

## Permit Application and Report of Changes

Current License Number 4702195

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ \_\_\_\_\_

1. Applicant is a	Present License Number	
<input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual		
<input type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company	4702195	
2. Name of Licensee Oskar Blues LLC	3. Trade Name Oskar Blues Grill and Brew	
4. Location Address 303 Main St		
City Lyons	County Boulder	ZIP 80540

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
• License Account No. _____	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00
<input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00	<input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00
<input type="checkbox"/> Manager's Registration (Tavern).....\$75.00	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00
<input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00	<input type="checkbox"/> Change Location Permit (ea) ..... 150.00
<input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE	<input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>12</u> Total Fee <u>\$300</u>
Section B – Duplicate License	<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____
• Liquor License No. _____	<input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____
<input type="checkbox"/> Duplicate License ..... \$50.00	<input type="checkbox"/> Tavern Conversion ..... No Fee

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		

<b>TOTAL AMOUNT DUE</b>	<b>\$</b>	<b>.00</b>
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# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. \*(*Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted*). Submit to Local Licensing Authority (city or county) for approval.

Storage Permit	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>			
	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <ol style="list-style-type: none"> <li>1. Certificate of Amendment filed with the Secretary of State, or</li> <li>2. Statement of Change filed with the Secretary of State, <u>and</u></li> <li>3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</li> </ol> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name
Old Trade Name	New Trade Name			
Old Corporate Name	New Corporate Name			
Change of Location	<p><b>7. Change of Location</b></p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p>City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p>Address _____</p> <p>City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p>Address _____</p> <p>City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>			

Change of Manager	<p><b>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</b></p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises or Related Facility	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>The purposed change would temporarily include an adjacent driveway as part of the premise for an event.</u></p> <p>(b) If the modification is temporary, when will the proposed change: Start <u>See Attached</u> (mo/day/year) End <u>See Attached</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located 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? (If yes, explain in detail and describe any exemptions that apply)..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
Tavern Conversion	<p><b>10. Tavern Conversion</b></p> <p>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p>

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature	Title	Date
	Anita Gray	02/06/2017

**Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)	Date filed with Local Authority

Signature	Title	Date

**Report of STATE Licensing Authority**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date



Oskar Blues Grill and Brew  
Proposed Temp Liq License Premise Modification  
5/5/2017-5/7/2017  
303 Main St. Lyons, CO 80540

2/9/2017

**Additional Information Re: Permit Application and Report of Changes for Liquor License #4702195**

**9. (B) The following dates are being requested for the Temporary Modification of Premise:**

**May 5<sup>th</sup> to 7<sup>th</sup>, 2017**

**July 1<sup>st</sup> to 2<sup>nd</sup>, 2017**

**July 28<sup>th</sup> to 29<sup>th</sup>, 2017**

**September 2<sup>nd</sup> to 4<sup>th</sup>, 2017**

**Event Boundaries and Security:**

**The requested areas of liquor license extension will be fenced in with a rented fence. At the entrances of the fenced in area there will be alcohol monitors making sure no alcohol enters or exits the boundaries. They will also ID and provide a wrist band to those who are 21+ as well as our bartenders asking for ID's before serving guests.**

## Commercial Lease Agreement

This LEASE made effective as of the 1<sup>st</sup> day of March, 2015 (the "Effective Date")

Between:

### LESSOR (the "Lessor")

Name: Red Clay, LLC

Address: 1800 Pike Rd.  
Longmont, CO 80501

-AND-

### LESSEE (the "Lessee")

Name: Oskar Blues, LLC

Address: 303 Main St.  
Lyons, CO 80540

IN CONSIDERATION of the mutual promises and at the rental and upon the covenants, conditions and provisions herein set forth, contained and other good valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, the following property: Concrete Slab and parking area adjacent the alleyway on the south end of 339 Main St., Lyons, CO 80540

Leased Premises Address: 339 Main St., Lyons, CO 80540

together with all improvements now or hereafter located thereon and all appurtenances and privileges related thereto, all of which area is hereinafter referred to as the "Premises."

#### Term of Lease:

1. Initial Term: Lessor hereby leases the Lease Premises to Lessee, and Lessee hereby leases the same from Lessor, for Initial Term beginning on March 1st, 2015 (the "Commencement Date") and ending on February 29th, 2020 (the "Expiry Date"). Lessor shall use its best efforts to give Lessee possession as nearly as possible at the

beginning of the Lease term. If Lessor is unable to provide Lessee with possession of the Leased Premises in a timely fashion, rent shall abate for the period of delay. Lessee shall make no other claim against Lessor for any such delay.

2. Renewal Term: Month to Month. After the Expiry Date this Lease is automatically renewed month to month, but may be terminated by either party giving to the other a 30 day written notice of intention to terminate.

**Rent Payments:**

Rent is due in advance on the 1st day of each March of each calendar year, beginning in March 2015. All rent payments shall be paid to Lessor at the following address:

Street Address: 1800 Pike Rd.

City: Longmont CO, Zip: 80501

or at such other place as Lessor may from time to time notify Lessee in writing. If the lease term commences on a day other than the first day of the calendar month, the first's month's rent shall be adjusted accordingly. If Lessee fails to make a rent payment in full within 5 days after it is due, a late payment penalty of 0.00 will be applied and will be payable as additional rent.

**Base Rent:**

The base rent shall be \$ 43.00 per year, utilities included.

**Security Deposit:**

1. Prior to the Commencement Date and before taking possession of the Leased Premises, Lessee shall pay Lessor a security deposit (the "Security Deposit") of \$ 0.00.
2. Lessor may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent or to satisfy any other covenant or obligations of Lessee hereunder. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount.
3. If Lessee is not in default at the Expiry Date or earlier termination of this Lease or any extension or renewal thereof, the Security Deposit (or remaining balance after deductions for arrears of rent or other amounts owing by Lessee, if any) shall be returned by Lessor to Lessee. The party who is eventually entitled to the fund in whole or in part shall also be entitled to the interest accrued or its pro rata share of the interest accrued.

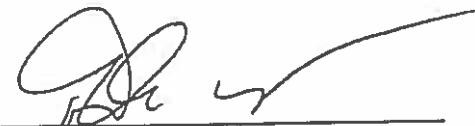
4. If Lessor transfers its interest in the Premises during the term of this Lease, Lessor may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**Use of Premises:**

The Leased Premises shall be used solely for the purpose of Lessee's business, specifically:

Special Events, Restaurant services

Lessee agrees to use the Leased Premises for reasonable business, commercial, retail, warehousing, or industrial uses which do not materially damage the Leased Premises. Lessee's use of the Leased Premises shall be in lawful, careful, safe, and proper manner, and Lessee shall carefully preserve, protect, control and guard the same from damage, at Lessee's sole expense. Lessee shall not use the parking area or the ingress and egress area of the Premises in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Leased Premises. Lessee shall not use the Leased Premises for the purposes for storing, manufacturing, or selling explosives, flammables or other inherently dangerous substance, chemical, thing or device. Lessee shall, on the Expiry Date or, if earlier termination upon such termination, surrender possession of the Leased Premises without further notice to quit, in as good condition as reasonable use will permit. Lessee shall not use the Leased Premises for living quarters or as a residence. Lessee shall not use the Lease Premises for any unlawful, immoral or improper purpose, or in any manner which is contrary to law or to any directions, rules, regulations, regulatory bodies, or official having jurisdiction thereof or which shall be injurious to any person or property.



Lessor



Lessee

03/01/2015

Date

03/01/2015

Date