines within the Leased Premises, interior and exterior glass and other parts of the Leased Premises damaged, worn or falling into disrepair through normal occupancy and use. Tenant will repair or pay on demand from Landlord for any damage to the Leased Premises caused by Tenant, its employees, agents or by any other person entering the Building or the Leased Premises at the express or implied invitation of the Tenant. All repairs or restorations shall be in quality and class equal to or greater than the original work or installations.

If Tenant fails to make such repairs or restorations, Landlord may make the same at the expense of the Tenant and collect the cost thereof as additional rent to be paid by Tenant within five (5) business days after delivery of a bill or statement. Landlord's actions under this Section should be construed as an election of, or waiver of, remedies by Landlord.

Landlord shall carry out all repairs to the Leased Premises involving major mechanical systems, electrical and plumbing lines and service that serve the Lease Premises but which are located outside of the Lease Premises, the roof and other structural components of the Building of which the Leased Premises are a part.

6. Services.

7. Alterations and Improvements.

- A. Tenant, at Tenant's expense may, upon Landlord's written consent 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. All such alterations or additions shall be deemed a part of the Leased Premises and shall remain upon and be surrendered intact at the Expiration Date or

other termination of this Lease.

- B. As a condition for Landlord's consent, Tenant shall provide to Landlord reasonable assurances relating to the full and timely payment of labor and materials used, and Tenant shall deliver written and unconditional waivers of mechanic's liens upon the Leased Premises for all work, labor or services performed or materials furnished in connection with such work and post or permit Landlord to post any signs or notices disclaiming that either Landlord or the Leased Premises are liable for any cost of work performed as permitted under Colorado's mechanic's lien statutes. Notwithstanding these assurances, if a mechanic's lien is filed against the Leased Premises and/or its building, the Tenant shall discharge, by payment or bond, the same within ten (10) days at Tenant's expense.
- C. 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.~~ Cabinetry and bookshelves installed to the walls and floor of the Leased Premises shall become part of the Leased Premises and no longer Tenant's property unless otherwise agreed to in writing by Landlord. All personal property, ~~equipment, machinery, trade fixtures and temporary installations, except~~ cabinetry and bookshelves as just noted, 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. Tenant shall have the right to remove the same at any time during the term of this Lease and shall remove the same at the termination of this Lease at Tenant's expense. All damage to the Leased Premises caused by such removal of Tenant's property shall be repaired by Tenant at Tenant's expense.

7.1 Condition of Premises.

Landlord shall deliver the premises in "as-in" condition. Tenant shall be solely responsible for all costs of repairs, maintenance, and improvements. If Tenant wishes to construct any improvements, Tenant shall submit the plans and specifications for all work to be completed on the interior of the premise as well as the exterior area to Landlord for prior written approval which shall be at Landlord's absolute discretion.

8. 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 Commercial building, including the Building and Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, 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. The taxes and assessments paid by Landlord under this Section are part of Operating Costs as defined

in Section 2 of this Lease.

9. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of its agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and Tenant shall be responsible for the costs of repair.

B. Tenant shall maintain fire, liability, and extended coverage insurance on the Commercial building, in the amount of at least [REDACTED] naming landlord as an additional insured and will provide landlord with a certificate of insurance annually. Tenant shall be responsible, at its expense, for fire, liability, and extended coverage on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant, at its own expense, and Landlord shall each maintain a policy or policies of comprehensive general liability insurance with respect to the activities of each in the Commercial building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than [REDACTED] combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

10. Utilities.

Tenant shall pay directly to the provider or to Landlord directly or as part of Tenant's Pro Rata Share of Operating Costs, all charges for water, sewer, gas, and electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. Tenant shall pay for the cost of replacing light bulbs or tubes used in the lighting of the Leased Premises. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of Landlord's invoice, unless Landlord includes such charges in Operating Costs, in which case they will be paid as part of Tenant's Pro Rata Share of increased Operating Costs.

Tenant acknowledges that the Leased Premises are designed to provide standard commercial use electrical facilities and standard office lighting. Tenant shall not use any equipment or a device that utilizes excessive electrical energy or which may, in Landlord's reasonable discretion, overloads the wiring or interferes with electrical services to other tenants. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical

energy furnished to the Leased Premises.

11. Signs.

Following Landlord's consent, Tenant may place, at its sole cost and expense, on the interior of or entry way to the Leased Premises any signs permitted by applicable zoning ordinances and private restrictions, including the Building Rules and Landlord's uniform signage standards, if implemented. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. In any event, all signage shall comply with all municipal, state, and federal law.

12. Entry.

Landlord, or his agent, shall have the right to enter upon the Leased Premises during business hours to inspect the same or at any time during an emergency, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Landlord shall give reasonable notice prior to entry except in the case of emergencies.

13. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, and each of their guests, invitees and licensees, of the common automobile parking areas, driveways, and footways of the Building, subject to Building Rules as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's employees and guests.

No cars or other vehicles shall be stored or otherwise remain in the parking spaces of the commercial building overnight. Upon reasonable notice placed on the vehicle, Landlord retains all rights to remove any vehicle in the automobile parking areas, driveways and footways.

14. Building Rules.

Tenant will comply with the reasonable rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing upon 10 days advance notice. The initial rules for the Building are attached hereto as Exhibit "C" and incorporated herein for all purposes.

15. Damage and Destruction. Subject to Section 9.A. of this Lease: (i) if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes within 120 days of the date of damage, then Tenant shall have the right to an abatement of rent as of the date of such

damage which abatement shall continue until the Leased Premises are again available for Tenant's purposes.

16. Default. A default shall occur if (i) Tenant does not make payment of any rent when due to Landlord as herein provided, or (ii) Tenant does not satisfy fully any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for ten (10) days after notice thereof in writing to Tenant by Landlord without correction, or (iii) Tenant becomes insolvent or bankrupt or a receiver is appointed for the property of the Tenant (any of the foregoing are referred to as an "Event of Default"). Upon any Event of Default, Landlord, in addition to and not in lieu of any other remedy available to Landlord at law or in equity, shall have the option to pursue any one or more of the following remedies without any notice or demand: (a) terminate this Lease, without prejudice to any other remedy which it may have for possession or for the payment of past, current and future rent, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises; or (b) enter upon and take possession of the Leased Premises without terminating this Lease.

Whenever Landlord enters upon and takes possession of the Leased Premises following an Event of Default, Landlord may thereafter do on behalf of Tenant whatever Tenant is obligated to do under the terms of this Lease, may lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages and may relet the Leased Premises on behalf of Tenant and receive directly the rent by reason of the reletting. Any such reentry and repossession following an Event of Default shall not relieve Tenant of its liability and obligations under this Lease. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Leased Premises following an Event of Default; further, Tenant agrees to reimburse Landlord for any reasonable expenditure made by it for remodeling or repair in order to relet the Leased Premises.

Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of this Lease following an Event of Default, whether through inability to relet the Leased Premises on satisfactory terms or otherwise. Termination of this Lease following an Event of Default does not relieve Tenant of any liability for rent accruing and due under this Lease for the full term of this Lease without regard to its termination. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with any Event of Default, including without limitation incurring attorneys' fees in instituting, prosecuting or defending any action or proceeding under this Lease, such sums paid or obligations incurred, including all of Landlord's reasonable attorney's fees and costs, shall be deemed additional rent hereunder and shall be paid by Tenant.

17. 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.

18. Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for Tenant's use, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rent as of that date. No award for any partial or entire taking shall be apportioned between Landlord and Tenant, Landlord shall be entitled to the entire award and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the interruption of or damage to Tenant's business and/or for Tenant's unamortized cost of Leasehold improvements.

19. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises or upon the residential building, or any part thereof, and to any renewals, refinancing and extensions thereof (hereafter, any of which is referred to as "Third Party Lien"), but Tenant agrees that the holder of any such Third Party Lien shall have the right at any time to subordinate its lien to this Lease on such terms and subject to such conditions as such holder may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Third Party Lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request within ten (10) days of Landlord's request a statement in recordable form certifying that this Lease 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 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.

20. Security Deposit.

The Security Deposit in the amount set forth in the Basic Lease Provisions shall be paid by

Tenant to Landlord upon the execution of this Lease and held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within 60 days of such termination. If Landlord transfers its interest in the Leased Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit to Tenant. Upon termination of the lease, Landlord shall have no more than 60 days to return Tenant's deposit or an accounting thereof or both.

21. Hold over.

If after the Expiration Date, Tenant shall remain in possession of the Leased Premises and continue to pay rent, without any express agreement as to such holding, then such holding over shall be deemed as a tenancy from month to month, subject to all the other terms and conditions in this Lease except rent shall be monthly base rent equal to 150% of the amount of the last monthly base rent, plus any additional rent, all of which shall be paid on the first day of each calendar month.

22. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to the Landlord and the Tenant as given in the Basic Lease Provisions. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given by written notice thereof to the other party.

23. Brokers.

Tenant represents that Tenant was not shown the 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 other than those mentioned above. Tenant shall indemnify and defend Landlord, including payment of Landlord's attorney's fees, from any claim of a broker that is based on any facts contrary to the representations of fact made by Tenant in this Section.

24. Waiver.

No waiver of any default of Landlord or Tenant 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 or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

25. Memorandum of Lease.

The parties contemplate that this Lease will not be filed for record, nor shall either party record a memorandum or other written notice of this Lease, in the public records.

26. Headings.

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

27. 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.

28. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, Tenant shall provide Landlord with written notice of and a thirty (30) day opportunity to cure any such default. If Landlord fails to cure any default after such an opportunity to cure has been given, then Tenant may exercise its rights and remedies as provided at law, but Tenant shall have no right of set off or deduction against rent.

29. Landlord's Liability.

Notwithstanding any other provision of this Lease, Landlord's liability under this Lease is limited to Landlord's interest in the Commercial building and Tenant agrees to seek no recourse against any other property or assets of Landlord with respect to Landlord's liability under this Lease. In the event of any transfer or transfers of Landlord's interest in the Commercial building or the Building and Leased Premises, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord first arising after the date of such transfer, including, without limitation, the obligation of Landlord under Section 20 hereof to return the security deposit as provided therein.

30. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises.

31. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

32. Additional Provisions.

- A. Peaceful Enjoyment / Supervision of Children:** Children shall not be allowed to play or be left unintended in the hallways or exterior of the Leased Premises at any time nor be allowed to leave the Leased Premises except when accompanied by a parent or with a licensed child care professional to the park or during a fire drill. Further, for the peaceful enjoyment of all tenants, Tenant shall not permit children to cause disruption including excessive noise in the common areas, or in close proximity to the Leased Premises.
- B. Joint and Several Liability of Tenants.** Gurnam Singh, 1287 Fern Circle, Broomfield, CO 80020 and Tenant, are jointly and severally liable for all obligations of the Tenant under this Lease, including, without limitation, the obligation to pay all rent and the surrender of the Leased Premises upon the termination of this Lease.

OPTION TO PURCHASE

33. As part consideration of the lease of the property by landlord to tenant in addition to the other terms set forth herein, tenant shall have an option to purchase the property at a total [REDACTED] Tenant shall have until October 31, 2022 (option date) to exercise the purchase option. Exercise of the purchase option shall be made by written notification to landlord with closing and final payment of the purchase price in certified funds within 60 days of such written notification. Upon written notification of exercise of the purchase option, tenant shall not be obligated for further rental payments to landlord. All security deposit payments made on and accumulated before the date of actual option exercise shall be applied toward the purchase price. All proceeds of sale after payment in full of the purchase loan and amounts due landlord hereunder shall inure solely to the benefit of landlord, her heirs and assigns. Upon exercise of the option to purchase by tenant, landlord shall convey her interest in the property to tenant by general warranty deed. Property taxes and HOA dues shall be prorated to the date of exercise. All appliances, fixtures, drapes, furnishings, installations, improvements, supplies and chattels of any other nature upon the property as of Oct 31, 2020 together with any added by tenant thereafter shall be included in the conveyance with no addition to the option price.

15. This lease with option is entered into by the parties in good faith after agreeing upon the purchase price and other terms as recited above or otherwise herein.

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

LANDLORD:
Sylvia Aberly

Sylvia Aberly

TENANT:

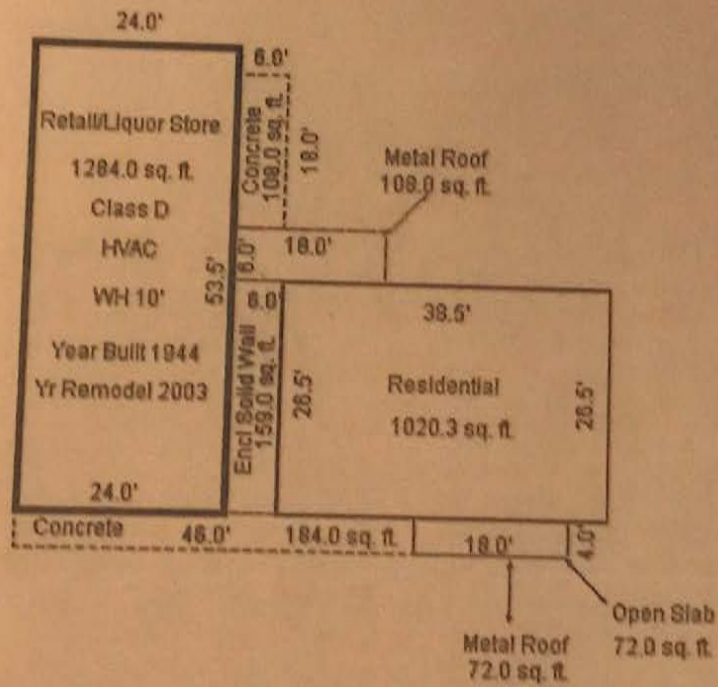
Gurnam Singh

By: Gurnam Singh, President of
Gurnam, Inc., Tenant

EXHIBIT "A"
Plan of Leased Premises



Property Sketch



FIRST STREET

Sylvia Aberly
10-30-20

EXHIBIT "B"
LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

The South 70 feet of Lots 18, 19, and 20, Block 10, Town of Firestone, County of Weld, State of Colorado

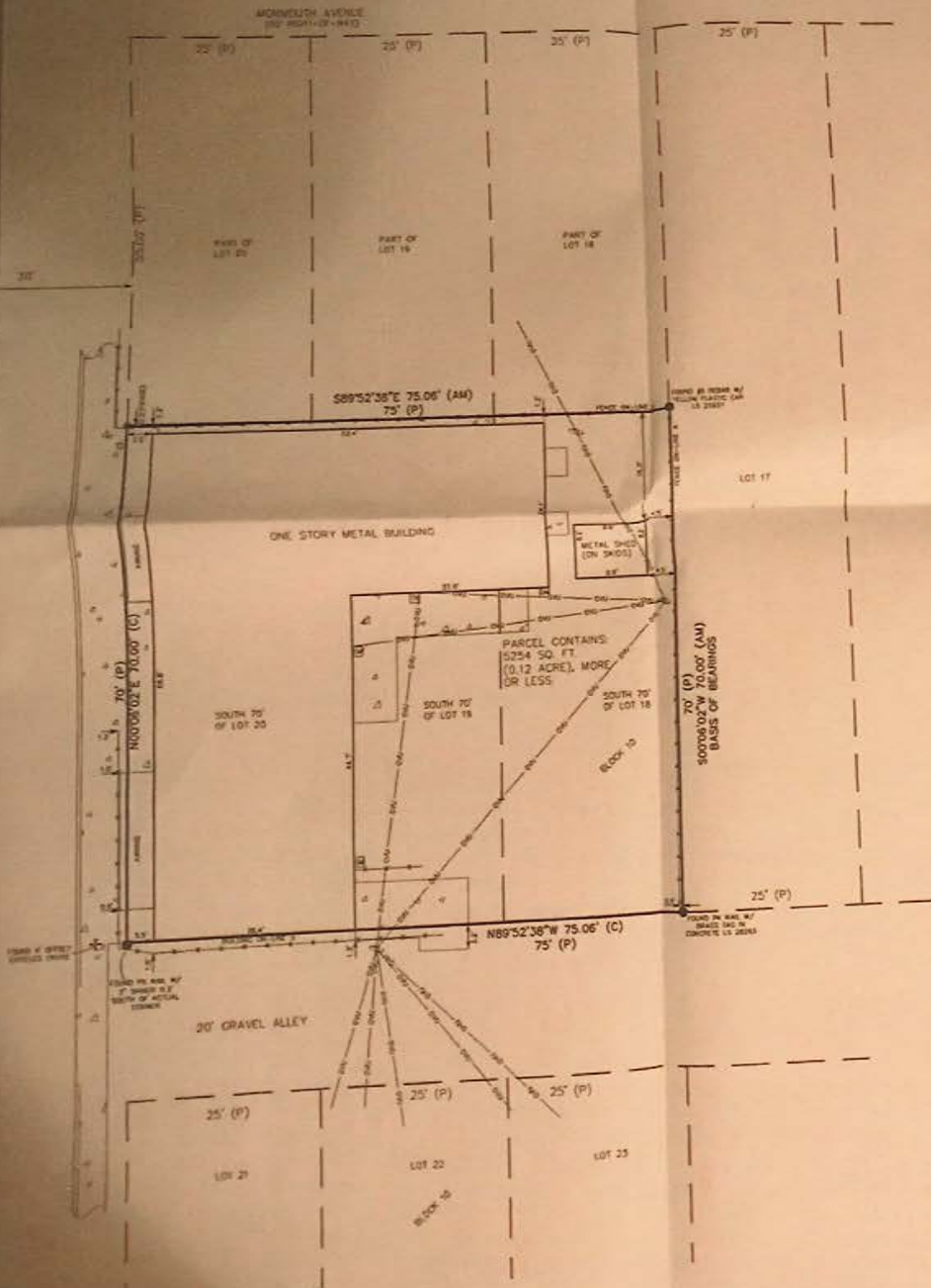
MORE COMMONLY KNOWN AS: 562 First Street
Firestone, CO 80520

RECORD OWNER: Sylvia Aberly and Scott T. Aberly

Sylvia Aberly
10-30-20

IMPROVEMENT SURVEY PLAT

A PORTION OF LOTS 18, 19 AND 20, BLOCK 10, TOWN OF
 FIRESTONE, LOCATED IN THE NORTHWEST ¼ SECTION 30, TOWNSHIP
 2 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
 COUNTY OF WELD, STATE OF COLORADO
 SHEET 1 OF 1



Legend

- FOUND MONUMENT AS DESCRIBED HEREON
- + FOUND CHISELED CROSS IN SIDEWALK
- ⊙ SET #5 REBAR WITH 12" ALUM CAP LS 3825
- ⊙ UTILITY POLE
- ⊙ GAS METER
- ⊙ TELECOMMUNICATIONS BOX
- ⊙ ELECTRIC METER
- ⊙ LIGHT POLE
- OVERHEAD UTILITY LINE
- (AM) AS MEASURED AT TIME OF SURVEY
- (P) PER RECORDED PLAT
- (C) CALCULATED BASED ON FOUND MONUMENTATION
- CONCRETE

Sylvia Aberly
 10-30-20

Depositing Certificate

DEPOSITED THIS _____ DAY OF _____ 20____
 O'CLOCK _____ M. IN BOOK _____ OF LAND SURVEY PLATS
 OF THE RECORDS OF WELD COUNTY, COLORADO.
 SIGNED: _____
 TITLE: _____
 BY: _____

EXHIBIT "C"
RULES AND REGULATIONS

**RULES AND REGULATIONS ATTACHED
TO AND MADE A PART OF COMMERCIAL OFFICE LEASE**

1. Tenant shall not mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building without prior written consent of the landlord. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted without the prior written consent of Landlord and then only as Landlord may direct.
2. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Leased Premises for general office purposes. Tenant shall not occupy or permit any portion of the Leased Premises to be occupied as an office for a public stenographer or typist, or for the manufacture or direct sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber shop, manicure shop or employment agency. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.
3. Tenant shall not make, or permit to be made, any unseemly or disturbing noises, sounds or vibrations, or otherwise disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.
4. Tenant shall not at any time bring or keep in the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance other than what is commonly sold as stock in trade. Tenant shall not do or permit anything to be done in the Leased Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building or the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.
5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall Tenant make any changes in existing locks or the mechanisms thereof without furnishing a duplicate keyset to landlord. Tenant must give Landlord the combination to all combination locks on safes, safe cabinets and vaults and restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by Tenant, and in the event of the loss of any key so furnished, Tenant shall pay to the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.
7. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his supervision, and the persons

employed by Tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the lease of which these Rules and Regulations are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the Leased Premises of heavy objects which might overload the Building floors.

8. Tenant shall not engage in advertising which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability.

9. No air conditioning unit, engine, boiler, machinery, heating unit or other similar apparatus shall be installed or used by Tenant without the prior written consent of Landlord, and then only as Landlord may direct.

~~10. The work necessary to do any repairs or maintenance required pursuant to Article 13 or to make any alterations, improvements or additions to the Leased Premises to which Landlord may consent pursuant to Article 10 shall be done by employees or contractors employed approved by Landlord, and no contractors or employees shall be used to perform windows washing, cleaning, decorating, repair or any other work in the Leased Premises without the prior written consent of Landlord.~~

11. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the laws, Rules and Regulations of the Building.

AGREEMENT FOR SALE OF BUSINESS ASSETS

THIS AGREEMENT, made and entered into October 13, 2020, by and between Gurnam, Inc., of 562 1st St, Firestone, CO 80520, a Colorado Corporation, hereinafter referred to as the "PURCHASER," and Firestone Liquors, Inc., a Colorado Corporation, hereinafter referred to as the "SELLER".

~~WHEREAS, the SELLER is the owner of the business being operated under the name of Firestone Liquors, Inc., a retail liquor and food supply store located at 562 1st St, Firestone, CO 80520 (the premises); and SELLER desires to sell to the PURCHASER all of its tangible and intangible assets, including but limited to leasehold interest, personal property, and all other assets of said Firestone store exclusive of any real property which is to be leased back to the purchaser by seller under the terms and conditions hereinafter provided, and the PURCHASER is willing to buy the same on the terms and conditions hereinafter provided.~~

NOW, THEREFORE, it is mutually agreed as follows:

1. The SELLER shall sell and the PURCHASER shall purchase, free of all liabilities and encumbrances (except as hereinafter agreed upon), the said business owned and operated by the SELLER at the premises including, the leasehold interest in real property together with attachments and appurtenances thereto, and including all inventory, equipment, signs, customer lists, contracts, goodwill, non-compete and trade names and all other assets pertaining to the premises and listed on Exhibit A attached hereto (Asset list) and incorporated herein by this reference, for a purchase price of [REDACTED] plus inventory and/or stock at wholesale cost which seller pays currently as of the date of closing to be determined on the date of closing and estimated to be approximately [REDACTED]. The purchase price shall be payable as follows: [REDACTED] shall be remitted by purchaser to seller upon acceptance of this contract, in the form of personal check from PURCHASER to be held by seller or his escrow agent. This check shall not be negotiated until this Agreement is fully executed. In addition, PURCHASER shall pay [REDACTED] + inventory at the time of closing in the form of a cashiers check with cleared funds.

2. This agreement is specifically contingent upon the

PURCHASER obtaining all necessary licenses to conduct the sale of liquor and other inventory on the premises.

3. The SELLER shall comply with all provisions of Colorado law and any and all laws which are applicable or may be required and shall cooperate with buyer to insure a valid and effective transfer of the business and the enumerated assets as contained herein and provided for under this Agreement.

4. The closing may take place in escrow or may take place at an address to be designated by the parties in writing as soon as all conditions hereunder can be fulfilled but in any event, no later than November 30, 2020. At the time of closing, all keys to the premises, the bills of sale and other instruments of transfer of the said business and the property thereof shall be delivered by the SELLER to the PURCHASER, and the monies to be paid hereunder shall be paid by the PURCHASER. Upon completion of the said payment and the said transfer of possession, the sale shall be effective and the PURCHASER shall have possession of the said business.

5. The parties hereto agree to execute any and all documents that may be necessary to carry out the terms of this Agreement. The SELLER covenants with the PURCHASER that all of the assets specified in this agreement to be transferred at closing will transfer to the PURCHASER free of all encumbrances except where agreed to otherwise, and said bill of sale and documents of assignment will contain the usual warranties and affidavit of title, except none.

6. Prior to closing or from the proceeds of the closing the SELLER shall pay all taxes of the business so that the same shall be fully paid and current at the time of closing. The payment of said taxes shall include all taxes to the United States Government, the State of Colorado, the County of Weld, City of Firestone, or other relevant municipality, and shall include, although not necessarily to be limited to, sales tax, use tax, withholding tax, personal property tax, income tax, FICA, Medicare tax, unemployment taxes and workmen's compensation. The business shall be free of all liens except as agreed herein (see Exhibit D attached).

7. Any addendum or other modification of this agreement must be in writing, signed, dated and attached to this Agreement and incorporate this agreement by reference and made an integral

part hereof.

8. Prior to closing, a physical walk through and inspection of the assets and stock in trade shall be taken by the PURCHASERS and SELLERS (unless waived). The actual inventory will be taken on the day prior to closing by the PURCHASER and SELLER together, and at closing PURCHASER shall pay, upon completion of this inventory, the full "wholesale cost" as agreed upon above between buyer and seller to the SELLER under the terms of this agreement.

9. Inventory may be taken by an independent party at the option of the PURCHASER, and the cost of such taking shall be born by PURCHASER. Upon agreement as to valuation of inventory or stock in trade said amounts shall be set forth in a separate schedule attached as **Exhibit B** hereto, and signed by the parties.

10. **NONCOMPETE:** SELLER covenants to and with the PURCHASER that said SELLER, for a period of 3 years from the day of closing, will not directly or indirectly, either as principle, agent, manager, owner, partner, stockholder, director, or officer of a corporation, consultant, or otherwise, engage or become interested financially or otherwise in any business which is or may compete with the business of this agreement, within a radius of 10 miles from Firestone, Colorado.

11. The PURCHASER shall have the right to assign the restricted non-compete covenant contained herein without the approval of seller in the event that PURCHASER desires to sell the said business, and the SELLER agrees to remain bound by the terms of the said restricted covenant to any and all subsequent purchasers and assigns of the said business.

12. PURCHASER agrees to diligently make application to the appropriate authorities for such approval and licensure and shall diligently furnish and file all information and documents required by such authorities. In the event such PURCHASER is not reasonably diligent in pursuing all necessary licensing, PURCHASER shall be deemed to waive the licensing as a condition of PURCHASER's other performance under the terms of this contract.

13. It is intended by the parties that the accounts receivable of the SELLER not be sold or assigned to the

PURCHASER, and the PURCHASER agrees to deliver to the SELLER any and all mail or payments received by the SELLER after the date of closing which are payments upon accounts receivable by the SELLER at closing or on account of business by and through SELLER.

14. The purchase price shall be allocated among the tangible and intangible assets of the business and set forth in a separate schedule attached hereto as **Exhibit C**.

~~15. All warranties, covenants and representations made by the parties to this Agreement shall survive the closing.~~

~~16. The business will be conducted by the SELLER up to the date of closing according to and conforming with all laws, rules and regulations of the city, state and federal governments. Up to the date of closing the SELLER will operate and maintain his business in the ordinary course, will not violate the terms of any lease or contract connected with the business, will not remove or cause to be removed any stock-in-trade except as it may be consumed in the regular course of trade or course of dealing; and will not alter the compensation payable to any of the employees of the business which PURCHASER agrees to retain the employment of for a period of 30 days unless terminated for cause.~~

~~17. SELLER assumes all risk of the regular financial responsibilities of the business fully, up until the date of closing. The SELLER assumes all risk of loss, destruction or damage due to fire or other casualty up to the time of closing. Any insurance proceeds accruing before closing shall be the sole property of the SELLER except as otherwise provided herein.~~

~~18. In the event of damage or destruction of the business premises with a cost to restore in excess of [REDACTED] of the purchase price after this document has been signed by both parties, but before the closing, this agreement shall, at the option of the PURCHASER, become null and void. If PURCHASER elects to retain this contract, PURCHASER shall be entitled to insurance proceeds for same and SELLER shall be relieved of responsibility for the working condition of the damaged assets for which PURCHASER receives the insurance proceeds.~~

~~19. Time is of the essence hereof, and if any payment or other condition hereof is not made, tendered, or performed by~~

either the SELLER or PURCHASER as herein provided, then this agreement, at the option of the party who is not in default, may have rescission plus any damages resulting therefrom including losses from operations or the non-defaulting party may stand upon the contract and bring suit for damages in which case the non-defaulting party may recover such damages as may be proper.

I In the event of such default by the PURCHASER, and the SELLER elects to treat the contract as terminated, then all payments made hereunder shall be forfeited and retained on behalf of the SELLER. In the event, however, the non-defaulting party elects to treat this contract as being in full force and effect, then nothing herein shall be construed to prevent its specific performance.

II **ATTORNEY FEES:** In the event of a dispute between the parties resulting in a civil case being filed, the successful party shall receive an award that includes his reasonable attorney's fees and cost incurred.

20. Upon approval hereof by the parties as evidenced by signatures thereof, this agreement shall become a contract between SELLER and PURCHASER and shall inure to the benefit of the heirs, successors and assigns of said parties, and shall survive the date of closing.

21. SELLER shall permit PURCHASER to fully review SELLER'S customer lists, expenses, sales tax and receipt records. In the event that the SELLER'S said records are not acceptable to the PURCHASER, PURCHASER shall have the right to terminate and cancel this Agreement by notifying SELLER in writing within 14 days after said inspection of records. Said inspection to be within 10 days after acceptance of this contract, on or off the business premise at PURCHASER'S option. Any information obtained by PURCHASER in the course of such inspection shall remain completely confidential. Any violation of this confidentiality by PURCHASER before closing shall result in an action for profits, actual damages, or liquidated damages of 10% of the purchase price at the election of the SELLER.

22. Credits, reductions, and adjustments for ongoing expenses and deposits of the business on the premises such as Personal Property Tax, Rent, Work in progress, Security Deposit, and similar items shall be pro-rated to closing date.

23.

24. COMPANY DEPOSITS: Any and all amounts currently on deposit for the benefit of the business including, but not limited to, performance bonds, security deposits, utility service, insurance, security deposits and the like are and shall remain the sole property of the PURCHASER which are included as part of this transaction to be listed, if any there are, on Exhibit B hereto.

25. PURCHASER agrees not to encumber, pledge, or sell the leasehold, without having first obtained the written consent of the SELLER, which shall not be unreasonably withheld.

26. This agreement is expressly contingent on the happening of the following, or as otherwise stated in this agreement except:

N/A

27. SELLER shall indemnify and hold PURCHASER harmless against any and all claims of any person or entity, for performance or the lack of such, prior to the date of closing. PURCHASER agrees to accept full financial responsibility for the business and all claims incurred after the date of closing except as is reserved to SELLER herein.

28. ~~THE SELLER HEREBY WARRANTS AND PRESENTS:~~

A. He has the unencumbered title, now and on the date of closing, to all leasehold and personal property, tangible or intangible, and all other assets of the business except as disclosed in a separate schedule attached hereto as Exhibit E or existing encumbrances which will be escrowed and paid out of closing proceeds by the seller in discharge thereof

B. That all outstanding debts prior to the closing will be paid for prior to or from the proceeds of the closing.

C. That there are no outstanding leases, rentals, contracts, promissory notes, lawsuits, or other potential performance being transferred unless same is noted on a separate schedule attached hereto as Exhibit F.

D. That the business is in good standing under all federal, state and local laws to the best of SELLERS knowledge.

E. That he has no knowledge of any actions, proceedings, claims or investigations against the name or the business herein described.

F. That there are no collective bargaining agreements amongst the employees and there is no knowledge of such.

G. SELLER will not incur prior to closing, liabilities, debts or other obligation, except the normal course of business, in regard to the business without notifying the PURCHASER fully.

H. That the financial information provided is accurate, complete and correct to the best of his knowledge.

I. That he is not aware, constructively or otherwise, of the loss of any customer or customers representing more than [REDACTED] of the gross income or net profits of the business.

J. That all of the assets being sold hereunder are in good working order and will be in good working order on the day of closing but provides no further warranty express or implied including but not limited to implied warranties of MERCHANTABILITY and FITNESS FOR PARTICULAR PURPOSE. Further, the SELLER agrees not to dispose of any assets of the business from the date of this contract to the date of closing except in the ordinary course of business.

29. THE PURCHASER HEREBY WARRANTS AND REPRESENTS THE FOLLOWING:

A. PURCHASER has the financial ability to purchase, execute and deliver under the terms of this agreement as written.

B. PURCHASER has been advised by appropriate legal and financial counsel to perform and has performed due diligence upon the business being purchased.

C. Purchaser agrees to execute all of seller's obligations with respect to leases, franchise agreements, licenses, taxation and shall keep current all payments due thereunder; shall not jeopardize the collateral by encumbrances, destruction, theft or forfeiture and shall take reasonably prudent precautions to avoid such. Purchaser shall hold seller harmless and indemnify seller for any penalties, damages or other loss due to failure to comply with the terms of any franchise agreement, taxation, or other federal, state or local law.

30.

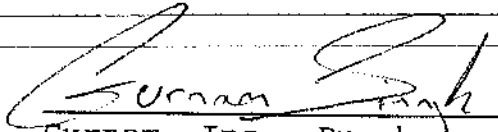
31. SELLER OR SELLER'S employees shall familiarize and acquaint PURCHASER with all material operations of the business from the close of the sale for a period of one month, during normal business hours. Nothing herein shall bind SELLER that an employee will remain in the employ of PURCHASER.

32. The invalidity of any provision of this agreement is severable and shall not hinder or impair the validity of any of the remaining provisions herein. The terms of this agreement shall not be modified or supplemented without the signed, dated, and written consent of all parties.

33. This agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. Venue is confessed to be in the County of Weld.

ABOVE CONDITIONS ARE HEREBY APPROVED AND ACCEPTED:

THE UNDERSIGNED PURCHASER EXPRESSLY ACKNOWLEDGES FULLY READING, AND UNDERSTANDING AND RECEIVING A TRUE COPY OF THIS DOCUMENT.


Gurnam, Inc., Purchaser
By Gurnam Singh, President

SELLERS ACCEPTANCE

I (We) accept the following offer and agree to sell the above described business and assets on the terms and conditions of the foregoing Contract.

DATED AND ACCEPTED ON THIS 13th day of Oct, 2020

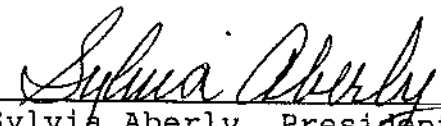

Sylvia Aberly, President
Firestone Liquors, Inc., Seller

Exhibit A to
AGREEMENT FOR SALE OF BUSINESS ASSETS
(Asset List)

made and entered into October, 2020 by and between
PURCHASER and SELLER who agree that this asset list is true,
complete and correct including the valuation thereof.

Depreciable Assets: \$ _____

Inventory: \$ _____

Other Assets: \$ _____

Total: \$ 

Exhibit B to
AGREEMENT FOR SALE OF BUSINESS ASSETS
(Inventory Valuation)

made and entered into October, 2020 by and between
the PURCHASER and SELLER who agree to the inventory quantities
and valuation as follows:

Inventory or Stock In Trade (attached appropriate inventory
documents and costing)

Exhibit C to
AGREEMENT FOR SALE OF BUSINESS ASSETS
(Depreciable and Other Assets)

made and entered into October, 2020 by and between the
PURCHASER and SELLER who agree to the quantities and valuation
as follows:

Personal & Intangible Property List
(attach depreciation schedule for Greeley)

Exhibit D to
AGREEMENT FOR SALE OF BUSINESS ASSETS

made and entered into October, 2020 by and between the
PURCHASER and SELLER who agree to the quantities and valuation
as follows:

Encumbrance List: NONE

Exhibit E to
AGREEMENT FOR SALE OF BUSINESS ASSETS

made and entered into October, 2020 by and between the PURCHASER and SELLER who agree to the quantities and valuation as follows:

Outstanding leases, rentals, contracts, promissory notes, lawsuits, or other potential performance being transferred List (reference by title, parties, date and duration all franchise agreements, leases, contracts)

EXHIBIT F

NONE

Exhibit G to
AGREEMENT FOR SALE OF BUSINESS ASSETS

made and entered into October, 2020 by and between the
PURCHASER and SELLER who agree to the Lease terms and conditions
as follows:

(attach commercial lease agreement here)

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

GURNAM INC

is a

Corporation

formed or registered on 09/17/2020 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 20201798287 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/22/2020 that have been posted, and by documents delivered to this office electronically through 10/25/2020 @ 09:06:37 .

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 10/25/2020 @ 09:06:37 in accordance with applicable law. This certificate is assigned Confirmation Number 12683360 .



Jena Griswold

Secretary of State of the State of Colorado

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



Colorado Secretary of State
 Date and Time: 09/17/2020 12:26 PM
 ID Number: 20201798287

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.

Document number: 20201798287
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

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

1. The domestic entity name for the corporation is

GURNAM INC

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

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

Street address 562 1ST ST
(Street number and name)

FIRESTONE CO 80520
(City) (State) (ZIP/Postal Code)

COLORADO (CO) United States
(Province - if applicable) (Country)

Mailing address 562 1ST STREET
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

FIRESTONE CO 80520
(City) (State) (ZIP/Postal Code)

United States
(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name SINGH GURNAM
 (if an individual) *(Last) (First) (Middle) (Suffix)*

or

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

Street address 760 W. 1ST AVE
(Street number and name)

BROOMFIELD CO 80020
(City) (State) (ZIP/Postal Code)

Mailing address (leave blank if same as street address) *(Street number and name or Post Office Box information)*

CO
(State) (ZIP/Postal Code)

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

SINGH GURNAM _____
(Last) (First) (Middle) (Suffix)
760 W. 1ST AVENUE
(Street number and name or Post Office Box information)

BROOMFIELD CO 80020
(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.)

- 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).

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

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

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

ID Number	<u>20201798287</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>GURNAM INC</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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

FIRESTONE LIQUORS

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

RETAIL LIQUOR STORE

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

SINGH	GURNAM		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
760 W. 1ST AVENUE			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
BROOMFIELD	CO	80020	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
United States			
<i>(Province - if applicable)</i>		<i>(Country - if not US)</i>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

BYLAWS OF

GURNAM INC

ARTICLE I OFFICES

The principal office of the Corporation in the State of COLORADO shall be located at 562 1ST STREET, FIRESTONE and COUNTY OF WELD. The Corporation may have such other offices, either within or without the State of COLORADO, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the SEVENTEENTH day in the month of SEPTEMBER in each year, beginning with the year 2021, at the hour of 8 o'clock p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of COLORADO, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than percent (100 %) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of COLORADO, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or, in the absence of such provision, as the Board of Directors of such corporation may determine. Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than (1). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

SECTION 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV OFFICERS

SECTION 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of the President. Any two or more offices may be held by the same person, except for the offices of President, which may be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required

counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

(b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

(c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of

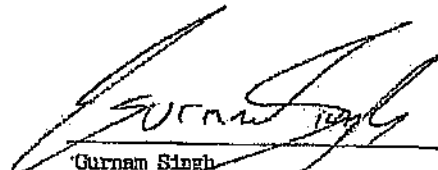
ARTICLE XI
WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the SEVENTEENTH day of 17 SEPTEMBER (month), 2020 (year).


Gurnam Singh

ORGANIZATIONAL CONSENT

OF INCORPORATOR

OF

GURNAM INC

Pursuant to Section 7-102-105(a) of the Colorado Business Corporation Act (C.R.S.), the undersigned, being a natural person over 18 years of age and the incorporator of GURNAM INC, a Colorado corporation (the "Corporation"), hereby adopts the following resolution without a meeting:

RESOLVED, that the following persons are hereby elected as directors of the Corporation, to serve until his or her successor is duly elected and has qualified:

Gurnam Singh

EXECUTED this 17th day of September 2020.


Gurnam Singh

**ORGANIZATIONAL CONSENT
OF DIRECTORS OF
GURNAM INC**

Pursuant to Section 7-108-202 of the Colorado Business Corporation Act (C.R.S.), the undersigned, being the directors of GURNAM INC, a Colorado corporation (the "Corporation"), hereby consent to, vote in favor of and adopt the following resolutions without a meeting:

I.

RESOLVED, that the certificate of incorporation of the Corporation issued by the Colorado Secretary of State be placed in the minute book, together with the articles of incorporation attached thereto.

II.

RESOLVED, that the bylaws attached to this consent of directors be and they hereby are adopted as the bylaws of the Corporation, and that a copy of such bylaws be placed in the Corporation's minute book.

III.

RESOLVED, that the specimen stock certificate attached hereto be and it hereby is adopted as the form of stock certificate of the Corporation.

IV.

RESOLVED, that the persons named below are elected to the offices set forth opposite his/her name, to serve until their successors are duly elected and shall qualify:

Gurnam Singh, President

V.

WHEREAS, the individuals named below have rendered services to the Corporation and the Corporation desires to issue shares of its stock as consideration for such services; and,

WHEREAS, the undersigned directors have determined that the services performed are adequate consideration for such shares;

RESOLVED, that in consideration of services performed for the Corporation, the Corporation shall issue shares of its stock to the individuals named below as follows:

Name	Number of Shares
Gurnam Singh	██████████

VI.

RESOLVED, that the Corporation elects to have its income taxed to its shareholders in accordance with the provisions of Subchapter S of the Internal Revenue Code; and,

FURTHER RESOLVED, that the President of the Corporation be and hereby is authorized and directed on its behalf to make the election to have the Corporation's income taxed to its shareholders in accordance with the provisions of Subchapter S of the Internal Revenue Code, and to execute and deliver such other instruments and documents and to perform such other acts as he may consider necessary or advisable in order to make such election.

VII.

RESOLVED, that the Corporation shall purchase the business presently known as Firestone Liquors located at 562 1st Ave., Firestone, CO 80520 (the "Business").

VIII.

RESOLVED, that the Corporation may borrow from Gurnam Singh such amounts necessary to purchase and operate the Business from time to time to carry out the purposes of the Corporation on terms which are prudent and reasonable under the circumstances.

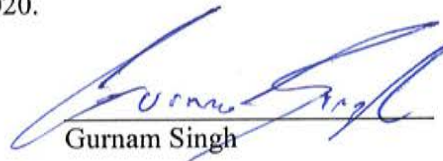
IX.

RESOLVED, that the Corporation shall make application for all licenses and permits necessary to purchase and operate the Business, including making application to the Town of Firestone and State of Colorado for a transfer of the existing retail liquor store license.

X.

RESOLVED, that the President of the Corporation is hereby authorized and directed to execute and deliver all documents necessary or appropriate to affect the intents and purposes of the foregoing resolutions.

EXECUTED this 17th day of September 2020.


Gurnam Singh

BILL OF SALE

KNOW ALL BY THESE PRESENTS, that Firestone Liquors, Inc.,
of the County of Weld,
State of Colorado,

(Seller), for and in consideration of the sum of [REDACTED] AND OTHER GOOD AND VALUABLE
CONSIDERATION, by GURNAM INC,

[REDACTED]
of the County of Weld,
State of Colorado,

(Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and does hereby grant, convey, and deliver to Buyer, their heirs, personal representatives, successors and assigns, the following property, goods, and chattels:

A. The leasehold interest in real property together with attachments and appurtenances thereto, all inventory, equipment, signs, customer lists, contracts, goodwill, non-compete, trade names and all other assets pertaining to the business known as "Firestone Liquors, Inc." located at 562 1st St., Firestone, CO 80520.

B. Including, but not limited to, all items described in the equipment lists attached hereto and made a-part-hereof.

EXCLUDED ITEMS: Accounts payable; accounts receivable; utility deposits; cash on hand; bank accounts.

Seller warrants and represents to Buyer that Seller is the lawful owner of all of the above assets and that they are free and clear of all liens, encumbrances, claims, debts, or liabilities; that Seller has the right to sell such assets to Buyer and agrees to **WARRANT AND DEFEND** the sale of said property against all and every person or persons whomever and to hold Buyer harmless from and against any such claims and the costs incurred in defending such claims.

By its acceptance of this Bill of Sale, Buyer acknowledges and agrees that the above property is being transferred in its "as is" condition without warranties of fitness, condition or merchantability by Seller. Seller does not warrant the continued income or profitability of the Business.

When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale this 30th day of October, 2020.

SELLER:
Firestone Liquors, Inc.

By: Sylvia Aberly
Sylvia Aberly (Oct 30, 2020 11:26:10T)
Sylvia Aberly, President

BUYER:
GURNAM INC

By: Gurnam Singh
Gurnam Singh (Oct 30, 2020 09:31:10T)
Gurnam Singh, President

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:
Coors, Southern, Breakthru, Republic

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 21st day of October, 2020.

Seller:

Firestone Liquors, Inc. #25-39609-0000
Licensee & License Number

Firestone Liquors
Trade name

Sylvia Aberly
Signature

President
Position

Sylvia Aberly
Print Name

Buyer:

GURNAM INC.
Applicant

FIRESTONE LIQUORS
Trade name

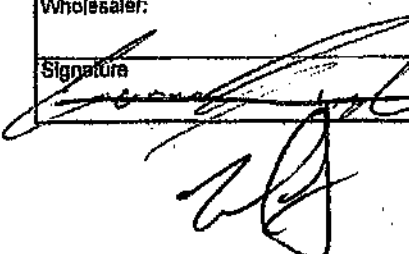
Gurnam Singh
Signature

President
Position

Gurnam Singh
Print Name


Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (if an LLC, partnership, corporation or name of corporation) <i>Amheiser Busch LLC</i>			License Number <i>4705403</i>	
Trade Name of Establishment/Doing Business As (DBA) <i>American Eagle Distributing Co</i>			Phone Number <i>9706631690</i>	
Physical Address <i>3600 Clydesdale Parkway</i>	City <i>Loveland</i>	State <i>CO</i>	ZIP <i>80538</i>	
Email Address				
Transferor Retailer Licensee Name <i>Firestone Liquors, Inc.</i>			License Number <i>25-39609-0000</i>	
Trade Name of Establishment/Doing Business As (DBA) <i>Firestone Liquors</i>			Phone Number	
Physical Address <i>562 1st Ave.</i>	City <i>Firestone</i>	State <i>CO</i>	ZIP <i>80520</i>	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler:				
Signature 	Print <i>Nathaniel James</i>	Title <i>Sales Director</i>	Date <i>10/22/20</i>	


Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) High Country Beverage Corp		License Number 23-68718-001	
Trade Name of Establishment/Doing Business As (DBA)			Phone Number
Physical Address 4200 Ronald Reagan Blvd	City Johnstown	State CO	ZIP 80534
Email Address trobbins@hcbeer.com			
Transferor Retailer Licensee Name Firestone Liquors, Inc.		License Number 25-39609-0000	
Trade Name of Establishment/Doing Business As (DBA) Firestone Liquors			Phone Number
Physical Address 562 1st Ave.	City Firestone	State CO	ZIP 80520
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: High Country Beverage Corp			
Signature 	Print Tanya Robbins	Title Accounts Receivable Lead	Date 11/30/20

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company			License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company			Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120	
Email Address				
Transferor Retailer Licensee Name			License Number 2539609	
Trade Name of Establishment/Doing Business As (DBA) FIRESTONE LIQ			Phone Number 303-833-3833	
Physical Address 562-1st STREET	City FIRESTONE	State CO	ZIP 80520	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: Republic National Distributing Company				
Signature 	Print MICAELA ACEVES	Title AR CLERK	Date 11/3/2020	

Acct 33912

DR 8004 (09/28/18)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) SOUTHERN GLAZER'S WINE & SPIRITS OF CO		License Number 40-55351-0002	
Trade Name of Establishment/Doing Business As (DBA) SOUTHERN GLAZER'S WINE & SPIRITS OF CO		Phone Number (303) 292-1711	
Physical Address 12800 E 19TH AVENUE	City AURORA	State CO	ZIP 80019
Email Address KVANVEEN@SGWS.COM			
Transferor Retailer Licensee Name FIRESTONE LIQUORS INC		License Number 25396090000	
Trade Name of Establishment/Doing Business As (DBA) FIRESTONE LIQUORS		Phone Number (303) 833-3833	
Physical Address 562 1ST AVE	City FIRESTONE	State CO	ZIP 80520
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: SOUTHERN GLAZER'S WINE & SPIRITS OF CO			
Signature <i>Kristy Van Veen</i>	Print KRISTY VAN VEEN	Title CREDIT DEPT	Date 01/18/21

Wholesaler Affidavit of Compliance
Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) Beverage Distributors Company LLC		License Number 40-04782-0001-0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado		Phone Number 303-371-3421	
Physical Address 3980 Central Park Blvd	City Denver	State CO	ZIP 80238
Email Address JJJOHNSON@BREAKTHRUBEV.COM			
Transferor Retailer Licensee Name Firestone Liquors Inc		License Number 25-39609-0000	
Trade Name of Establishment/Doing Business As (DBA) Firestone Liquors		Phone Number 303-833-3833	
Physical Address 562 1st Avenue	City Firestone	State CO	ZIP 80520
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: Breakthru Beverage Colorado			
Signature <i>Jayne Johnson</i>	Print Jayne J Johnson	Title Credit Associate III	Date 11/17/20