



TOWN OF WIGGINS

**BOARD of TRUSTEES
SPECIAL MEETING**

December 13, 2023 at 7:00 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON***

GO TO THE FOLLOWING SITE <https://us06web.zoom.us/j/88202736268> FOR THE MEETING LINK

SPECIAL MEETING AGENDA

I. INTRODUCTIONS

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda

II. CONSIDERATION OF RESOLUTION NO. 47-2023

- A Resolution Authorizing the Wiggins Police Department to Purchase Patrol Rifles
1. Resolution No. 47-2023

III. CONSIDERATION OF RESOLUTION NO. 48-2023

- A Resolution Authorizing the Town Manager to Purchase a 2014 Chevrolet Tahoe Patrol Vehicle for the Wiggins Police Department
1. Resolution No. 48-2023

IV. CONSIDERATION OF ORDINANCE NO. 05-2023

1. Ordinance No. 05-2023

V. LIQUOR LICENSING AUTHORITY

1. PUBLIC HEARING (*Public input will be taken during the public hearing*).
New Liquor License for Family Dollar Store
2. Liquor License Renewal for Stub's Gas and Oil

VI. UPDATES AND OTHER ITEMS

VII. ADJOURNMENT

1. Closing Remarks by Mayor and Trustees, and Meeting Adjournment



STAFF SUMMARY

Board of Trustees Special Meeting

December 13, 2023

DATE: December 8, 2023

AGENDA ITEM NUMBER: 2

TOPIC: Consideration of Resolution 47-2023, Purchase of Patrol Rifles

STAFF MEMBER RESPONSIBLE: Craig Miller, Chief of Police

BACKGROUND:

During range training in 2023, we determined that our current rifles are substandard for officer safety and accuracy. It appears that these rifles were selected due to their price, not their quality. A rifle must, without question, be reliable and inspire confidence, our current rifles do neither.

SUMMARY:

We have reached out to several gun manufacturers and provided them with the specifications that we require to meet our high standards and to meet the expectations of our community. Their responses and quotes were very similar, but the one difference is our local manufacturer, Colorado Custom Firearms, would be able to immediately service our rifles, should we experience any issues.

FISCAL IMPACT:

The fiscal impact will be \$4,650 for three rifles. There are enough savings in the 2023 police budget to absorb this cost without going over budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

This purchase supports the Town's objectives and goals to enhance community safety. Having a reliable rifle will instill confidence in addressing any threat that may be posed to the officers or this community, helping to keep our community safe for everyone.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees could adopt this Resolution as presented, request a modification, or not adopt the Resolution.

MOTION FOR APPROVAL: I make a motion to adopt Resolution 47-2023, A Resolution Authorizing the Wiggins Police Department to Purchase Patrol Rifles.

ACTION REQUESTED: MOTION, SECOND, ROLL-CALL VOTE
(Resolutions require affirmative votes from the majority of Trustees present)



Colorado Custom Firearms LLC
 305 Central Ave
 Wiggins, CO 80654
 720-627-5095
 coloradocustomfirearms@gmail.com
 www.coloradocustomfirearms.com

ADDRESS

Craig Miller
 Wiggins Police Department

Estimate 1010

DATE 12/08/2023

EXPIRATION DATE 12/15/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/08/2023	Firearm Sales	18" AR Rifle: -Aero Precision M4E1 Threaded AR-15 Barreled Upper 5.56 Mid- Length ATLAS R-One 16" 41V50 Chrome Moly Vanadium Steel 1:7 twist rate -Strike Industries ARCH AR-15 Charging Handle - Extended Latch -Colorado Custom Firearms 7075 forged lower -B5 Systems BRAVO stock -Geissele Automatics Single Stage Precision SSP M4 Curved AR-15 Trigger 3.5 lb	3	1,550.00	4,650.00T

SUBTOTAL	4,650.00
TAX	0.00
TOTAL	\$4,650.00

Accepted By

Accepted Date

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 47-2023**

A RESOLUTION AUTHORIZING THE WIGGINS POLICE DEPARTMENT TO PURCHASE PATROL RIFLES

WHEREAS, the Town of Wiggins Police Department has determined that the existing patrol rifles do not meet the current standards of the department; and

WHEREAS, patrol rifles must have accuracy and be of sufficient quality to provide for officer safety when being used; and

WHEREAS, the Wiggins Police Department contacted several firearms manufactures requesting for quotes for the purchase of rifles. The quotes reflected similar costs, with Colorado Custom Firearms having the advantage of being locally owned and able to provide service immediately if needed.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:

Section 1. The Board of Trustees hereby authorizes the Wiggins Police Department to purchase three (3) patrol rifles from Colorado Custom Firearms in Wiggins, Colorado for an estimated cost of \$4,650.00.

INTRODUCED, ADOPTED AND RESOLVED THIS 13TH DAY OF DECEMBER, 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk/Treasurer



STAFF SUMMARY

Board of Trustees Special Meeting

December 13, 2023

DATE: December 8, 2023

AGENDA ITEM NUMBER: 3

TOPIC: Consideration of Resolution 48-2023, Purchase of a Police Vehicle

STAFF MEMBER RESPONSIBLE: Craig Miller, Chief of Police

BACKGROUND:

Officer Erickson's vehicle was experiencing a mechanical issue so it was taken to Walker Repair for a diagnosis. They determined that Officer Erickson's vehicle's transmission was the issue and would need to be replaced. The vehicle is a 2011 Chevrolet Tahoe that had previously been in service with the Colorado State Patrol and had over 140,000 miles on it. We determined that due to the age and value of the vehicle, it was not worth replacing the transmission for continued use as a patrol vehicle.

SUMMARY:

We located a similar vehicle, a 2014 Chevrolet Tahoe with 75,511 miles on it, at a dealership in Parker, Colorado. A test drive and inspection determined that this vehicle would be an excellent choice to replace Officer Erickson's patrol vehicle. The average price paid for similar vehicles was almost \$19,000. The dealership asked \$17,000, and they accepted an offer of \$15,000 for the Town to purchase the vehicle.

FISCAL IMPACT:

The fiscal impact will be \$15,000. There are enough savings in the 2023 police budget to absorb this cost without going over budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

This purchase supports the Town's objectives and goals to enhance community safety. This patrol vehicle will allow Officer Erickson to patrol the Town to detect and prevent crime, helping to keep our community safe for everyone.

Town of Wiggins
304 E Central Avenue: Wiggins, CO 80654
970-483-6161:townofwiggins.colorado.gov

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees could adopt this Resolution as presented, request a modification, or not adopt the Resolution.

MOTION FOR APPROVAL: I make a motion to adopt Resolution 48-2023, A Resolution Authorizing the Town Manager to Purchase a 2014 Chevrolet Tahoe Patrol Vehicle for the Wiggins Police Department.

ACTION REQUESTED: MOTION, SECOND, ROLL-CALL VOTE
(Resolutions require affirmative votes from the majority of Trustees present)



Denver Auto Company

10672 S Parker Rd.
Parker, CO 80138

(303) 841-5377
info@denverautoco.com

Dealer # 39817

BUYERS ORDER

SALE DATE
December 1, 2023

SALESPERSON
Max Krigel

BUYER

Company **Town of Wiggins**
Representative **Craig Jason Miller**
Address **304 Central Ave**
Wiggins, CO 80654-8933
Phone **(970) 467-0557**
Email **craig.miller@wigginsco.com**
Rep. DL # **96-057-1068**
Rep. DL State **CO**
Rep. DOB **02/27/1969**

VEHICLE

2014 Chevrolet Tahoe
WA189534
Used
1GNSK2E01ER189534
Black
75,513 Miles

VEHICLE PRICE	\$15,000.00
TOTAL SALE	\$15,000.00
CASH DOWN	\$500.00
AMOUNT FINANCED	\$14,500.00

FINANCING

Outside Financing
Cash Down **\$500.00**

ALL USED VEHICLES SOLD "AS IS - WITH ALL FAULTS" WITH NO WARRANTY EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ALL TRANSACTIONS ARE SUBJECT TO SELLER SECURING FINANCING APPROVAL ON ANY DEFERRED BALANCE.

Customer has received received Emissions or Emissions Coupon. Initial: _____

The Cash Down amount of \$500.00 is to be paid by the Buyer on the Sale Date.

The Amount Financed of \$14,500.00 is to be paid by the Lien Holder or by the Buyer if they are not able to secure financing.

Seller/dealer receives checks and drafts, given in whole or part payment, conditionally only. Seller/dealer reserves title to motor vehicle until check or draft is paid by bank on which drawn. Any breach of contract by the Buyer(s) shall be sufficient cause for seller to declare contract void and/or to seek any redress for damages seller/dealer may deem the Buyer(s) have committed by virtue of said breach of contract. The Buyer(s) guarantee to deliver clear, good title to their traded vehicle. The Buyer(s) authorize seller to supply and charge for collision insurance in contract in event there is no such insurance transferrable or forthcoming from the Buyer(s). The Buyer(s) acknowledge receipt of a copy of this Buyer's Order.

All promises, verbal understandings, or agreements of any kind pertaining to this purchase not specified herein are not binding on the seller/dealer.

The Buyer(s) hereby acknowledge they have received evidence necessary for transfer of vehicle title. The Buyer(s) further authorize seller/dealer to correct and/or alter figures herein where amount owing on trade is incorrect and/or where errors of arithmetic occur, and to change any and/or all figures affected therein, including payments accordingly. The Buyer(s) acknowledge they supplied the information regarding balance owing on the trade-in. The Buyer(s) authorize seller/dealer to correct typographical errors herein.

Dealer Handling 1: To the negotiated price of each vehicle sold there will be added sum for costs and additional profit to the seller/dealer for items such as inspecting, cleaning, and adjusting new and used vehicles.

I/we, the Buyer(s), state that I/we are eighteen (18) years of age or older and have legal right to transact business.

Buyer: Craig Jason Miller (Representative) 12/1/2023
Date

Seller/Dealer: Denver Auto Company (Agent) 12/1/2023
Date



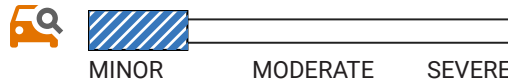
Vehicle History Report™

US \$44.99

2014 CHEVROLET TAHOE SPECIAL SERVICE

VIN: 1GNSK2E01ER189534
 4 DOOR WAGON/SPORT UTILITY
 5.3L V8 F OHV 16V
 FLEX FUEL
 REAR WHEEL DRIVE W/ 4X4

Accident reported: minor damage



2 Service history records

CARFAX 1-Owner vehicle

Government vehicle

75,511 Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 12/12/23 at 1:56:05 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Ownership History

The number of owners is estimated

Owner 1

Year purchased	2013
Type of owner	Government
Estimated length of ownership	9 yrs. 7 mo.
Owned in the following states/provinces	Colorado
Estimated miles driven per year	7,840/yr
Last reported odometer reading	75,511



Title History

CARFAX guarantees the information in this section

Owner 1

Damage Brands Salvage Junk Rebuilt Fire Flood Hail Lemon	<input checked="" type="checkbox"/> Guaranteed No Problem
Odometer Brands Not Actual Mileage Exceeds Mechanical Limits	<input checked="" type="checkbox"/> Guaranteed No Problem

GUARANTEED - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify.

009



[View Terms](#)



Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Total Loss

No total loss reported to CARFAX.

No Issues Reported

Structural Damage

CARFAX recommends that you have this vehicle inspected by a collision repair specialist.

No Issues Reported

Airbag Deployment

No airbag deployment reported to CARFAX.

No Issues Reported

Odometer Check

No indication of an odometer rollback.

No Issues Indicated

Accident / Damage

Accident reported: 11/16/2019.

Minor Damage

Manufacturer Recall

No open recalls reported to CARFAX. Check for open recalls on GM vehicles at recalls.gm.com.

No Recalls Reported



Detailed History



Owner 1



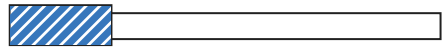

Purchased: 2013




Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Government Vehicle
7,840 mi/yr

Date	Mileage	Source	Comments
11/05/2013		Dealer Inventory	Vehicle offered for sale
12/30/2013	8	Colorado Motor Vehicle Dept.	Vehicle purchase reported
02/13/2014		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024	Title or registration issued - First owner reported - Titled or registered for government use
08/06/2014		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024	Registration issued or renewed - Titled or registered for government use
09/24/2015		Colorado	Registration issued or renewed

		Motor Vehicle Dept. Loveland, CO Title #06P105024		- Titled or registered for government use
09/08/2016		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024		Registration issued or renewed - Titled or registered for government use
11/27/2017		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024		Registration issued or renewed - Titled or registered for government use
12/15/2017	28,196	Davidson-Gebhardt Chevrolet Loveland, CO 970-667-3950 ★ 4.7 / 5.0 81 Verified Reviews ❤️ 69 Customer Favorites		Vehicle serviced
09/14/2018		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024		Title or registration issued
08/15/2019		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024		Title or registration issued
11/16/2019		Damage Report		Accident reported: minor damage - Vehicle involved in a sideswipe collision - Airbags did not deploy
			<div data-bbox="857 1394 1373 1591" data-label="Figure"> <p style="text-align: center;">Damage Severity Scale</p>  <p style="text-align: center;">MINOR MODERATE SEVERE</p> </div> <div data-bbox="1344 1432 1484 1625" data-label="Image">  </div> <div data-bbox="867 1654 1500 1759" data-label="Text" style="border: 1px solid blue; padding: 5px;"> <p>Minor damage is usually cosmetic, including dents or scratches to the vehicle body.</p> </div>	
07/01/2020		Colorado Motor Vehicle Dept. Loveland, CO Title #06P105024		Registration issued or renewed

07/22/2022	73,586	Davidson-Gebhardt Chevrolet Loveland, CO 970-667-3950 ★ 4.7 / 5.0 81 Verified Reviews ♥ 69 Customer Favorites	 Vehicle serviced
12/09/2022	75,502	Colorado Inspection Station	Passed emissions inspection
08/15/2023	75,511	Denver Auto Company Parker, CO 303-369-5882	Vehicle offered for sale

Have Questions? Please visit our Help Center at www.carfax.com.



Glossary

Accident Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada.

Not every accident is reported to CARFAX. As details about the accident become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

- According to the National Safety Council, Injury Facts, 2021 edition, 5% of the 276 million registered vehicles in the U.S. were involved in an accident in 2019. Over 77% of these were considered minor or moderate.
- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 12/12/23 at 1:56:05 PM (CST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

Damage Severity

Damage events result in one of the following severity levels:

- Minor: Generally, minor damage is cosmetic (including dents or scratches), may only require reconditioning, and typically does not compromise a vehicle's operation and/or safety.
- Moderate: Moderate damage may affect multiple components of the vehicle and may impair the vehicle's operation and/or safety.
- Severe: Severe damage usually affects multiple components of the vehicle and is likely to compromise the vehicle's operation and/or safety.

CARFAX recommends getting a pre-purchase inspection at a certified collision repair facility.

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

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12/12/23 1:56:05 PM (CST)

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. 48-2023**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO PURCHASE A 2014
CHEVROLET TAHOE PATROL VEHICLE FOR THE WIGGINS POLICE
DEPARTMENT**

WHEREAS, the Town of Wiggins Police Department currently has a patrol vehicle that has high mileage (over 140,000 miles) and is having mechanical issues; and

WHEREAS, the vehicle is past its useful life as a Police vehicle due to its age, vehicle value and prior use by the Colorado State Patrol; and

WHEREAS, the Wiggins Police Department has contacted several police agencies, government vehicle auction sites and police vehicle dealers searching for a replacement vehicle; and

WHEREAS, the Wiggins Police Department has located a 2014 Chevrolet Tahoe with 75,511 miles on it at Denver Auto Company in Parker, Colorado.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:

Section 1. The Board of Trustees hereby authorizes the Town Manager to purchase a 2014 Chevrolet Tahoe from Denver Auto Company for \$15,000.00. for the Wiggins Police Department.

INTRODUCED, ADOPTED AND RESOLVED THIS 13TH DAY OF DECEMBER, 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk/Treasurer



STAFF SUMMARY

Board of Trustees Special Meeting

December 13, 2023

DATE: December 12, 2023

AGENDA ITEM NUMBER: 4

TOPIC: Ordinance No. 05-2023- An Ordinance Approving a Lease Agreement for an Office Copier for Town Hall

Staff Member Responsible: Tom Acre, Town Manager

BACKGROUND:

The Town of Wiggins currently leases the office copy machine Premiere Copier at a cost of \$159.00 per month, plus a per copy charge under a service contract. This multifunctional machine is utilized by all departments. Premiere has offered the Town a newer, higher copy quality copier for the same monthly charge.

SUMMARY:

Premiere Copier has offered to provide us with a check to cover the new lease for the first year, buy out our current lease the end of the year, and provide a new lease at the current \$159.00 after a year.

FISCAL IMPACT:

There will be no negative impact to budget, as leasing a copier was budgeted for 2023 and 2024

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The ability to reliably produce copies, scan documents, and fax is a component of staffs' work each day. Copy machines have a limited life span and technology is continuously changing.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees could adopt this Ordinance as presented, request a modification, or not adopt the Resolution.

MOTION FOR APPROVAL: I make a motion to adopt Ordinance 05-2023 - An Ordinance Approving a Lease Agreement for an Office Copier for Town Hall.

ACTION REQUESTED: MOTION, SECOND, ROLL-CALL VOTE
(Ordinances require affirmative votes from the majority of Trustees present)



FAST // FORWARD // FINANCE

CLASSIC LEASE

COMMERCIAL LEASE AGREEMENT

CONTRACT NO.
APPLICATION NO. 250 - 1264

<p>1 LESSEE ("LESSEE") Name, company address, delivery address and location of the leased equipment (please indicate if different)</p> <p>Town of Wiggins</p> <p>304 Central Avenue Wiggins Colorado 80654</p> <p>Phone 970-483-6161 EIN 00000000</p> <p>E-mail info@wigginsco.com</p>	<p>RESELLER/SUPPLIER ("SUPPLIER") of the leased equipment Note: Reseller/Supplier is not authorized to represent Lessor.</p> <p>Premiere Copier Products, INC</p> <p>7442 South Tucson Way Suite 170 Englewood Colorado 80112 19951014291</p>
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<p>2 LEASED OBJECT(S) (LO)</p> <table border="1"> <tr> <td>Kyocera 3253CI Refurbished</td> <td>Qty</td> <td>1</td> </tr> <tr> <td>Copier Stand</td> <td>Qty</td> <td>1</td> </tr> <tr> <td>Document Processor</td> <td>Qty</td> <td>1</td> </tr> <tr> <td></td> <td>Qty</td> <td></td> </tr> </table>	Kyocera 3253CI Refurbished	Qty	1	Copier Stand	Qty	1	Document Processor	Qty	1		Qty		<table border="1"> <tr> <td>MONTHLY LEASING PAYMENT</td> <td style="text-align: right;">289.00 \$</td> </tr> <tr> <td>BASIC LEASE TERM</td> <td style="text-align: right;">63 MONTHS</td> </tr> <tr> <td>ONE TIME NET ADMINISTRATION FEE</td> <td style="text-align: right;">200.00 \$</td> </tr> </table> <p>All amounts plus applicable sales tax.</p>	MONTHLY LEASING PAYMENT	289.00 \$	BASIC LEASE TERM	63 MONTHS	ONE TIME NET ADMINISTRATION FEE	200.00 \$
Kyocera 3253CI Refurbished	Qty	1																	
Copier Stand	Qty	1																	
Document Processor	Qty	1																	
	Qty																		
MONTHLY LEASING PAYMENT	289.00 \$																		
BASIC LEASE TERM	63 MONTHS																		
ONE TIME NET ADMINISTRATION FEE	200.00 \$																		

INTENDED USE The LO are intended to be used for my/our commercial/independent activity, which I/we have performed since 6/1/1983

<p>3 This Lease Agreement ("Agreement") is entered into between the Lessee and GRENKE as Lessor ("Lessor") and together with Lessee, each a "Party" and jointly the "Parties").</p> <p>Lessor's General Terms and Conditions of Commercial Lease ("GTC") are incorporated in this Agreement by reference as if set forth at length herein. Lessee hereby requests the following amendments to this Agreement and the GTC (include a separate Annex if applicable).</p> <p>The non-terminable "Basic Lease Term" of this Agreement begins on the first day of the calendar quarter following the delivery of the Equipment, or on the first day of the calendar month, if monthly Leasing Payment has been agreed upon, see section 3 GTC. Should the Equipment be delivered earlier, the Lessee must pay 1/30 of the monthly</p>	<p>Leasing Payment for every day between the date of delivery and the beginning of the Basic Lease Term, see section 4 GTC. This Agreement shall automatically renew for consecutive 6 month periods, unless either Party gives written notice of termination no less than 3 month prior to the end, see section 3 GTC.</p> <p>When this Agreement ends or is terminated, the Lessee must within 14 days deliver the Equipment to the Lessor's office mentioned below or to the one situated nearest to the Lessee, see section 6 and section 17 GTC.</p> <p>After delivery, the Lessee bears the risk of damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever. The Lessee must insure the Equipment with a reputable insurer. In the absence of evidence of the Lessee's Property Insurance the Lessor shall be entitled</p>	<p>but not obliged to insure the Equipment through the Lessor's own Property Insurance and in this case charge the expenses to the Lessee, see section 7 and section 12 GTC.</p> <p>Payment methods: In case of late or non-payment of any sum due to the Lessor by the Lessee, see section 4 GTC.</p> <p>Lessee hereby requests the following special conditions, which amend the provisions of this Agreement (if applicable, include reference to separate enclosure):</p> <p>Direct Debit Quarterly payment</p> <p>No other collateral agreements have been made. The Supplier or third parties are not authorised to represent the Lessor.</p>
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4 APPLICATION / DECLARATION OF LESSEE							
Lessee hereby agrees to the terms above and the GTC (which can be accessed, read and downloaded online at www.grenke.us/downloads . Lessee acknowledges that it has read, understands and agrees to the GTC. Lessee hereby offers to Lessor the conclusion of this Agreement on the terms and conditions set forth in this Agreement and agrees to be bound by this offer for a period of four weeks starting on the date set forth below above Lessee's signature.							
<table border="1"> <tr> <td style="width: 50%;">Date</td> <td style="width: 50%;">Title and position of Lessee representative</td> </tr> <tr> <td style="text-align: center;">Tom Acre</td> <td style="text-align: center;">X</td> </tr> <tr> <td>Printed name of Lessee representative</td> <td>Signature of Lessee representative</td> </tr> </table>	Date	Title and position of Lessee representative	Tom Acre	X	Printed name of Lessee representative	Signature of Lessee representative	<div style="border: 1px dashed black; padding: 10px; text-align: center;"> <p>LEASE APPLICATION ACCEPTED</p> <p>Date, GC Leasing AZ L.L.C. as the LESSOR</p> </div>
Date	Title and position of Lessee representative						
Tom Acre	X						
Printed name of Lessee representative	Signature of Lessee representative						

AUTHORIZATION AGREEMENT

FOR AUTOMATED CLEARING HOUSE TRANSACTIONS (ACH DEBITS)

APPLICATION NO. 250 - 1264

1 ACH AUTHORIZATION

Town of Wiggins

Individual / Company Name

00000000

Individual SSN / Company EIN

2 I/We hereby authorize GC Leasing AZ L.L.C. hereinafter called GRENKE, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my/our Checking Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

3 BANK INFORMATION

Depository Name (Bank name)

ZIP

City

State

ABA No. ("Routing No.")

Account No.

In Process

4 This authority is to remain in full force and effect until GRENKE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford GRENKE and DEPOSITORY a reasonable opportunity to act on it.

Printed name(s) and title(s)

Tom Acre

X

Date

Signature(s)

CONFIRMATION OF DELIVERY

UNDER YOUR CONTRACT

CONTRACT NO.

APPLICATION NO. 250 - 1264

1	<p>LESSEE Name/ Company (full name and address), the address stated is also delivery location and location of the leased equipment (unless otherwise indicated.)</p> <p>Town of Wiggins 304 Central Avenue Wiggins Colorado 80654</p>	<p>RESELLER/SUPPLIER of the leased equipment Note: The Reseller/Supplier is not authorised to represent Lessor</p> <p>Premiere Copier Products, INC 7442 South Tucson Way Suite 170 Englewood Colorado 80112 19951014291</p>
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2	<table border="1"> <thead> <tr> <th>QUANTITY</th> <th>EQUIPMENT</th> <th>MANUFACTURER</th> <th>EQUIPMENT DETAILS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Kyocera 3253CI Refurbished</td> <td>Kyocera</td> <td></td> </tr> <tr> <td>1</td> <td>Copier Stand</td> <td>Kyocera</td> <td></td> </tr> <tr> <td>1</td> <td>Document Processor</td> <td>Kyocera</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	QUANTITY	EQUIPMENT	MANUFACTURER	EQUIPMENT DETAILS	1	Kyocera 3253CI Refurbished	Kyocera		1	Copier Stand	Kyocera		1	Document Processor	Kyocera					
QUANTITY	EQUIPMENT	MANUFACTURER	EQUIPMENT DETAILS																		
1	Kyocera 3253CI Refurbished	Kyocera																			
1	Copier Stand	Kyocera																			
1	Document Processor	Kyocera																			

In Process

3 CONFIRMATION OF DELIVERY

With regard to the above-mentioned contract/application, I/we hereby confirm the following:

1. I/We have received the above-mentioned leased equipment today, on the date of delivery. A user manual is either not required or I/we have been provided with such a manual.
2. The leased equipment has been set up and professionally assembled and/or installed.
3. Insofar as required, I/we have received a course of instruction.
4. The leased equipment is without defects and is in proper working order.
5. It has been delivered in full. I/we have verified its completeness and proper function.
6. The leased equipment conforms to the descriptions given in the contract/application, and with all agreements made with the reseller/supplier (e.g. concerning technical type, quality and level of performance). It possesses the properties as warranted by the supplier.
7. The quality of the leased equipment is as guaranteed by the supplier and/or other third party.
8. I/We am/are aware that the reseller/supplier is not authorised to represent Lessor or agree provisions which deviate from the wording of the above-mentioned contract.
9. My/Our above-mentioned application is – insofar as this has not yet been accepted – hereby re-submitted. I/We agree to be bound by the contractual offer for further 4 weeks, starting on the date this confirmation of delivery was signed.
10. I/We have received a copy of this confirmation of delivery today.

IMPORTANT
The confirmation of delivery triggers payment of the purchase price to the reseller/supplier by GC Leasing AZ L.L.C. as Lessor. If the Lessee fails to conduct a functional test and/or signs this declaration before she/he has received the leased equipment in full and in the contractually-agreed condition, then she/he – presupposing his/her culpability – shall compensate Lessor for any consequent losses.

4	<p>DATE OF FULL DELIVERY</p> <p>Date <input type="text" value="DD/MM/YYYY"/></p>	<p>Please enter here the day of the full delivery of the above-mentioned leased equipment.</p>
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5	<p>Date <input type="text"/></p>	<p>Printed name of Lessee representative Tom Acre</p> <hr/> <p style="text-align: center;">X</p>
	<p>Title and position of Lessee representative</p>	<p>Signature of Lessee representative</p>

Certificate Of Completion

Envelope Id: F0D62A1E5AF2463CBABCFD3C5B05B9	Status: Sent
Subject: Please DocuSign: lease contract	
Source Envelope:	
Document Pages: 3	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	GRENKE USA
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	Neuer Markt 2
	Baden-Baden, , 76532
	service@grenke.us
	IP Address: 217.25.128.77

Record Tracking

Status: Original	Holder: GRENKE USA	Location: DocuSign
12/4/2023 8:41:49 PM	service@grenke.us	

Signer Events

Signature	Timestamp
Tom Acre	Sent: 12/4/2023 8:41:53 PM
Tacre@wigginsco.com	Viewed: 12/11/2023 4:54:33 PM
Security Level: Email, Account Authentication (Optional)	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

service@grenke.us

Signing Group: service@grenke.us
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

service@grenke.us

Signing Group: service@grenke.us
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Process
In Process

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2023 8:41:53 PM

In Process
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GENERAL TERMS AND CONDITIONS OF COMMERCIAL LEASE

1. LEASE AGREEMENT

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, for use in Lessee's business the Equipment described more fully in Box 2 on the first page of this Agreement.

2. OPERATION OF EQUIPMENT

Lessee shall not remove the Equipment from Lessee's address specified in Box 1 on the first page of this Agreement without prior written approval of Lessor. Lessee shall allow Lessor to enter Lessee's premises at all reasonable times to locate and inspect the state and condition of the Equipment. Lessee shall at its expense keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall operate the Equipment exclusively in connection with Lessee's business and in accordance with the Equipment's intended purpose.

3. TERM AND TERMINATION

The Basic Lease Term of this Agreement begins on the first day of the calendar quarter following the delivery of the Equipment, or on the first day of the calendar month, if monthly payment has been agreed upon.

The Basic Lease Term continues for the number of months set forth in Box 2 on the first page of this Agreement, unless and until earlier terminated as provided under this Agreement.

This Agreement shall automatically renew for consecutive six month periods (each a "Renewal Term" and together with the Basic Lease Term, the "Term"), unless either Party gives written notice of termination in accordance with Section 23 no less than three month prior to the end of the Basic Lease Term or the then-current Renewal Term, as the case may be.

Lessee may terminate this Agreement prior to the end of the Basic Lease Term,

- i) in case of a Basic Lease Term of 36 months no earlier than 10 months prior to the end of the Basic Lease Term,
- ii) in case of a Basic Lease Term of 42 months no earlier than 11 months prior to the end of the Basic Lease Term, or
- iii) in case of a Basic Lease Term of 48 months no earlier than 13 months prior to the end of the Basic Lease Term, in each case upon 60 days prior written notice to Lessor in accordance with Section 23. Such termination shall be conditioned upon payment by Lessee of all Rent (as defined below) due through the intended termination date.

4. RENT, PAYMENT, PAYMENT PERIOD, PAYMENT METHOD

In consideration of Lessee's right to possess and use the Equipment during the Basic Lease Term and any Renewal Term (as defined in Section 18.), Lessee shall pay the Monthly Leasing Payment specified in Box 2 on the first page of this Agreement ("Rent") in advance, on the first day of each calendar quarter following the delivery of the Equipment or on the first day of each calendar month, if monthly payment has been agreed upon.

Monthly Leasing Payments as well as the Payment of Handling Fees are subject to local Sales tax, unless the Lessee provides the Lessor with a Resale Certificate or another tax exemption regulation applies.

In addition, if the Equipment has been delivered before the start of the Basic Lease Term, Lessee shall pay interim Rent ("Interim Rent") for the use of the Equipment.

The Interim Rent is an amount equal to the product of:

- i) one thirtieth, multiplied by
- ii) the number of days from (and including the date of Equipment delivery) to (and excluding) the first day of the immediately following calendar quarter, or calendar month, if monthly payment has been agreed by the Parties, multiplied by
- iii) the Rent.

Lessee shall pay the Interim Rent on the last day of the Interim Term. Any Rent and Interim Rent payments shall be made without any set-off, offset, abatement, or deduction whatsoever in U.S. dollars by wire transfer, check, or ACH direct debit (ACH direct debit requires execution by Lessee of Lessor's ACH direct debit authorization form, as in effect from time to time). For any payment method used by Lessee other than ACH direct debit, Lessor may charge Lessee an administrative fee of \$ 12.00 per each such use.

Lessee shall pay interest on all late payments at the lesser of the rate of 1.5 % per month and the highest rate permissible under applicable law, calculated daily and compounded monthly.

Lessee shall reimburse Lessor for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Lessee of any default under this Agreement. Time is of the essence with regard to payment by Lessee of any amounts due hereunder.

5. MAINTENANCE, UPGRADES

Lessee, at its own expense, shall maintain, service, repair, and keep the Equipment:

- a) in the same condition as when delivered to Lessee, ordinary wear and tear excepted;
- b) in compliance with the manufacturer's or Supplier's maintenance requirements; and
- c) in compliance with applicable law.

If any part comprising any Equipment becomes lost, stolen, damaged beyond repair, or otherwise permanently rendered unfit for use, Lessee, at its own expense, shall promptly replace or cause to be replaced such part with one or more replacement parts that are free of all liens.

Lessee shall cause after the replacement, the related be in as good an operating condition as, and have a value, remaining useful life and utility at least equal to the value, remaining useful life and utility of such Equipment before the replacement (assuming such Equipment was, at the time of the replacement, in the condition required by the terms of this Agreement).

With the consent of the Lessor, Lessee, at its own expense, shall install alterations, modifications, additions, and upgrades to any Equipment that is:

- y) required or supplied by the Supplier or manufacturer; or
- z) necessary to comply with applicable law.

Any such alterations or additions shall automatically become the property of the Lessor without any payment obligation of Lessor.

6. RETURN OF EQUIPMENT, CONDITION OF EQUIPMENT UPON RETURN

Lessee shall, at its risk and expense and subject to Section 17, no later than 14 days after the expiration or termination of the Term

- a) deinstall, inspect, and properly pack the Equipment; and
- b) return the Equipment, freight prepaid, to Lessor's facility set out on the first page of this Agreement by delivering the Equipment on board such carrier as Lessor may specify.

Lessee shall cause the Equipment returned for any reason under this Agreement to:

- i) be free and clear of all liens (other than liens of Lessor) and rights of third parties;
- ii) be in the same condition as when delivered to Lessee, ordinary wear and tear excepted;
- iii) have all Lessee's insignia or markings removed or painted over and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas;
- iv) irretrievably erase or cause to be erased any data Lessee may have saved to the Equipment; and
- v) be in compliance with applicable law. For any missing or defective Equipment parts or accessories, Lessee shall pay to Lessor an amount equal to the replacement or repair cost, reasonably estimated by Lessor, of such missing or defective parts or accessories.

7. INSURANCE

During the Term, Lessee, at its own expense, shall provide and maintain in full force and effect:

- a) for the Equipment insurance against loss, theft, and damage ("Property Insurance") in an insured amount of the full replacement value of such Equipment, and
- b) commercial general liability insurance ("Liability Insurance") in an amount no less than \$ 2,000,000.00.

Each of the Property Insurance and the Liability Insurance shall be in a form, and with companies, satisfactory to Lessor, including, without limitation, the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change thereof.

Lessee shall name Lessor (or shall cause Lessor to be named) as "loss payee" and "additional insured" on the Property Insurance and as an "additional insured" on the Liability Insurance, provided, that no liability shall be imposed on Lessor to pay the premiums for any such insurances.

Within six weeks after the delivery of the Equipment, and at any other times Lessor may reasonably request, Lessee shall provide Lessor with a certificate of insurance evidencing the maintenance of the Property Insurance and Liability Insurance. Except where prohibited by law, Lessee shall require its insurer to waive all rights of subrogation against Lessor's insurers and Lessor.

Lessee shall promptly notify Lessor of any claims made under the Property Insurance or the Liability Insurance with respect to or in connection with the Equipment. Lessee shall not settle or withdraw any such claim without Lessor's prior written consent.

In the absence of evidence pursuant to this Section 7 of Lessee's own Property Insurance, Lessor may, but is not obligated to, at its sole option,

- i) obtain Property Insurance through an insurance provider of its choice and pass through to Lessee the cost of any insurance premiums and any other expenses incurred in connection with such Property Insurance, or
- ii) charge Lessee an annual limitation of liability fee of \$500.00 ("Fee"). Payment for the full annual insurance premium for such Property Insurance or the Fee shall be due with the first Monthly Leasing Payment during each year of the Term and, for the first year of the Term, pro rata with the first Monthly Leasing Payment.

8. LIMITATION OF LIABILITY FEE

If Lessor charges the Fee to Lessee, then, subject to the conditions and limitations of this Section, for such year of the Term and as long as Lessee does not have Property Insurance, such Fee eliminates Lessee's liability hereunder for loss of or damage to the Equipment, subject to a \$150.00 deductible in each such case.

Notwithstanding the foregoing,

- i) any such loss or damage, does not release Lessor from any of its other obligations hereunder;
- ii) damage or loss
 - a) to consumables and work equipment;
 - b) of data (machine-readable information) that is not necessary for the basic function of the Equipment involved;
 - c) to Equipment in a vehicle, which is not permanently installed in such vehicle;
 - d) due to normal wear and tear;
 - e) due to intentional or grossly negligent actions or omission of the Lessee;
 - f) due to war, civil disturbances, acts of terrorism, or radiological energy.

In case of Lessee's gross negligence, Lessee shall not be released from its liability hereunder to the extent of its fault and to the extent permitted by Law.

In case of any loss or damage, the Lessee is obligated to provide Lessor without delay the information required by the claim notification form (available at www.grenke.us/downloads). In the event of intentional damage or loss caused by any third party, the Lessor shall file a police report without undue delay. The limitation of liability under this Section does not apply if the Lessee violates any of its obligations under this Section.

The aforementioned fee is subject to local sales tax, unless the Lessee provides the Lessor with a resale certificate or another tax exemption regulation applies.

9. EQUIPMENT SELECTION, INSPECTION OF EQUIPMENT,

DUTY TO REPORT DEFECTS, CONFIRMATION OF DELIVERY
Lessee represents and warrants that it has conducted its own independent investigation, review and analysis of the Supplier and the Equipment. Lessee acknowledges and agrees that,

- i) in making its decision to select Supplier and the Equipment, Lessee has relied solely upon its own investigation; and
- ii) neither Lessor nor any other person on behalf of Lessor has made any representation or warranty as to Supplier or the Equipment.

Lessee shall inspect the Equipment promptly upon delivery thereof by Supplier and upon satisfactory inspection, Lessee shall execute a confirmation of delivery of the Equipment in the form provided by Lessor or Supplier ("**Delivery Confirmation**").

With signing the Delivery Confirmation, Lessee confirms that Lessee has inspected the Equipment, that the delivery is complete, and that the Equipment is free of defects, in full working order and matches any descriptions, which may have been given, and is suitable for all purposes required by Lessee.

10. EXCLUSION OF WARRANTIES

LESSOR MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY:

- A) WARRANTY OF MERCHANTABILITY;
- B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
- C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LESSEE SHALL PROMPTLY ASSERT AGAINST THE MANUFACTURER OR SUPPLIER, AS THE CASE MAY BE, ANY PRODUCT WARRANTY CLAIMS WITH RESPECT TO THE EQUIPMENT.

11. QUIET ENJOYMENT

PROVIDED LESSEE IS NOT IN DEFAULT, LESSOR SHALL NOT INTERFERE WITH LESSEE'S QUIET ENJOYMENT OF THE EQUIPMENT DURING THE TERM.

12. UCC TRUE LEASE, TITLE TO THE EQUIPMENT

The Parties intend that this Agreement constitutes a true lease under the Uniform Commercial Code as in effect in the state of Arizona from time to time ("**UCC**") and not a sale of the Equipment subject to a security interest under Article 9 of the UCC to secure the purchase price of the Equipment.

Lessor has title to the Equipment at all times. Lessee acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement. Lessee shall not pledge or encumber the Equipment in any way.

13. RISK OF LOSS, DAMAGE OR DESTRUCTION, TERMINATION IN CASE OF LOSS

Lessee shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("**Loss**") from the delivery of the Equipment until the Equipment has been returned to Lessor to the destination specified in Section 6.

Lessee shall notify Lessor in writing within 10 days of any such Loss. If Lessor determines that the Loss has materially impaired the Equipment, Lessee shall pay, on Lessor's demand, a "**Loss Payment**", consisting of:

- a) all Rent and other amounts due prior to the date of the Loss with respect to the Equipment; plus
- b) the present value as of the date of the Loss of the remaining Rent payments until the end of the Term ("**Stipulated Loss Value**").

This Agreement terminates with respect to any materially impaired Equipment on receipt by Lessor of the corresponding Loss Payment. Upon such termination, Lessee shall dispose of or return such Equipment according to Lessor's instructions.

Lessee is subrogated to all claims of Lessor, if any, against third parties, for damage to or loss of such Equipment to the extent of the Stipulated Loss Value of such Equipment. If Lessor determines that the Loss has not materially impaired the Equipment,

- y) this Agreement continues with respect to such Equipment as though no Loss had occurred; and
- z) Lessee shall at its expense and risk promptly repair or cause such Equipment to be repaired to a condition acceptable to Lessor.

14. PRECAUTIONARY UCC-1 FINANCING STATEMENT.

Lessee authorizes Lessor to file precautionary UCC financing statements and other similar filings and recordings with respect to the Equipment.

Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by Lessor in connection with the Equipment except:

- i) if Lessor fails to file a corrective or termination statement or release on request from Lessee after the expiration or earlier termination of this Agreement or
- ii) with Lessor's consent.

15. TAX LEASE, TAX BENEFITS

Lessor is entitled to all deductions, credits, and other tax benefits that are provided in the Internal Revenue Code of 1986, as amended, to an owner of property ("**Tax Benefits**"). Lessee shall not take or omit to take any action that results in the disqualification of the Equipment for, or recapture of, all or any portion of the Tax Benefits.

If, as a result of a breach of any representation, warranty, or covenant of Lessee,

- i) Lessor determines that it is not entitled to claim on its Federal income tax return all or any portion of the Tax Benefits;
- ii) any Tax Benefit claimed on Lessor's Federal income tax return is disallowed or adjusted by the Internal Revenue Service; or
- iii) any Tax Benefit is recomputed or recaptured (each, a "**Tax Loss Event**"), then Lessee shall pay, as Lessor's exclusive remedy, to Lessor on demand the amount (the "**Tax Benefit Amount**"), calculated on the date a Tax Loss Event has occurred for any Equipment, as determined by Lessor, of Lessor's net after-tax rate of return on the Equipment that would have been in effect on such date, had Lessor been entitled to use all of the Tax Benefits for the Equipment, minus Lessor's actual net after-tax rate of return with respect to such Equipment.

The Tax Benefit Amount is calculated on the date a Tax Owner Loss Event has occurred for any Equipment.

16. COMPLIANCE WITH LAW

Lessee shall:

- i) comply with all applicable laws, regulations, and ordinances and
- ii) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless Lessor and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or, expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from any claim of a third party or Lessor arising out of or occurring in connection with the Equipment or Lessee’s negligence, willful misconduct, or breach of this Agreement.

Lessee shall not enter into any settlement without Lessor’s or Indemnified Party’s prior written consent.

18. EVENT OF DEFAULT

An “**Event of Default**” occurs if Lessee,

- i) fails to pay any amount when due under this Agreement;
- ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part and fails to remedy the situation within 14 days after the Lessor sent notice to Lessee of such non-performance or non-compliance; or
- iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

If an Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies:

- i) declare this Agreement in default;
- ii) terminate this Agreement;
- iii) take possession of, or render unusable, any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Lessee for any damages occasioned by such action, and no such action shall by itself constitute a termination of this Agreement;
- iv) require Lessee to deliver any Equipment at a location designated by Lessor; for each day that Lessee fails to return any Equipment, Lessor may demand an amount equal to the Rent, prorated on the basis of a thirty-day month, in effect immediately prior to such Event of Default;
- v) proceed by court action to enforce performance by Lessee of this Agreement and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default;

- vi) terminate any other agreement that Lessor may have with Lessee;
- vii) sell any or all of the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others, or keep idle such Equipment, and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor under this Agreement; provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment; or
- viii) exercise any other right or remedy available to Lessor at law or in equity.

19. CONFIDENTIAL INFORMATION

All non-public, confidential, or proprietary information of Lessor, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Lessor to Lessee, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Lessor in writing.

Upon Lessor’s request, Lessee shall promptly return all documents and other materials received from Lessor. Lessor shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is:

- a) in the public domain;
- b) known to Lessee at the time of disclosure; or
- c) rightfully obtained by Lessee on a non-confidential basis from a third party.

20. CONSENT TO PROCESS AND TRANSFER PERSONAL DATA

The Lessee acknowledges and consents, on its behalf and on behalf of those individuals whose Data (as defined below) Lessee chooses to make available to Lessor (collectively, the “**Data Subjects**”), to the collection, use, processing and transfer of Data as described in this Section. The Lessor holds certain personal information about the Data Subjects for the purpose of managing and administering this Agreement (the “**Data**”). The Lessor may transfer Data to any third parties assisting the Lessor in the implementation, administration and management of this Agreement and Lessor’s services. The Lessee, on behalf of the Data Subjects, authorizes the Lessor and any such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing this Agreement and Lessor’s services. The Lessee represents and warrants that:

- i) it has obtained the valid consent of all Data Subjects to share the Data with Lessor prior to Lessee sharing any Data with Lessor, and

- ii) the Data Subjects have properly authorized Lessee to act on their behalf with respect to the matters addressed in this Section.

21. ENTIRE AGREEMENT

This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

22. SURVIVAL

Subject to the limitations and other provisions of this Agreement:

- a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and
- b) Sections 14 and 18 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

23. NOTICES

All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder must be in writing and addressed to the relevant Party at the address set forth in the imprint on the first page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section).

All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid).

Except as otherwise provided in this Agreement, a notice is effective only:

- i) upon receipt by the receiving Party and
- ii) if the Party giving the notice has complied with the requirements of this Section.

24. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. AMENDMENTS

No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

26. WAIVER

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

27. CUMULATIVE REMEDIES

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

Despite the previous sentence, the Parties intend that Lessor's right to the Tax Benefit Amount is Lessor's exclusive remedy for Lessee's breach of any representation or covenant that causes Lessor to suffer a Tax Loss Event under Section 14.

28. ASSIGNMENT, SUCCESSORS AND ASSIGNS

Lessee shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Lessor. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Lessee of any of its obligations hereunder.

Lessor may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Lessee's prior written consent.

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

29. NO THIRD-PARTY BENEFICIARIES

Subject to this Section, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

The Parties hereby designate Lessor's officers, directors, employees, agents, affiliates, successors, and permitted assigns as third-party beneficiaries of Section 16, having the right to enforce Section 16.

30. CHOICE OF LAW AND CHOICE OF FORUM

This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Arizona, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Arizona, in each case located in the City of Phoenix and County of Maricopa, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

31. WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

32. LIMITATION OF LIABILITY

IN NO EVENT SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF

A) WHETHER SUCH DAMAGES WERE FORESEEABLE;
B) WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND
C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LESSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO LESSOR HEREUNDER.

33. FORCE MAJEURE

Lessor shall not be liable or responsible to Lessee, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Lessor including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

34. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

Notwithstanding anything to the contrary in Section 23, a signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

35. HEADINGS

Headings in this Agreement are for convenience of reference only, and are not to be used in any interpretation of the Agreement between the Parties.



PREMIERE COPIER

7442 South Tucson Way Suite #170
Centennial, Colorado 80112
(303) 751-7307 Phone
(303) 751-0635 Fax



SERVICE & SUPPLY CONTRACT

Customer Name: Town Of Wiggins

Address: 304 Central Ave City: Wiggins State: CO Zip: 80654

Phone#: 970-483-6161 Fax#: _____ Email: _____

Commencement Meter: Color: _____ B&W: _____ Total: _____

Serial#: _____ Model: Kyocera 3253ci

TERMS & CONDITIONS

- The Service\Supply Contract fee of \$ 0.00 or price per copy of B&W .01 Color 2/4/6, is for a period of 5.25 years or N/A copies, whichever comes first. This contract includes all labor, supplies as specified, parts & drums. Excludes paper, staples and peripherals (i.e. fax cards, print & net cards)
- Inc Cartridges of toner (all yields based on 6% fill).
- Damage of copier due to negligence is not covered under this agreement.
- Service calls generated by customer not covered as follows (i.e.):
 - Operator errors
 - Equipment unplugged
 - Toner spills
 - Moving equipment (copier **MUST** be setup after move by a Premiere Copier Technician)
 - Any computer or network related calls
 - Same day deliveries of toner
 - Any machine not on a Surge Suppressor rated to protect over 1000 Joules

Billed by Premiere Copier Inc

Payment terms are _____ . By signing this Service/Supply Contract, you have affirmed that you have read and understand the above stated information. Service/Supply contract signed by customer & Premiere Copier Service Manager, or automatically renewed, shall constitute a binding agreement. This agreement is non-transferable.

Customer Signature: _____ Title: _____ Date: _____

Service Manager: _____ Date: _____

See reverse side for additional Terms & Conditions

(Revision: 4/2017)



Premiere Copier

7442 S. Tucson Way-Suite 170

Centennial, CO 80112

(303) 751-7307-Office

Town of Wiggins

Tom,

The new lease will be \$289 a month, we will give you a check in the amount of \$4,000. You will use that money to pay for the new lease. Once the money has been depleted, we will come back in and pay off the rest of the old lease and lower the new lease payments down to the original. Also, the lease term is the same as the old one. I'm also going to be lowering your cost per copy, which will save you money. The new machine is a Kyocera 3253 ci, it is way nicer and newer. It is photo quality B/W and color, it will sort, staple, fax, and a lot more. ~~Id like to do this next week on Tuesday let me know what time works best for you thanks Tom.~~

^{\$159 per month}

We will remove the current copier when we come to complete the setup of the 3253 including adding the document handler/ finisher from the 7052.

- Will you send a new Premiere service agreement listing the per copy charge.
- Can you confirm that the document handler/finisher unit on the current machine will work on the 3253ci.

X _____

Tom

Date: 11/15/2023

Brent Klenin

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 05-2023**

**AN ORDINANCE APPROVING A LEASE AGREEMENT FOR AN OFFICE COPIER
FOR TOWN HALL**

WHEREAS, the Town is authorized by applicable law, including but not limited to C.R.S. § 31-15-801 *et seq.*, to acquire equipment and to enter into leases for the same, which leases may include an option to purchase and acquire title to the leased property; and

WHEREAS, the Board of Trustees has determined that there exists a true and essential need for the purchase of certain equipment for use in the efficient and proper operation of the Wiggins Public Works Department; and

WHEREAS, the Board of Trustees has determined it is in the best interest of the Town and its inhabitants to enter into the lease contemplated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:

Section 1. The Board of Trustees hereby approves a Lease Agreement between the Town and GC Leasing AZ, LLC-Grenke, (the “Lease”) for the lease of one (1) Kyocera 3253ci Copier with, stapler, 3-hole punch and booklet finisher. The lease is shown in Exhibit A. The Board of Trustees also approves the Service and Supply Contract with Premier Copier. The Service and Supply Contract is shown in Exhibit B.

Section 2. The Town Manager and Town Clerk are authorized to execute the Lease, to execute such other documents as are necessary to implement the Lease, and to make payments under the Lease for which funds are legally available, except the Mayor is hereby granted the authority to approve such revisions to said Lease as determined necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease are not altered.

Section 3. The Lease and the Town’s obligations thereunder to make lease payments are hereby designated a “qualified tax-exempt obligation” for the purpose and within the meaning of Section 265(b) of the Internal Revenue Code. The Board of Trustees finds and determines the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the Town does not exceed \$10,000,000.00 for the calendar year within which the Lease is to be a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code.

Section 4. Nothing herein shall be deemed to authorize, or construed to authorize, any multiple-fiscal year direct or indirect obligation whatsoever. The Town’s obligations under the Lease shall be expressly subject to annual appropriation by the Board of Trustees, and such obligations under the Lease shall not constitute a general obligation of the Town or indebtedness within the meaning of the Constitution and laws of the State of Colorado. The Lease does not create

a multiple fiscal year direct or indirect debt or other financial obligation and does not require voter approval in advance under Section 4(b) of Article X, Section 20 of the Colorado Constitution.

Section 5. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED
BY TITLE ONLY, BY THE BOARD OF TRUSTEES OF THE TOWN OF
WIGGINS, COLORADO THIS 13th DAY OF DECEMBER, 2023.**

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

I, Nichole Seiber, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. 05-2023 was introduced, read, adopted and ordered published by title only, at a regular meeting of the Board of Trustees of the Town of Wiggins, Colorado on the 13th day of December, 2023. This Ordinance was published in The Fort Morgan Times on _____, 20203

Dated _____.

EXHIBIT A
Lease Agreement and Service & Supply Contract



STAFF SUMMARY

Board of Trustees Special Meeting Liquor License Authority December 13, 2023

DATE: December 8, 2023

AGENDA ITEM NUMBER: 5

TOPIC: New Liquor License Hearing – Family Dollar Stores of Colorado, LLC

Staff Member Responsible: Nichole Seiber, Town Clerk/Treasurer

BACKGROUND:

Family Dollar Stores of Colorado LLC has submitted a Colorado Beer and License application. The process includes Town staff reviewing the application, making sure all fees have been paid, scheduling a public hearing and the Town Board of Trustees approval of the license acting as the Town's Liquor License Authority.

SUMMARY:

The Town is in receipt of an application dated June 16, 2023 for a Liquor License from Family Dollar Stores of Colorado LLC. The local authority has reviewed the information in the application as thoroughly as possible and the final paperwork for the completed application was received November 29, 2023. Family Dollar Stores of Colorado LLC has paid the appropriate local fees as well as fees for the State of Colorado. Notice of the hearing was published in the Fort Morgan Times and posted at the location of the store within the appropriate time period. A survey of the local neighborhood is required and is being conducted by the applicant. The Police Department has no issues with this applicant related to the liquor license.

FISCAL IMPACT:

This action has no negative impact on the Town's adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town of Wiggins strives to be responsive to business needs and to follow State Statute by processing licensing request as appropriate.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees can approve the application or elect not to approve the application.

MOTION FOR APPROVAL:

I make the motion to approve the liquor license for Family Dollar Stores of Colorado, LLC.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

(Liquor License Actions require affirmative votes from the majority of the Trustees present.)

Colorado Beer and Wine License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
<ul style="list-style-type: none"> • All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor 			
1. Applicant is applying as a/an			
<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	
<input type="checkbox"/> Individual		<input checked="" type="checkbox"/> Limited Liability Company	
		<input type="checkbox"/> Association or Other	
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation			FEIN
Family Dollar Stores of Colorado, LLC			
2a. Trade Name of Establishment (DBA)		State Sales Tax No.	Business Telephone
Family Dollar #33388			970-747-7111
3. Address of Premises (specify exact location of premises)			
700 W. Central Avenue			
City	County	State	ZIP Code
Wiggins	Morgan	CO	80631
4. Mailing Address (Number and Street)		City or Town	State
500 Volvo Parkway, Attn: Alcohol/Tobacco Team, 8th Floor		Chesapeake	VA
5. Email Address			Home Phone Number
ab-licensing@dollartree.com			N/A
6. If the premises currently has a liquor or beer license, you MUST answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date
N/A	N/A	N/A	N/A
Section A Nonrefundable Application Fees		Section B Fermented Malt Beverage License Fees	
<input type="checkbox"/> Application Fee for New License	\$1,100.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City)	\$96.25
<input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review	\$1,200.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County)	\$117.50
<input type="checkbox"/> Application Fee for Transfer	\$1,100.00	<input checked="" type="checkbox"/> Retail Fermented Malt Beverage and Wine (City)	\$96.25
		<input type="checkbox"/> Retail Fermented Malt Beverage and Wine (County)	\$117.50
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City)	\$96.25
		<input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County)	\$117.50
		<input checked="" type="checkbox"/> Master File Location Fee \$25.00 x <u> 1 </u> Total <u> \$25.00 </u>	
		<input type="checkbox"/> Master File Background \$250.00 x _____ Total _____	
Questions? Visit SBG.Colorado.gov/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: SBG.Colorado.gov/Liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Submit originals to local authority <input checked="" type="checkbox"/> E. Additional information required by the local licensing authority
II.	Diagram of the Premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents <input type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) 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. Master File applicants submit results to the State. 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) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
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 Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) <input type="checkbox"/> A. Certificate of Incorporation <input 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 checked="" type="checkbox"/> A. Copy of Articles of Organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

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	No				
	<input type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>				
(c) had interest in another entity that had an alcohol beverage license suspended or revoked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
If you answered yes to 8a, b or c, explain in detail on a separate sheet						
9. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
10. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
11. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
12. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 13.	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
(a) The FMB On/Off is located in a county with a population of > 35,000.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
(b) The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Note - The population is determined from the recently available United States Census Bureau.						
13. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
14. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____						
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:						
Landlord	Tenant	Expires				
Landmark Commercial Real Estate, Inc.	Family Dollar Stores of Colorado, LLC	1/31/48				
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 13.				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram or designate 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".						
15. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.						
Last Name	First Name	Date of Birth	FEIN or SSN	Interest		
N/A	N/A	N/A	N/A	N/A		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest		
N/A	N/A	N/A	N/A	N/A		
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.						
16. Name of Manager(s) for all on premises applicants.						
Last Name	First Name	Date of Birth				
N/A	N/A	N/A				
17. 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"/>

18. 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?

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.?

19. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Family Dollar, Inc.	[REDACTED]	N/A	Stockholder	100
Peter Barnett	[REDACTED]	[REDACTED]	President	0
Roger Dean	[REDACTED]	[REDACTED]	VP/Treasure	0
Harry Spencer	[REDACTED]	[REDACTED]	Asst. Sec.	0

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.


** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Harry Spencer, Assistant Secretary	Date 6/16/23
--	--	-----------------

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

Date application filed with local authority	Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.
---	--

Each person required to file DR 8404-I has been:

Fingerprinted

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

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

(Check One)

Date of Inspection or Anticipated Date _____

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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	Printed Name	Title
Signature (attest)	Printed Name	Title
		Date


Tax Check Authorization, Waiver, and Request to Release Information

I, Harry Spencer am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Family Dollar Stores of Colorado, LLC (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 its 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;">Family Dollar Stores of Colorado, LLC</p>		Social Security Number/Tax Identification Number <p style="text-align: center;">██████████</p>	
Address <p style="text-align: center;">Attn: Alcohol/Tobacco Team (8th Floor) 500 Volvo Pkwy</p>			
City <p style="text-align: center;">Chesapeake</p>		State <p style="text-align: center;">VA</p>	Zip <p style="text-align: center;">23320-1604</p>
Home Phone Number <p style="text-align: center;">N/A</p>		Business/Work Phone Number <p style="text-align: center;">757-321-5493</p>	
Printed name of person signing on behalf of the Applicant/Licensee <p style="text-align: center;">Harry Spencer</p>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <p style="text-align: center;">6/16/23</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).



COLORADO
Department of Revenue
Enforcement Division – Liquor & Tobacco

Physical Address:
1707 Cole Boulevard, Suite 300
Lakewood, CO 80401

Mailing Address:
P.O. Box 173350
Denver, CO 80217-3350

November 20, 2023

Family Dollar Stores of Colorado LLC
500 Volvo PKWY
Attn: 2nd Floor Merchandising
Chesapeake, VA 23320

Re: State Master File for Family Dollar Stores of Colorado LLC
Account # 03-13543

Dear Sir or Madam:

This is to advise you that the Colorado Liquor Enforcement Division has, at your request, revised the "master file" for the above-listed licensee.

As of the date of this letter, our master file includes the following items, which you have submitted:

1. Individual History Records (Form DR 8404-I) for the following persons:

Jonathan elder
Harry Spencer
Peter Barnett

2. Fingerprint cards bearing the names and birth dates of the persons listed in paragraph 1, above. All the fingerprint cards have been submitted by us to the Colorado Bureau of Investigation. The CBI and FBI have checked the prints and reportedly found no record of any criminal history for those listed above.

3. Certificate of Authority or a Certificate of Good Corporate standing from the Colorado Secretary of State which indicates that Family Dollar Stores of Colorado LLC is a limited liability company authorized to do business in Colorado.

When filing a new application for additional licensed locations, you must check with the local licensing authority to determine what documents they may require to process your application. Please feel free to provide them with this letter, as many local authorities will not require you again to submit fingerprint cards to them if you have already submitted such documents to the Division. This letter will serve to inform the local authorities exactly which documents you have already submitted to the State Enforcement Division.

Finally, once the local authority has approved your new license or transfer of ownership application, it must be sent to the Division.

**TOWN OF WIGGINS, COLORADO
NOTICE OF HEARING**

Notice is hereby given that the Local Licensing Authority of the Town of Wiggins will hold a hearing at 7:00 p.m. on Wednesday, December 13, 2023, at Wiggins Town Hall, 304 Central Avenue, Wiggins, Colorado 80654. The purpose of the hearing will be to consider a Fermented Malt Beverage liquor license for Family Dollar Stores of Colorado, LLC located at 700 W Central Avenue, Wiggins, Colorado. The officers and owners of Family Dollar Stores of Colorado, LLC are Family Dollar, Inc., 500 Volvo Pkwy., Chesapeake, VA; Peter Barnett, 329 Cavalier Dr., Virginia Beach, VA; Roger Dean, 2904 Ryan Ct., Virginia Beach, VA; and Harry Spencer, 509 Woodards Ford Rd., Chesapeake, VA.

Any person may appear at the hearing and be heard regarding the matter under consideration. Copies of the application are on file and available for public inspection in the office of the Town Clerk, 304 Central Avenue, Wiggins, Colorado 80654, during regular business hours.

Dated the 30th day of November 2023.

LOCAL LICENSING AUTHORITY,
TOWN OF WIGGINS

Nichole Seiber, Town Clerk



December 3, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar, Inc., duly authorize the employees, attorneys, and agents of Decisions Consulting to act on behalf of Family Dollar, Inc., and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications, or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting
ATTN: Drina Miller
1100 Circle 75 Parkway, Suite 210
Atlanta, Georgia 30339
dmiller@decisions-consulting.com

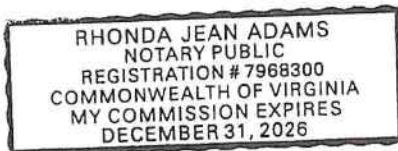
Additional authorized individuals are Rob Hosack, James Balli, Jonathan Crumly, Kelly Houston, Ashley Googer and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or swesselh@dollartree.com. Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer
Assistant Secretary, Family Dollar, Inc.

Before me, HARRY R SPENCER on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5TH day of DECEMBER, 2022.



Notary Public

My Commission expires: 12/31/2026

**LIST OF OFFICERS & DIRECTORS
FOR
FAMILY DOLLAR, INC.**

<u>Officer</u>	<u>Title</u>
Peter Barnett	President
Todd Littler	Senior Vice President
Roger Dean	Vice President and Treasurer
Jonathan Elder	Vice President – Tax
John S. Mitchell, Jr.....	Vice President and Secretary
Harry R. Spencer	Assistant Secretary

Directors

Peter Barnett
Roger Dean

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
FAMILY DOLLAR STORES OF COLORADO, LLC

This AMENDED AND RESTATED OPERATING AGREEMENT (this “**Agreement**”) of FAMILY DOLLAR STORES OF COLORADO, LLC, a Virginia limited liability company (the “**Company**”), is made effective as of January 1, 2022, by Family Dollar, Inc., a North Carolina corporation, its sole member (the “**Member**”).

1. Background and Formation of the Company. The Company was formed as a limited liability company under the Virginia Limited Liability Company Act, as it may be amended from time to time (the “**Act**”), pursuant to the articles of entity conversion including articles of organization (collectively, the “**Articles**”), which were filed with the Virginia State Corporation Commission of the Commonwealth of Virginia effective March 13, 2017. The Company has been operating pursuant to the Operating Agreement of the Company, dated as of March 13, 2017, as amended from time to time (the “**Existing Agreement**”). The Member now amends and restates the Existing Agreement in its entirety pursuant to this Agreement.

2. Name of the Company. The name of the Company stated in the Articles and the limited liability company governed by this Agreement is “Family Dollar Stores of Colorado, LLC” or such other name as the Manager may from time to time hereafter designate.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. Principal Place of Business; Registered Agent and Registered Office.

(a) The principal office of the Company shall be 500 Volvo Parkway, Chesapeake, VA, 23320, or such other place as the Manager may determine from time to time. Any such additional offices as the Manager may determine to establish shall be located at such place or places inside or outside the Commonwealth of Virginia as the Manager may designate from time to time.

(b) The name of the Company’s registered agent and address of the Company’s registered office in the Commonwealth of Virginia shall be Corporation Service Company, 100 Shockoe Slip Fl 2, Richmond, VA, 23219. The registered agent and registered

office may be changed from time to time by filing the name of the new registered agent and/or the address of the new registered office with the appropriate authority as required by applicable law.

5. Membership Interests. The Member shall own 100% of the membership interests in the Company (the “**Membership Interests**”) as set forth on Schedule I.

6. Capital Contributions. The capital contribution of the Member to the Company, if any, shall be on file with the Company. The Member shall not be obligated to make any capital contributions to the Company but may, in its sole discretion, make capital contributions to the Company from time to time.

7. Distributions. Distributions shall be made at such times and in such amounts as determined by the Manager.

8. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated to the Member.

9. Management of the Company.

(a) The Member shall not participate in the business affairs of the Company, transact any business on behalf of the Company or have any power or authority to bind or obligate the Company; provided, however, the following matters shall require the approval of the Member:

(i) A sale, exchange or other disposition of all, or substantially all, of the Company’s assets which is to occur as part of a single transaction or plan;

(ii) A merger with any other business; or

(iii) The dissolution or liquidation of the Company.

(b) Subject to Section 9(a), management of the Company shall be vested exclusively in a single manager (the “**Manager**”), who may also be called the President, initially the person set forth on the signature page hereto. The Member shall have the right to appoint and remove the Manager and any replacement Manager following a Manager’s death, resignation or removal.

(c) Subject to the delegation of rights and powers provided for herein, the Manager shall have the sole right to manage the business of the Company and shall have all powers and rights necessary, appropriate or advisable to carry out the purposes and business of the Company.

(d) The Manager shall have sole discretion regarding the appointment, quantity, titles, duties, power and removal of any officers or agents of the Company.

(e) Without limiting the foregoing, the Manager (and any officer, employee or agent appointed by him as a primary officer, employee or agent) shall have any and all authority

with respect to alcohol and business licensing matters and any other governmental permitting or regulatory requirement.

(f) By execution of this Agreement, the Member and the Manager ratify and confirm the Articles and the action of the organizer of the Company, as an authorized agent, in connection with the filing of the Articles with the Virginia State Corporation Commission of the Commonwealth of Virginia. This authorization terminated on the filing of the Articles.

10. Limitations on Authority. The authority of the Manager over the conduct of the business and affairs of the Company shall be subject only to such limitations as are expressly stated in this Agreement or in the Act.

11. Administrative Matters.

(a) The Member is the sole member of the Company. Accordingly, for U.S. federal income tax purposes, the Company shall be disregarded as an entity separate from the Member, and the assets and liabilities and all items of income, gain, loss and deduction shall be treated as the assets and liabilities and items of income, gain, loss and deduction of the Member.

(b) The fiscal year of the Company shall be the same as the fiscal year of the Member.

(c) The Member's Membership Interest shall be uncertificated.

12. Indemnification. The Company shall, to the fullest extent authorized by the Act, indemnify and hold harmless the Member, the Manager and each officer, agent and employee of the Company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a Member, Manager, officer, agent or employee of the Company.

13. Dissolution.

(a) Subject to the provisions of Section 13(b), the Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

(i) the written consent of the Member to such effect; or

(ii) any event requiring dissolution under the Act.

(b) Upon dissolution of the Company, the Manager shall promptly wind up the affairs of the Company in accordance with the Act and any other applicable law. Following the winding up of the Company, the Manager shall be responsible for filing, if necessary, a certificate of cancellation with the Virginia State Corporation Commission, together with any other documents required to terminate the Company and its legal existence. The Company shall engage in no further business except as may be necessary, in the reasonable discretion of the Manager, to preserve the value of the Company's assets during the period of dissolution and liquidation.

14. Consents. Any action that may be taken by the Member or the Manager at a meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Member or the Manager, as applicable, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which the Member or Manager, as applicable, was entitled to vote thereon and was present and voted.

15. Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms.

16. Amendments. Except as otherwise provided in this Agreement or in the Act, this Agreement may be amended only by the written consent of the Member to such effect.

17. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Virginia.

18. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, executors, administrators, legal representatives, heirs and legal assigns and shall inure to the benefit of the parties hereto and, except as otherwise provided herein, their respective successors, executors, administrators, legal representatives, heirs and legal assigns.


19. No Benefit of Creditors. The provisions of this Agreement are intended only for the regulation of relations among Members and between Members and former or prospective Members and the Company. This Agreement is not intended for the benefit of non-Member creditors and no rights are granted to non-Member creditors under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

MEMBER:

FAMILY DOLLAR, INC.

By: 
Name: Peter Barnett
Title: President

MANAGER:


Peter Barnett

SCHEDULE I

<u>Member</u>	<u>Membership Interest</u>
Family Dollar, Inc.	100%

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,

Family Dollar Stores of Colorado, LLC

is an entity formed or registered under the law of Virginia, 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 19871757384.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/28/2022 that have been posted, and by documents delivered to this office
electronically through 03/29/2022 @ 15:35:58.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/29/2022 @ 15:35:58 in accordance with applicable law.
This certificate is assigned Confirmation Number 13906082.



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."

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE CITY
COLORADO WIGGINS

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
[REDACTED]	1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Nov	21	22	2023

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: 700 W CENTRAL AVE WIGGINS CO 80654

**THIS LICENSE IS NOT
TRANSFERABLE**



FAMILY DOLLAR STORES OF COLORADO
ATTN: SALE TAX DEPT
500 VOLVO PKWY FL 6
CHESAPEAKE VA 23320-1604

Executive Director
Department of Revenue

▲ Detach Here ▲
IMPORTANT INFORMATION

Letter Id: L1259288592

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to Colorado.gov/RevenueOnline to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant.

If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



STATE OF COLORADO

LEASE AGREEMENT

COUNTY OF MORGAN

THIS LEASE AGREEMENT ("Lease") is made and entered into this 10th day of March, 2022 (the "Effective Date"), by and between LANDMARK COMMERCIAL REAL ESTATE, INC., a Kansas corporation ("Landlord"), and FAMILY DOLLAR STORES OF COLORADO, LLC, a Virginia limited liability company ("Tenant").

WITNESSETH:

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord the property, building and other improvements described below that are situated on the southwest corner of Central Avenue and Granite Street in the City of Wiggins, County of Morgan, State of Colorado. The property fronts approximately 425 feet on Central Avenue and extends approximately 140 feet along Granite Street as shown on Exhibit A - Site Plan. Landlord will construct a building that contains approximately 10,500 (roughly 92' x 114') square feet and the paved, marked, lighted parking, service and access areas shown on Exhibit A - Site Plan. The property, building and other improvements are the "Demised Premises."

Tenant will have and hold the Demised Premises together with all appurtenances, rights, privileges and easements belonging or appertaining to the Demised Premises, for an initial term commencing as set forth in Paragraph 5 and ending on the last day of the month containing the tenth anniversary of the Rent Commencement Date, as hereinafter defined.

1. RENT. Tenant will pay to Landlord fixed rent as set forth in the table in Paragraph 6 below, payable on or before the first day of each month beginning on the Rent Commencement Date as set forth in Paragraph 5, without demand, notice or setoff except as specifically provided in this Lease. Tenant will not be deemed late in making a fixed rent payment unless Landlord does not receive the payment on or before the tenth day of the month. In the event that Tenant fails to make its fixed rent payment by the tenth day of the month more than two times in any 12 month period, and Tenant promptly received notice of each late payment from Landlord, then any subsequent late payment of fixed rent, until Tenant has made its fixed rent payments on a timely basis for a 12 consecutive month period, will incur a late payment charge equal to four percent (4%) of the payment amount.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this Lease for the full initial term and all extensions; that as of the date Landlord delivers the Demised Premises to Tenant, Landlord will be lawfully seized of the entire property identified on the first page of this Lease as the Demised Premises and have good title thereto; that the Demised Premises are free and clear of all encumbrances that could adversely affect Tenant's rights under this Lease and is free and clear of all mortgages and liens but Landlord

may place a first mortgage or deed of trust on the Demised Premises so long as Tenant is provided a non-disturbance agreement that is consistent with Paragraph 21 of this Lease; that when construction is completed, the Demised Premises will comply with all health, safety and environmental laws, ordinances and regulations and building codes and that there are no laws, ordinances, government requirements or regulations or title restrictions or moratoriums or zoning or other matters that will restrict Tenant's rights under this Lease or limit or prevent the Demised Premises from being used for the retail sale of merchandise typically sold by variety stores, discount stores, dollar stores or variety discount stores; and that there are no restrictive covenants that limit the types of products that may be sold from the Demised Premises.

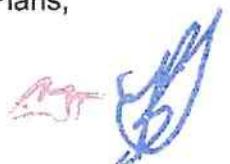
3. USE OF PREMISES. Landlord agrees that the Demised Premises may be used for the conduct of a variety store, discount store, dollar store or variety discount store (the "Permitted Use").

Tenant covenants that the Demised Premises will not be used as a skating rink, bingo parlor, pool hall or other game room, dance hall, night club, lounge, tavern, bar, restaurant or other establishment selling or serving alcoholic beverages, a store or other business selling, renting or displaying "x-rated" or "adults only" books, tapes, films, magazines or such other similar merchandise, massage parlor, any establishment featuring "adults only" or "x-rated" entertainment, flea market, pawn shop, second hand store or facility for the sale of used cars or the repair of cars or boats.

Tenant will not be obligated to continuously occupy or operate a business on the Demised Premises. Whether or not Tenant is occupying or conducting business on the Demised Premises, Tenant will be responsible for paying the rent and other sums due Landlord under this Lease and for performing Tenant's other obligations subject to and in accordance with the provisions of this Lease. In the event that no business is conducted on the Demised Premises for six consecutive months for reasons other than strikes, lock-outs, labor troubles, failure of power or other utilities, fire or other casualty, restrictive governmental laws or regulations, riots, insurrection, war or other reason not the fault of Tenant or for any cause beyond Tenant's reasonable control or for remodeling or renovations, then Landlord will have the option, to be exercised if ever within 30 days after the expiration of said six month period, to terminate this Lease upon 30 days prior written notice to Tenant, provided that if a business is again conducted on the Demised Premises before the expiration of 30 days after Tenant receives such notice, then Landlord's termination notice will be void and this Lease will continue.

4. CONSTRUCTION OF PREMISES.

A. DESIGN REQUIREMENTS. Landlord will, at Landlord's expense, construct for Tenant a retail store building that contains 10,500 square feet of ground floor space, along with the paved, marked, lighted parking, service and access areas as shown on the Site Plan. Landlord will construct the building in accordance with Tenant's prototype plans and specifications as referenced on Exhibit C – Construction Criteria attached hereto (the "Prototype Plans"). Landlord will create a complete set of civil and architectural plans and specifications that incorporate the design of the Prototype Plans,



that are specific to the site characteristics of the Demised Premises, and that satisfy the requirements of applicable laws, including without limitation, state and local building codes ("Landlord's Plans"). Landlord will develop the Demised Premises so that the Demised Premises will have direct access to the public streets as shown on the Site Plan. Unless restricted access is clearly shown on Exhibit A – Site Plan, all driveway connections will be full access allowing left and right turns into and out of the Demised Premises. Landlord will obtain all necessary driveway and curb cut permits to construct the driveway connections.

The intent of this Lease is that the only differences between the Prototype Plans and Landlord's Plans will be changes that are required due to the characteristics of the site and applicable laws. Landlord will submit Landlord's Plans to Tenant's Design Department for review and approval. Every deviation from the Prototype Plans that Tenant approves will be specifically initialed next to that deviation by Tenant's plan reviewer. All deviations from Tenant's Prototype Plans that are not initialed by Tenant's plan reviewer are rejected by Tenant. To facilitate Tenant's review, Landlord may provide a list of deviations to Tenant, but Landlord is not required to do this. If directed to do so by Tenant's plan reviewer, Landlord will revise and resubmit Landlord's Plans to Tenant. Tenant's Store Design Department will designate its approval by stamping "APPROVED" on Landlord's Plans, and plans so designated will be the "Approved Plans." Any changes to the Approved Plans must be approved in writing by a Vice President of Tenant.

Landlord will erect and complete the building and all improvements to the Demised Premises in accordance with the Approved Plans. Tenant may reject any work that was (i) not approved by Tenant on Landlord's Plans, and (ii) is not consistent with Tenant's Prototype Plans. Landlord will have full responsibility for ensuring that the Approved Plans comply with all applicable codes, ordinances and governmental requirements. In particular, Landlord will ensure that the Demised Premises and all parking, service and access areas will be designed and constructed in accordance with the Standards for Accessible Design for new construction included in Appendix A to the Title III implementing regulations of the Americans with Disabilities Act of 1990, as amended (the "ADA"). Upon completion of construction, Landlord (either on its own or through its architect, engineer or contractor) will certify that the Demised Premises and the parking, service and access areas meet the standards by signing and sending to Tenant a certification in the form attached to this Lease as Exhibit B – ADA Certification (the "ADA Certification"). If Landlord fails to comply with the terms of this Paragraph, then Tenant will not be obligated to accept possession of the Demised Premises.

B. CONSTRUCTION SCHEDULING. Landlord will complete construction and deliver the Demised Premises to Tenant on or before November 1, 2022 (the "Delivery Date"). If Landlord fails to deliver the Demised Premises to Tenant by the Delivery Date, as may be extended due to Force Majeure, then for each day after the Delivery Date that construction is not complete, until the date Landlord actually delivers the Demised Premises to Tenant with all of the building and all improvements to the Demised Premises in accordance with the Approved Plans fully completed, Tenant will



be entitled to recover from Landlord liquidated damages in the amount of \$1,000 per day ("Per Diem Liquidated Damages").

Subject to the Blackout Period, during which Landlord shall not have the right to deliver the Demised Premises, Landlord shall have the one time right to adjust the original Delivery Date to an earlier date. In the event Landlord desires to deliver the Demised Premises prior to the Delivery Date, Landlord shall provide Tenant with written notice specifying the proposed advanced Delivery Date no less than sixty (60) days prior to the proposed Delivery Date, and in such event the Delivery Date shall be advanced as proposed by Landlord and Landlord shall be obligated to deliver the Demised Premises on such advanced date with all of the building and all improvements to the Demised Premises in accordance with the Approved Plans fully completed.

Landlord agrees that the Per Diem Liquidated Damages are reasonable to compensate Tenant for its actual losses and damages arising from delayed completion of construction and delivery of the Demised Premises to Tenant, and that it is not possible to calculate Tenant's exact losses and costs. If Landlord does not deliver the Demised Premises to Tenant with construction fully completed within 60 days after the Delivery Date, as may be extended due to Force Majeure, then Tenant will have the right to terminate this Lease. If Tenant does not terminate this Lease, Per Diem Liquidated Damages will continue to accrue.

5. COMPLETION OF CONSTRUCTION, DELIVERY TO TENANT AND COMMENCEMENT OF TERM AND RENT. After Landlord notifies Tenant in writing that construction is complete, Tenant's construction representative will visit the Demised Premises to perform a final inspection and generate a punch list. Landlord will correct and complete all punch list items within 30 days after the punch list is provided to Landlord. Tenant may, without additional notice to Landlord, proceed to correct or complete any punch list items that remain uncorrected or uncompleted after the 30 day period and deduct the cost of correcting and completing the punch list items from rent. Tenant will not be required to accept delivery of the Demised Premises during the period August 1 through October 31 of any year. The term will begin on the date Tenant accepts delivery of the Demised Premises. The fixed rent will begin to accrue on the earlier of (i) 90 days after Landlord completes all construction and delivers the Demised Premises to Tenant, or (ii) the date Tenant opens for business (the "Rent Commencement Date").

6. TERM EXTENSIONS. The term of this Lease will be automatically extended one period at a time for five (5) successive periods ("extended terms") of five years each unless Tenant gives written notice to Landlord canceling the next extended term at least one hundred eighty (180) days before the extended term is scheduled to begin. If Tenant gives such notice, then this Lease will expire the day before the extended term is scheduled to begin.

All of the terms, covenants and conditions of this Lease will apply to each extended term except the amount of rent will be as set forth below:

YEARS	\$ P/S/F ANNUALLY	FIXED RENT
1-10	\$12.32	\$10,780.00/month (\$129,360.00/annum)
11-15	\$12.82	\$11,217.50/month (\$134,610.00/annum)
16-20	\$13.32	\$11,655.00/month (\$139,860.00/annum)
21-25	\$13.82	\$12,092.50/month (\$145,110.00/annum)
26-30	\$14.32	\$12,530.00/month (\$150,360.00/annum)
31-35	\$14.82	\$12,967.50/month (\$155,610.00/annum)

For all purposes under this Lease, the phrases "the term of this Lease" and "lease term" will mean the initial term and any extended term that comes into effect.

7. ALTERATIONS BY TENANT. Tenant will have the right at all times after the date of this Lease to make, at its own expense, any changes, improvements, alterations and additions to the Demised Premises that Tenant desires, except that Tenant will not make any structural or exterior alterations or improvements without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Any alterations and improvements made by Tenant will be done in a good and workmanlike manner and in accordance with applicable code requirements.

Tenant agrees to pay promptly when due all charges for labor and materials in connection with any work done by Tenant to the Demised Premises so that the Demised Premises will not be subject to liens resulting from such labor and materials. Tenant acknowledges that it has no right of any nature to encumber Landlord's interest in the Demised Premises and acknowledges that Landlord will have the right to post notices of non-responsibility within the Demised Premises during any periods of Tenant construction. If any mechanic's or other lien is filed against the Demised Premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, then Tenant will cause the lien to be canceled and discharged of record by payment or bond within 60 days after Tenant receives written notice of the lien from Landlord or within thirty (30) days after Landlord enters into good faith negotiations with a lender for the refinancing of the Demised Premises or a bona fide purchaser for the sale of the Demised Premises, whichever is earlier. If Tenant fails to make commercially reasonable efforts to cancel or discharge the lien within the applicable timeframe, Landlord may file a bond or other security on Tenant's behalf (without inquiry into the validity of the claim underlying the lien), and Tenant will not be in default but will

be liable to Landlord for reasonable attorneys' fees, bond costs and Landlord's out-of-pocket expenses. Tenant will defend on Landlord's behalf, at Tenant's sole cost and expense, any action, suit or proceeding for the enforcement of any such lien, and Tenant will pay any damages and satisfy and discharge any judgment entered thereon.

8. FIXTURES. Tenant has the right to install on the Demised Premises any fixtures and equipment Tenant desires for the operation of its business. Tenant will, on termination of this Lease, and may at any time during the lease term, remove from the Demised Premises all shelving, fixtures and equipment that Tenant installed. Tenant will repair any damage to the Demised Premises caused by Tenant's removal of its shelving, fixtures and equipment.

Tenant agrees that all of Tenant's personal property of every kind or description which may at any time be in the Demised Premises will be at the Tenant's sole risk unless damage thereto is a result of Landlord's failure to perform a covenant or to maintain an area within Landlord's area of maintenance control under this Lease.

9. UTILITIES. Utilities means water, sanitary sewer service, natural gas (if available) and electrical service with 3 phase, 400 amp capacity ("Utilities"). Landlord will ensure that the Utilities are properly connected to the Demised Premises, supplied directly by the utility providers and separately metered (no submeters). Landlord will be responsible for paying any utility charges that accrued prior to the date Tenant accepts delivery of the Demised Premises. Tenant will pay directly to the utility providers all deposits required to initiate service and all charges for all Utilities used by Tenant on the Demised Premises. Except to the extent specifically stated in this Lease, Tenant will have no obligation to pay to Landlord any charges or fees billed to Landlord by any utility provider, except as specifically stated in this Lease. Landlord will not be liable in damages or otherwise for any interruption or failure in the supply of any Utilities to the Demised Premises, provided such interruption or failure has been outside of the control of Landlord or anyone acting for or on behalf of Landlord. However, in the event Tenant is unable to conduct business in the Demised Premises for longer than forty-eight hours due to an interruption in utility service caused by Landlord, the rent will abate until utility service is restored.

10. DAMAGE AND DESTRUCTION. If the building or the parking, service or access areas on the Demised Premises are damaged or destroyed by fire or other casualty, then Landlord will promptly, at Landlord's expense, remove all debris and repair, restore or rebuild the Demised Premises so that they will be substantially the same as they were immediately prior to the damage or destruction. Landlord's obligation will include performing all work necessary to cause the Demised Premises to comply with then currently applicable building and fire codes. Rents and other charges will cease and abate on the date of the damage or destruction in proportion to the area of the building on the Demised Premises rendered unusable and any rent paid in advance by Tenant will be refunded to Tenant. Rents and other charges will begin to re-accrue upon the earlier of (i) the 30th day after Landlord completes the repair, restoration or rebuilding of the Demised Premises and tenders possession to Tenant, or (ii) the date Tenant reopens for business in the Demised Premises. If Landlord does



not complete the repair, restoration or rebuilding of the Demised Premises within 180 days after the date the damage occurred, then Tenant may, at its option, terminate this Lease.

Notwithstanding the foregoing, if the Demised Premises are so extensively damaged as to require rebuilding and the damage occurs during the last year of the initial term of this Lease or the last year of any extended term, then prior to Landlord's commencement of rebuilding, Landlord may request in writing that Tenant agree to waive its right to cancel this Lease at the end of the then current term so that there will be at least five full calendar years remaining on the lease term. If Tenant refuses to agree to waive its right to cancel this Lease, or if the damage occurs during the last year of the final extended term, then Landlord will not be obligated to rebuild the Demised Premises, and if Landlord elects not to rebuild, then either Landlord or Tenant may terminate this Lease by giving written notice to the other party.

Notwithstanding the foregoing, provided Landlord has kept the Demised Premises insured as required by Paragraph 11 and Landlord has complied with the terms and conditions of its insurance policy, Landlord's obligation to restore or rebuild will be subject to the insurer's payment of the insurance proceeds. Landlord will use its best efforts to obtain the insurance proceeds necessary for restoring or rebuilding. If, however, Landlord is unable to obtain such insurance proceeds, then Landlord will not be obligated to restore or rebuild the Demised Premises; provided, however, that if Landlord is not obligated to restore or rebuild the Demised Premises under the foregoing conditions, then Tenant, at its option, may elect to (i) restore or rebuild the Demised Premises and in doing so Tenant may reduce the size of the Demised Premises, or (ii) terminate this Lease, in which case this Lease will end effective on the date of the casualty and any rent paid by Tenant applicable to the period after the casualty will be promptly refunded to Tenant. In the event that Tenant so elects to restore or rebuild all or any portion of the Demised Premises, Landlord promptly will pay over to Tenant any insurance proceeds received by Landlord in connection with the Demised Premises before or after Tenant commences restoring or rebuilding.

11. INSURANCE AND INDEMNITY. (a) Landlord will obtain and keep in force a commercial property insurance policy covering the Demised Premises for their full replacement cost against loss or damage by perils covered by "Causes of Loss – Special Form" Insurance (Commercial Property Coverage Form ISO CP 10 30), or its equivalent. Landlord's policy shall contain an ordinance and law endorsement and will provide debris removal coverage.

(b) Tenant will, at Tenant's option, obtain and keep in force commercial property insurance covering Tenant's personal property on the Demised Premises for its full replacement cost against loss or damage by perils covered by Causes of Loss – Special Form Insurance (Commercial Property Coverage Form ISO CP 10 30) or its equivalent, or Tenant will assume the risk of loss of its personal property caused by such perils. Tenant will obtain and keep in force a commercial general liability insurance policy with limits of not less than \$2,000,000 for each occurrence and \$4,000,000 general aggregate insuring Tenant against liability for bodily injury, death and property damage



with respect to occurrences on the Demised Premises. The liability insurance carried by Tenant may be provided by a primary policy or a combination of primary and excess or umbrella policies, and will be subject to such deductibles or self-insured retentions as Tenant elects in its sole discretion. Landlord will be named as an additional insured under Tenant's liability coverages, but only for claims against Landlord arising out of the acts or omissions of Tenant, or arising out of the manner of Tenant's use of the Demised Premises.

(c) Landlord's and Tenant's insurance policies and coverages must be issued by financially responsible insurers that are duly authorized to do business in the state where the Demised Premises are located. Upon written request, Landlord and Tenant will each provide to the other a certificate of insurance from each liability insurer. The certificates of insurance will evidence the required coverages and name Landlord or Tenant, as applicable, as a certificate holder and additional insured.

(d) Beginning on the Rent Commencement Date, Tenant will make estimated monthly payments on account to Landlord along with the fixed minimum rent for the insurance Landlord is required to carry by subparagraph (a) of this Paragraph. All premiums will be reasonable and at competitive rates. Tenant's estimated monthly payments will be \$341.25 for the first calendar year after the Rent Commencement Date. Landlord estimates in good faith that for the first insurance policy period of 12 full consecutive months beginning after the commencement of the term of this Lease, Tenant's reimbursement to Landlord will not exceed \$4,095.00.

Landlord will furnish to Tenant a copy of the premium and the paid invoice annually, and Tenant then will either (a) remit to Landlord within 30 days any underpayment of estimated monthly payments for the calendar year or (b) take a credit against rent for any overpayment of monthly payments for the calendar year.

(e) Subject to Paragraph 20, MUTUAL WAIVER (which pertains to first party real or personal property losses), from and after the date possession of the Demised Premises is delivered to Tenant, and thereafter during the term of this Lease, Tenant will defend, indemnify and save Landlord harmless from any claim, liability, loss, cost or expense (including reasonable attorneys' fees and litigation expenses) on account of any injury or death to any third person, or damage to any third person's property, occurring in the Demised Premises, or arising out of Tenant's failure to perform its obligations under this Lease, provided that the injury, death, or property damage was not caused or contributed to by the negligent or intentional acts or omissions of Landlord or its agents or employees. The obligations of Tenant set forth in this Paragraph will survive the expiration or termination of this Lease until they are fully satisfied.

12. MAINTENANCE AND REPAIRS. Landlord will remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this Lease provided Tenant notifies Landlord of the defect within 12 months after the Rent Commencement Date. Except for any obligation Tenant has by the terms of this Lease specifically agreed to be responsible for, Landlord will maintain and keep in good

repair and replace when necessary all exterior portions of the building constituting part of the Demised Premises, including the roof, exterior walls, gutters, downspouts, and also all structural portions of the building whether interior or exterior. Landlord will make all repairs and replacements to any portion of the Demised Premises where the damage or loss is caused by casualties or perils insurable under the insurance that Landlord is required to carry pursuant to Paragraph 11(a). Landlord will not be responsible for watering the landscaping. Landlord will also be responsible for making all repairs made necessary by the settling of the building constituting a part of the Demised Premises, all repairs to the interior of the building made necessary by Landlord's failure to maintain the exterior of the building, all repairs to the fire sprinkler system, if any, and all repairs to exterior (including under slab) plumbing and electrical lines. Landlord will keep the parking, service and access areas (and other exterior areas, if any) maintained and in a good state of repair and properly lighted; provided, however, that Landlord will not be responsible for the removal of snow, ice, trash, weeds and debris. Tenant will maintain and repair all interior, non-structural portions of the building, except for repairs Landlord is required to make. In addition, Tenant shall be responsible for: (i) the installation, maintenance, repair and replacement of any canopy or awning on the Demised Premises, and (ii) the maintenance, repair and replacement of all doors, door closures and glass in windows and doors located on the Demised Premises.

Tenant will be responsible for maintaining the existing landscaping including mowing and watering of the same; snow plowing, removing trash and debris from the parking area and landscaped areas; restriping the parking area and repairing parking area lights. Tenant will be responsible for asphalt and concrete repairs until the aggregate costs equal \$1,000.00 in any calendar year. Landlord will promptly reimburse Tenant for any costs incurred by Tenant in excess of \$1,000.00, and Landlord will have full responsibility for making, at Landlord's expense, any and all concrete and asphalt repairs for the remainder of such calendar year. For the purpose of determining the responsible party, any repair expense will be attributed to the calendar year in which the repair is made.

Except for damage or losses caused by casualties or perils insurable under the insurance that Landlord is required to carry per Paragraph 11(a), Tenant will keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair, but Tenant will not be required to replace any major components of the heating and air conditioning systems, including but not limited to, any compressor, condenser, coils, controls, motor or heat exchanger, during the last two years of the lease term. Tenant's election not to replace a major component will impose no obligation on Landlord to do so, it being agreed that except for damage or losses caused by casualties or perils insurable under the insurance that Landlord is required to carry per Paragraph 11(a), Landlord will have no obligation to make any repairs to the heating and air conditioning systems.

Neither Landlord nor Tenant will be responsible for repairs or replacements that are the direct result of the negligence of the other party (specifically including the repeated destruction of curbs by Tenant's eighteen-wheel tractor-trailer trucks) unless the repairs or replacements are covered by insurance or required by this Lease to be



covered by insurance; provided, if the party charged with negligence disputes that it negligently caused the condition needing the repair or replacement, then the party responsible for making the repair or replacement in the absence of the other party's negligence will make the repair or replacement, but will have the right to recover the reasonable costs of the repair or replacement from the negligent party unless the loss is covered or required to be covered by insurance.

13. TAXES. Landlord will timely pay all taxes, assessments and other charges that may be levied, assessed or charged against the Demised Premises, and Landlord will make all payments required to be made under the terms of any mortgage or deed of trust that is now or later becomes a lien on the Demised Premises.

Tenant will timely pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Provided that the Demised Premises are a separately assessed tax parcel, then beginning on the Rent Commencement Date, Tenant will reimburse Landlord for real estate taxes on the Demised Premises. Tenant will not be obligated to pay any portion of any tax bill sent to Tenant that includes any real estate taxes, assessments or other charges for any other properties. For the first year after Tenant opens for business, Tenant's reimbursement to Landlord will not exceed \$10,500.00. The amount of the real estate taxes to be reimbursed by Tenant will be reduced on a per diem basis for partial calendar years.

Commencing with the first full fixed minimum rent payment, Tenant will make payments on account to Landlord along with the fixed minimum rent. Beginning with the first calendar year, Landlord will furnish to Tenant a detailed statement annually within ninety (90) days after the end of each calendar year or partial calendar year setting forth the actual amount of the real estate taxes set forth above along with copies of the tax bills for taxes included on the statement and evidence that the bills have been paid by Landlord, and any other information Tenant may reasonably require. If the amount paid by Tenant monthly on account is less than the actual real estate taxes (except in the first calendar year), Tenant will pay the difference within forty-five (45) days after receiving Landlord's statement and related documentation. If the amount paid by Tenant monthly on account is greater than the actual real estate taxes, then such overpayment will be refunded along with the statement. The monthly amount to be paid by Tenant will be adjusted annually to one-twelfth of the actual taxes for the previous calendar year. If Landlord fails to send the annual statement of Landlord's actual real estate taxes within the ninety (90) day period, then Tenant will have the right to cease making the monthly real estate payments to Landlord. Landlord's failure to send the annual statement will give Tenant the right to defer payment until the statement is received, but will not release Tenant from the obligation to pay the real estate taxes including any deferred payments after Tenant receives the required documentation from Landlord

After receiving notification of any planned increase in the assessed value of the Demised Premises, Landlord agrees to notify Tenant in writing at least 30 days before the last day to contest the increase at the lowest level administrative proceeding.



Tenant will have the right to contest, by appropriate proceedings in Landlord's or Tenant's name, the validity or amount of the increase. Landlord agrees to reasonably cooperate with Tenant in contesting the increase. If Landlord fails to give written notice of the increase to Tenant within the required time period, then Tenant will not be responsible for reimbursing Landlord for the tax increase. If any state or local real estate tax exemption or abatement programs exist during the first year of the lease term, then Landlord will notify Tenant. Landlord will cooperate with Tenant to timely apply for such exemptions or abatements, including exemptions or abatements that provide relief from increases in real estate taxes resulting from an increased assessment of the Demised Premises due to construction of the building on the Demised Premises by Landlord prior to the Rent Commencement Date. Tenant will receive its proportionate share of the benefit of any exemption or abatement.

14. DEFAULT BY LANDLORD. If Landlord fails to perform any obligation to be performed by Landlord pursuant to this Lease, including any payment that Landlord has agreed to make, and (except in an emergency) Landlord does not cure the failure within 30 days after Tenant gives written notice of the failure to Landlord, or if such cure will reasonably take more than thirty (30) days, if Landlord does not commence to cure within thirty (30) days and diligently prosecute such cure to completion in a commercially reasonable period of time, then Tenant may, in Tenant's sole discretion, perform the obligation or make the payment as Landlord's agent. If roof leaks occur more than two times in any 12-month period, and Tenant has notified Landlord in writing after each of the first two occurrences, then whether or not Landlord has made repairs after the previously reported leaks, Tenant will have the right to perform any required repairs or replacement.

The full amount of any cost and expense incurred or payment made by Tenant will immediately be due and payable by Landlord to Tenant. Tenant will have the right to deduct all amounts expended by Tenant pursuant to this Paragraph, together with interest from the date of payment equal to four percent (4%) of all such amounts, without being in default, out of rents then due or thereafter coming due, provided that Tenant will deduct no more than 50% of fixed rent in any month. In the event of an emergency, including (i) any roof leak, (ii) any damage to or condition of the building constituting part of the Demised Premises that compromises the security of the Demised Premises, (iii) any condition that poses a threat to health or safety, or (iv) any event, including action by governmental authorities, that would require Tenant to close its business, Tenant will give such notice to Landlord as is reasonable under the circumstances, including notice by e-mail, fax or telephone. The rights granted in this Paragraph will not release Landlord from any obligation to perform any of the covenants to be performed by Landlord under this Lease and will be in addition to any other rights Tenant may have by reason of any default by Landlord; provided, however, that Tenant shall not terminate this Lease for Landlord's failure to perform maintenance obligations without notice to Landlord as otherwise set forth herein, or if such default is not otherwise addressed herein, then without ten days' written notice, during which time Landlord may cure the default and cause the termination to be of no further force or effect. Landlord will have the right to dispute any deduction made by Tenant, and may bring suit to recover all sums withheld. Landlord will be entitled to interest on all sums

wrongfully withheld by Tenant at the interest rate set forth in this Paragraph, but as long as Tenant is withholding such sums in good faith and in accordance with the terms of this Paragraph, Tenant will not be in default for failure to pay any sums withheld unless Tenant fails to pay the amount of any final judgment in Landlord's favor within 30 days after the judgment is entered.

15. SIGNS. Tenant will have the right to erect a building sign(s) and a freestanding road sign(s). Tenant may erect the largest building sign(s) and road sign(s) that are allowed by the local ordinances, including any variances obtained by Tenant. Landlord warrants that the Demised Premises are not subject to any plans or restrictions imposed by or filed with the local governmental authority that would prevent Tenant from erecting Tenant's standard signs. Landlord will, at no expense to Landlord, cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs. The location of Tenant's road sign will be as shown on Exhibit A – Site Plan. During the term of this Lease, Tenant may replace its building sign and road sign with new signs as long as Tenant obtains proper governmental permits for the new signs. The location of Tenant's road sign will be as shown on Exhibit A – Site Plan. Tenant may erect other professionally lettered signs and decals on the Demised Premises, such as signs designating Tenant's hours of operation. Depictions of Tenant's intended initial signs are attached as Exhibit D hereto.

16. EMINENT DOMAIN. If all or any part of the Demised Premises is taken by public authorities through the power of eminent domain, then Tenant will have the right to terminate this Lease. If this Lease is terminated, then any unearned rent will be refunded to Tenant. If only a part of the Demised Premises is taken, and if Tenant elects not to terminate this Lease, then the rent will be reduced in the same proportion that the Demised Premises are reduced. Landlord will restore the Demised Premises to as close to their condition as existed prior to the taking as is feasible. Landlord's obligation to restore the Demised Premises will be limited to the amount of proceeds awarded by the condemning authority. In the event that Landlord has diligently and in good faith pursued such condemnation award and such award is nonetheless insufficient to restore the Demised Premises in adequate condition for Tenant's needs as indicated in this Lease, Landlord will have the right to terminate this Lease upon written notice to Tenant along with supporting evidence of Landlord's diligent and good faith efforts unless Tenant agrees to be responsible.

Tenant will have the right to participate in any proceeding pertaining to a taking of the Demised Premises. Whether or not Tenant elects to terminate this Lease, Landlord and Tenant will each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the public authority. Tenant agrees that Tenant will not pursue a claim for the unexpired term of this Lease or for the value of the real estate but may pursue any other claim to which Tenant may be entitled.

17. TENANT'S DEFAULT. The following will constitute events of default:



(a) Tenant fails to pay any installment of fixed rent when due and the failure continues for 10 days after Tenant receives written notice of default from Landlord, or Tenant fails to pay any other sums due Landlord under this Lease when due and the failure continues for 30 days after Tenant receives written notice of default from Landlord; or

(b) Tenant fails to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant fails to commence to cure the default within 30 days after receipt of notice of the default from Landlord or having commenced to cure such default, Tenant fails to diligently pursue the curing of the default thereafter; or

(c) Tenant is adjudicated bankrupt; or Tenant files in any court a petition in bankruptcy, or for any reorganization pursuant to the provisions of any state or federal insolvency or bankruptcy act; or any involuntary petition in bankruptcy is filed against Tenant, and such petition is not vacated or withdrawn within one year after the date of filing thereof; or Tenant makes a general assignment for the benefit of creditors; or a receiver or trustee of all or a portion of Tenant's property is appointed, and such appointment is not vacated within 180 days after it is made; provided that also as a result of any such event described in this clause (c), Tenant ceases to pay rent and fails to cure such default in its payment of rent prior to the expiration of the cure period described in clause (a) above.

In any such case Landlord may immediately or any time before the default is corrected on ten days' written notice to Tenant terminate this Lease, and Tenant will forthwith quit and surrender the Demised Premises, but Tenant will remain liable as hereinafter provided. Landlord may, with or without terminating this Lease, immediately or at any time before the default is corrected, reenter and resume possession of the Demised Premises and remove all persons and property therefrom by a suitable action or proceeding at law or in equity without being liable for trespass. No re-entry by the Landlord will be deemed an acceptance of a surrender of this Lease.

Following any such re-entry, Landlord will use reasonable efforts to relet the Demised Premises for a commercially reasonable rent taking into consideration the condition of the Demised Premises and general market conditions. Such reletting may be for a period equal to or greater or less than the remainder of the term of this Lease and upon such terms and concessions as the Landlord will deem reasonable to any tenant or tenants and for any use and purpose which Landlord may deem appropriate. If this Lease will be terminated as provided in this Paragraph, after crediting any rents and other charges due upon reletting, then Landlord will be entitled to recover from Tenant and Tenant will pay to Landlord the following: (1) an amount equal to all reasonable expenses (including but not limited to reasonable attorneys' fees and court costs in accordance with Paragraph 31(e) herein) incurred by Landlord in recovering possession of the Demised Premises; (2) all reasonable costs and charges for the care of the Demised Premises while vacant; (3) an amount equal to all reasonable expenses incurred by Landlord in connection with reletting the Demised Premises or any part thereof, including, but not limited to, brokers' commissions, advertising expenses and

the cost of making any repairs Tenant was obligated to make (but specifically excluding any costs for renovating or remodeling the Demised Premises for a new tenant and any attorney's fees to negotiate a new lease); and (4) the rent and other charges required to be paid by Tenant under this Lease which amounts will be due and payable by Tenant to Landlord on the several days on which such rent and other charges would have become due and payable had this Lease not been terminated.

Separate actions may be instituted by Landlord against Tenant from time to time to recover any damages which, at the trial of any such action, will then or theretofore have become due and payable to Landlord under any provisions hereof without waiting until the end of the term of this Lease, and neither the institution of suit or suits, proceeding or proceedings or the entering of judgment will bar Landlord from bringing a subsequent suit or proceeding for damages of any kind thereafter suffered. It is expressly agreed that forbearance on the part of Landlord in the institution of any suit or entry of judgment for any part of the rent herein reserved to Landlord will in no way serve as a defense against nor prejudice subsequent action for later rent. Mention in this Lease of any particular remedy will not preclude Landlord from any other remedy at law or in equity and Landlord will have all remedies and rights available to it at law or equity in addition to all remedies set forth herein except Landlord will not have the right to lock Tenant out of the Demised Premises without a court order and Landlord will not have the right to accelerate any monetary obligations of Tenant.

18. SURRENDER OF POSSESSION. Upon the termination of this Lease, Tenant will surrender the Demised Premises broom clean and in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. EXCLUSIVE USE. So long as Tenant has not permanently closed its business at the Demised Premises for reasons other than those set forth in Paragraph 30, FORCE MAJEURE, Landlord agrees that neither Landlord nor any entity controlled by Landlord nor any partner or principal of Landlord will lease (or permit the leasing or subleasing of) or sell any space on any property contiguous with or connected to the Demised Premises that is owned or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord to any variety store, variety discount store, discount department store, dollar store (except Dollar Tree), liquidation or close-out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising. This Paragraph is not intended to prohibit Landlord from leasing or selling space to a drugstore, toy store, hobby store, sporting goods store, card and gift store, hardware store, home improvement store, auto supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware.

If Landlord breaches this Paragraph, then Tenant's rights and remedies will include, but not be limited to, the right at any time after the breach occurs to terminate this Lease. So long as the breach exists and Tenant has not terminated this Lease, Tenant's only obligation with respect to fixed and percentage rent will be the payment of the lesser of (i) 50% of the fixed rent set forth in Paragraph 1 or 6, as applicable, or (ii)

percentage rent of one percent (1%) of Tenant's gross sales (as defined below), with no fixed rent. Percentage rent will be due within 90 days after the end of each lease year. Tenant will also have the right to seek legal and equitable remedies.

"Gross sales" means all sales made from the Demised Premises excluding sales tax, excise tax, refunds, void sales and sales and revenues from vending machines and other mechanical devices.

If Tenant is paying percentage rent pursuant to this Paragraph, Landlord will have the right to review Tenant's books and records relating to gross sales at the Demised Premises once for any calendar year. The review will be conducted at Tenant's corporate offices in Chesapeake, Virginia, during regular working hours on reasonable written notice, and within one year after Tenant sends its statement of percentage rent for the calendar year that Landlord desires to review. The review will be limited to Tenant's electronically generated profit and loss statements and electronically generated daily sales reports for the business operated on the Demised Premises during the period covered by the review. If percentage rent was underpaid, then Tenant will promptly pay all amounts due plus interest at the lease interest rate (set forth in Paragraph 14) from the date percentage rent was due. If percentage rent was overpaid, then Landlord will promptly refund to Tenant any overpayment.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all claims and waive all rights of recovery against each other and their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to each party's respective property caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the loss or damage is covered by insurance or is required by the terms of this Lease to be covered by insurance. However, nothing contained in this Paragraph will affect Landlord's obligation to repair or rebuild the Demised Premises as otherwise stated in this Lease. All policies insuring the property of Landlord or Tenant will contain a provision or endorsement by which the insurer waives all rights of subrogation against the other party to this Lease and their directors, officers, agents, employees, successors, sublessees and assigns.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's request, Tenant will sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). The SNDA will provide that this Lease will be subordinated to the lien of the mortgage or deed of trust ("Mortgage") that Landlord is placing on the Demised Premises, but that Tenant's rights under this Lease will not be impaired or diminished, its tenancy will not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this Lease will continue in full force and effect, and Tenant's rights, including any rights to extend the lease term will survive. During the term of this Lease, Tenant will provide one SNDA free of charge. Any subsequent SNDA provided by Tenant will be subject to a processing fee payable to Tenant. Landlord's request for any subsequent SNDA will be accompanied by Landlord's check in the amount of \$300. Landlord agrees to provide to Tenant free of charge within 30 days after the date of this Lease an SNDA from every present Mortgage holder.



22. HOLDING OVER. If Tenant remains in possession of the Demised Premises after the expiration of the term of this Lease, then all the provisions of this Lease that are applicable during the final year of the lease term will continue to apply, except that Tenant will pay, as fixed rent, an amount equal to 130% of the monthly fixed rental payment due for the last month of the lease term immediately preceding the hold over and Landlord and Tenant will each have the right to terminate this Lease by giving written notice of termination. The effective date of termination will be 60 days after the termination notice is received by Landlord or Tenant, as applicable. Tenant will be in default if Tenant fails to vacate and surrender the Demised Premises to Landlord by the end of the 60th day after Tenant's delivering such termination notice to Landlord or receiving Landlord's notice of termination. If Landlord desires that Tenant vacate the Demised Premises without holding over, Landlord may notify Tenant during the last year of the lease term (at least 60 days prior to the last day of the lease term) that no holding over will be permitted, and if after receiving that notice, Tenant fails to vacate the Demised Premises on or before the last day of the lease term, then Tenant will be in default. If Tenant is holding over and Tenant fails to vacate the Demised Premises within 60 days after Tenant's receipt of written notice to vacate from Landlord, then Tenant will pay, as liquidated damages, an amount equal to 150% of the monthly fixed rental payment due for the last month of the lease term immediately preceding the holding over, for as long as Tenant remains in possession of the Demised Premises, but Landlord's acceptance of such payment will in no event be deemed a consent by Landlord that Tenant had any right to remain in the Demised Premises after the expiration of said sixty (60) day period.

23. NOTICES. (a) All notices from Tenant to Landlord or Landlord to Tenant must be in writing to be effective. Notices sent via fax and e-mail will be effective between Landlord and Tenant, except that notices sent by Tenant pursuant to Paragraph 6, notices of default sent by either party including any notice intending to start a cure period under Paragraph 14 or 17, or any notice sent to change the notice address of Landlord or Tenant must be sent to the address set forth below either by (i) United States mail sent via Certified Mail, or by (ii) commercial national delivery service capable of providing written proof of delivery. Any notice sent by certified mail or commercial delivery service will be deemed given when mailed even if the party to whom the notice is sent refuses to accept delivery. Any notice to Tenant must include either the full address of Tenant's store or Tenant's store number. The store number will be assigned after this Lease is signed by Landlord and Tenant and will be included in Tenant's notices to Landlord.

Landlord's and Tenant's addresses for notices and Tenant's address for billings are:

Notices to: Landmark Commercial Real Estate, Inc.
 156 North Emporia
 Wichita, Kansas 67202
 Telephone: (316) 262-2442

Notices to: Family Dollar
Attn: Lease Administration Department
500 Volvo Parkway
Chesapeake, Virginia 23320
Telephone: (757) 321-5000
Reference: Store #33388

Billing/Invoices to: Family Dollar
500 Volvo Parkway
Department 300
Chesapeake, Virginia 23320
Reference: Store #33388

Either Landlord or Tenant may change its notice address by giving written notice to the other party of the new address as provided in this Paragraph.

(b) All rent and other payments will be made by Tenant's check payable to Landlord and mailed to Landlord at the address designated above unless Tenant elects to make payments to Landlord by direct deposit into Landlord's bank account. Tenant will not be obligated to pay rent to any person or entity other than Landlord until Tenant receives either: (i) a written statement signed by Landlord and reasonably acceptable to Tenant designating the person or entity to receive rent and, if applicable, providing notice of the transfer of Landlord's interest in the Demised Premises, or (ii) a copy of the deed signed by Landlord transferring ownership of the Demised Premises or a copy of an assignment of this Lease signed by Landlord. In order to be eligible for payment by direct deposit, Landlord must sign a form which Tenant will provide authorizing payment by direct deposit. If Tenant elects to make payments via direct deposit, then Tenant will deposit rent and other payments directly into the bank account specified by Landlord ("Landlord's Account"). Landlord will bear all risks arising out of Landlord's failure to provide correct information pertaining to Landlord's Account. Landlord agrees to provide written notice to Tenant canceling the direct deposit authorization at least 30 days prior to any assignment of rents payable under this Lease to a party other than Landlord, or any assignment of Landlord's interest in the Demised Premises. In the event Tenant deposits funds into Landlord's Account that Landlord is not entitled to whether due to Tenant's error or any other cause, then Landlord will repay to Tenant all sums paid to Landlord's Account in error. Tenant may cancel or discontinue making payments by direct deposit at any time after notice to Landlord in which event Tenant will make rent and other payments by mail pursuant to subparagraph (a) of this Paragraph. If Landlord desires to change Landlord's Account, then Landlord will provide Tenant with a new signed direct deposit authorization. Landlord acknowledges that changing the Landlord's Account may cause a delay in payment. A payment will not be deemed to be late if it is delayed due to a change in Landlord's account.

24. RECORDING. Landlord agrees to execute a memorandum of lease or short form lease (collectively "Short Form Lease") reasonably acceptable to Landlord and Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the

Demised Premises are located. Landlord will furnish an accurate legal description of the Demised Premises to record the Short Form Lease and Landlord will execute and deliver to Tenant any other affidavits, statements or documents needed to record the Short Form Lease.

25. QUIET ENJOYMENT. Landlord covenants and warrants that as long as Tenant is not in default beyond any notice and cure periods, Tenant will have and enjoy during the term of this Lease the quiet and undisturbed possession of the Demised Premises together with all appurtenances appertaining thereto. So long as Tenant is not in default beyond applicable notice and cure periods, rents and other charges due under this Lease will abate during any period of time Tenant is deprived of the use of a substantial portion of the Demised Premises.

26. COMPLIANCE WITH LAWS. Landlord will obtain a Phase I environmental site assessment of the Demised Premises sufficient to comply with the Environmental Protection Agency's All Appropriate Inquiry ("AAI") standards prepared in accordance with the American Society of Testing and Materials ("ASTM") Standard E 1527 ("Phase I ESA"). The Phase I ESA will be conducted by a licensed engineer or other person who qualifies as an Environmental Professional under the AAI standards. Landlord will provide the Phase I ESA to Tenant within 60 days after this Lease is signed by Landlord and Tenant or 60 days prior to the date Landlord acquires title to the Demised Premises, whichever occurs later. The Phase I ESA will be issued to Tenant as well as Landlord and will state that Tenant is entitled to rely upon the Phase I ESA or Landlord will provide a separate reliance letter acceptable to Tenant. If the Phase I ESA recommends that a Phase II environmental site assessment be performed, Landlord will cause the Phase II assessment to be completed and deliver a copy to Tenant. Tenant will not be obligated to accept possession of the Demised Premises until the foregoing requirements of this Paragraph have been met. If the Phase I ESA discloses that there is one or more recognized environmental conditions (REC) present on the Demised Premises, Tenant will not be obligated to accept possession of the Demised Premises until the REC(s) have been fully remediated by Landlord in accordance with all applicable governmental requirements. Landlord may elect not to undertake the remediation, in which event Tenant will have the right to terminate this Lease. If this Lease is not terminated, Landlord will defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the Demised Premises. Subject to the terms of this Lease, Landlord will, at Landlord's sole expense throughout the term of this Lease, comply with the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the Demised Premises including, without limitation, laws pertaining to disabled persons, radon, hazardous substances and fire suppression and fire alarm systems including maintenance and monitoring of such systems. From and after the date Tenant accepts possession of the Demised Premises, Tenant will, at Tenant's sole expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the manner in which Tenant operates its business in the Demised Premises, including, without limitation, Tenant's



handling, storage, transportation, use and disposal of toxic, hazardous or flammable materials.

Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from (any of the foregoing hereinafter a "use") the Demised Premises any hazardous materials (as defined herein), other than de minimis amounts (as defined herein). Tenant further covenants and agrees to pay all costs and expenses associated with enforcement, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any hazardous materials laws (as defined herein), and all audits, tests, investigations, cleanup, reports and other such items incurred in connection with any efforts to complete, satisfy or resolve any matters, issues or concerns, whether governmental or otherwise, arising out of or in any way related to the use of hazardous materials in any amount (other than a de minimis amounts, as defined herein) by Tenant, its employees, agents, invitees, subtenants, or assignees. For purposes of this Lease (1) the term "hazardous materials" will include, but not be limited to asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance regulated by or defined as hazardous or as a pollutant or contaminant in, or the use of or exposure to which is prohibited, limited, governed or regulated by, any hazardous materials laws; (2) the term "de minimis amounts" will mean, with respect to any given level of hazardous materials, such level or quantity of hazardous materials in any form or combination of forms that (i) does not constitute a violation of any hazardous materials laws, (ii) is customarily employed in, stocked by and sold by or otherwise associated with similar retail projects; and (iii) is being used at all times in full compliance with all hazardous materials laws; and (3) the term "hazardous materials laws" will mean any federal, state, county/parish, municipal, local or other statute, law, ordinance or regulation now or hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980 42 U.S. C. Section 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et. seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et. seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et. seq.; Sections 2001 et. seq.; and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

27. PARAGRAPH HEADINGS; ETC. The numbered sections of this Lease are referred to as Paragraphs, and the phrase "this Paragraph" means the entire numbered Paragraph and not just a grammatical paragraph contained within a numbered Paragraph. The Paragraph headings throughout this Lease are for convenience and reference only, and will in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease. If any provision of this Lease is held to be invalid or unenforceable, then the remainder of this Lease will not be affected, and all other provisions will be valid and enforceable to the fullest extent permitted by law. If any words are stricken from this Lease, whether the words are



preprinted, typewritten or handwritten, then no inferences will be drawn as to the parties' intent in striking the deleted words, and this Lease and the parties' intent will be interpreted as if the stricken words had never appeared. This Lease is a negotiated agreement in which Landlord and Tenant have had equal power in determining its terms, and Landlord and Tenant agree that any rule of construction that a document is to be construed against the party who prepared it will not be applied. Any paper, writing or drawing that is designated as an exhibit to this Lease, whether or not physically attached, is a part of this Lease.

28. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION.

Landlord agrees that all terms of this Lease as well as any information provided to Landlord pertaining to Tenant's gross sales are confidential and will not be divulged by Landlord without the written consent of Tenant to anyone other than Landlord's accountants, attorneys, mortgagees or prospective mortgagees and to bona fide prospective purchasers of the Demised Premises.

29. NON-WAIVER. No waiver of any agreement, condition or covenant will be valid unless it is set forth in writing signed by the party to be bound by the waiver. No waiver of a breach of any agreement, condition or covenant will be claimed or pleaded to excuse a subsequent breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

30. FORCE MAJEURE. As used in this Lease, the term "Force Majeure" means unforeseen and extraordinary delays caused by events over which the party claiming Force Majeure has no control, including shortages of materials, natural resources or labor; fire; natural catastrophe; labor strikes; civil commotion; riots; war; acts of God; governmental prohibitions or regulations or administrative delays that exceed the ordinary and foreseeable requirements for obtaining building permits, certificates of occupancy, inspections or their equivalents; inability to obtain materials, epidemics or pandemics identified by the World Health Organization, U.S. Centers for Disease Control and Prevention (CDC), or any similar state governmental body or any and all other extraordinary causes (but not including financial inability). If an event of Force Majeure occurs and such Force Majeure event directly causes an extraordinary delay in the performance of any obligation or satisfaction of any condition of this Lease, (a) neither party shall have liability to the other for non-performance or non-satisfaction of the affected provision, and (b) neither party shall be in default under this Lease for failure to perform such affected obligation or satisfy such affected condition within the timeframe originally provided. If an event of Force Majeure occurs, except as otherwise expressly provided in this Lease, the period of time Landlord or Tenant has for performance as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure. The provisions of this Section shall apply to each and every provision of this Lease, regardless of whether any specific provision makes reference to Force Majeure delays. Notwithstanding the foregoing, (a) if the other party desires to perform the act required of the delayed party and is able to do so, then that party will have the right to perform the act and recover the reasonable costs from the delayed party; and (b) in no event will the time period for Landlord's delivery of the Demised Premises to Tenant pursuant to Paragraphs 4 or 10 be

extended pursuant to this Paragraph by more than 90 days. Nothing in this Paragraph will excuse either party's payment of a monetary obligation under the terms of this Lease.

31. LITIGATION MATTERS.

(a) SERVICE OF PROCESS. Notwithstanding anything to the contrary in this Lease or applicable law, to the maximum extent permitted under applicable law, (a) service of process related to any action or proceeding under this Lease or related to the Demised Premises will not constitute valid service upon Tenant if made by serving Tenant at the Demised Premises, and (b) service of process upon Tenant will only be valid if such service is served upon Tenant through Tenant's Registered Agent for such service in the state in which the Demised Premises are located. Upon request, Tenant will provide Landlord with Tenant's current agent for service of process in the state where the Demised Premises are located.

(b) JURISDICTION. This Lease will be construed and enforceable in accordance with the laws of the State where the Demised Premises are located. Any lawsuit brought by Landlord or Tenant against the other must be filed in a court of general jurisdiction where the rules of civil procedure for the State where the Demised Premises are located will apply.

(c) WAIVER OF JURY TRIAL. In the event of a dispute, Landlord and Tenant agree to waive the right to jury trial.

(d) WAIVER OF PUNITIVE DAMAGES. Neither Landlord nor Tenant will be liable to the other under any theory of tort, contract, strict liability, indemnity (including, but not limited to indemnity by contract) or other legal or equitable theory for any punitive or special damages, each of which is expressly waived and excluded by the parties regardless of whether or not any party has been advised of the possibility of such damages under any circumstances.

(e) ATTORNEYS' FEES. In the event of litigation between Landlord and Tenant, the prevailing party will be entitled to recover from the losing party reasonable attorneys' fees and reasonable out-of-pocket litigation expenses and court costs all as awarded by the Court. A party who is awarded a money judgment will be considered to be the losing party if the amount awarded is less than the last written offer of payment or settlement made by the other party prior to or within 30 days after suit is filed. In addition, the Court may decide that there is no true prevailing party and that neither party is entitled to its attorneys' fees or litigation expenses.

32. ASSIGNMENT/SUBLETTING. Tenant will have the right to assign this Lease or sublet the Demised Premises only with the Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Within 15 days after Tenant notifies Landlord of the prospective assignee's or subtenant's name and proposed use of the Demised Premises, Landlord will either approve or reject such assignee or subtenant by written notice to Tenant. If Landlord does not respond to Tenant's notice within said 15

day period, then Landlord will be deemed to have consented to the proposed assignee or subtenant. When determining whether to grant its consent to a proposed assignee, Landlord will consider only matters relating to the proposed use of the Demised Premises such as parking needs of the proposed assignee or subtenant, and may consider the financial ability of the proposed assignee, including such proposed assignee's credit. When determining whether to grant its consent to a proposed subtenant, Landlord will consider only matters relating to the proposed use of the Demised Premises such as parking needs of the proposed subtenant. If Landlord unreasonably withholds its consent in connection with any requested assignment or subletting, then Landlord will have committed a material breach of this Lease and Tenant will be entitled to terminate this Lease and be released of its obligations hereunder. Notwithstanding the foregoing, Tenant will not need Landlord's consent if Tenant assigns this Lease or sublets the Demised Premises to any corporation or other entity into or with which Tenant may be merged or consolidated or to any corporation or other entity which will be an affiliate, subsidiary, parent or successor of either Tenant or a corporation or other entity into or with which Tenant may be merged or consolidated, or to any person or entity acquiring ten or more of Tenant's stores. No assignment or the acceptance of rent by Landlord from any assignee will relieve, release or in any manner affect the liability of Tenant; any assignee will, in writing, on a form reasonably acceptable to Landlord and Tenant, assume and agree to keep, observe and perform all of the agreements, conditions, covenants and terms of this Lease on the part of Tenant to be kept, observed and performed and will be jointly and severally liable with Tenant for the non-performance thereof from the date the assignment becomes effective; no further or additional assignment of the lease will be made except upon compliance with and subject to the provisions of this Paragraph; and any sublease will be subordinate to all of the terms, conditions, and covenants of this Lease. Any assignment or sublease entered into in violation of this Paragraph will be deemed void. Once during the initial term of this Lease and once during each extended term, Landlord will consider any proposed assignment or sublease free of charge. For any additional requests to consider a proposed assignment or sublease, Tenant will reimburse Landlord in an amount not to exceed \$300.00 for Landlord's reasonable out-of-pocket expenses in considering such proposed assignment or sublease (including, without limitation, reasonable attorneys' fees), regardless as to whether such transaction is ultimately approved by Landlord.

Twenty-five percent (25%) of any additional monies paid to Tenant as a result of an assignment or sublease will be paid to Landlord as such additional monies are received by Tenant. "Additional monies" will mean any payment made to Tenant for the value of this Lease as consideration for an assignment or any base rent paid to Tenant under a sublease in excess of the rent due under this Lease, less, in the event of either an assignment or sublease, any brokerage, remodeling or other expenses incurred by Tenant and less any rent paid to Landlord during any period of time after Tenant closed its business in the Demised Premises.

Landlord will have the right to assign this Lease in Landlord's sole and absolute discretion, and following such assignment, will be released from all matters under or pursuant to this Lease accruing after the date of such assignment.



33. ESTOPPEL LETTERS. Landlord and Tenant agree, from time to time at reasonable intervals, within 30 days after written request by the other party, to execute and deliver to the other party a statement certifying to any existing or prospective mortgagee, purchaser or assignee, that this Lease is in full force and effect, that this Lease has not been assigned, modified, supplemented or amended, that Tenant is in possession of the Demised Premises, and that to the best knowledge of the certifying party, the other party is not in default, or properly stating the facts if any of such certifications would not be factual, and stating the date through which fixed rent has been paid, the expiration date of the then current term and the number of remaining extensions of the term available to Tenant under this Lease. Landlord's request for an estoppel letter should be sent to Tenant via e-mail to: estoppel@familydollar.com.

34. LIMITATION OF LANDLORD'S LIABILITY. After the term of this Lease begins, Landlord, its members, shareholders, and/or officers will have no personal liability with respect to any monetary obligations or liabilities arising under this Lease, and Tenant will look solely to (i) its right to offset against rent and other sums due Landlord and (ii) Landlord's interest in the Demised Premises or any portion thereof and the rents and income therefrom (and any insurance proceeds or eminent domain awards) for the satisfaction of any damages of Tenant in the event of a default by Landlord of any of Landlord's obligations under this Lease; provided, however, the provisions of this paragraph will be applicable only if all mortgagees holding mortgages or deeds of trust prior in lien to this Lease have executed non-disturbance agreements satisfactory to Tenant. Nothing in this paragraph will be construed as a limitation on Tenant's right to pursue injunctive or other non-monetary relief against Landlord.

The term "Landlord" as used in this Lease means the owner or owners of the Demised Premises from time to time. If Landlord conveys its interest in the Demised Premises and assigns its interest under this Lease, then, provided that Landlord's assignee assumes all of the liabilities of Landlord, including any liabilities which arose prior to the transfer, whether or not Tenant has actually asserted a claim, offset or deduction from rent or sent a notice of default prior to the transfer, Landlord will be released from all liabilities hereunder accruing from and after the date of transfer.

35. PURCHASE AND PHASE I CONTINGENCIES. This Lease is contingent upon the satisfaction of the following matters on or before May 1, 2022 (the "contingency date"): (a) Landlord must close and take fee simple title to the Demised Premises and (b) Landlord must provide a copy of the Phase I Environmental Assessment Report that complies with the All Appropriate Inquiry standards and the ASTM Standard E 1527 ("Phase I ESA") and that concludes there are no recognized environmental conditions associated with the Demised Premises. Landlord will use commercially reasonable efforts to satisfy the contingencies on or before the contingency date, and if Landlord has not satisfied the contingencies on or before the contingency date, Landlord and Tenant will each have the right to terminate this Lease by written notice to the other, although Landlord may not terminate this Lease if Tenant agrees to waive the outstanding contingency (contingencies).



36. TAXPAYER IDENTIFICATION INFORMATION. The Internal Revenue Service ("IRS") requires Tenant to provide a name and Taxpayer Identification Number ("TIN") for each person or entity to whom Tenant makes payments. In order for Tenant to comply with this requirement, Landlord agrees that within 30 days after the date of this Lease, Landlord will provide to Tenant a completed W-9 Form with Landlord's TIN and the name that corresponds with the number. Further, if Landlord's TIN and corresponding name change at any time during the term of this Lease, then Landlord will provide an updated W-9 form to Tenant.

The IRS assesses a penalty to Tenant if Tenant fails to provide the required information or provides a TIN that does not match the name in the IRS' records. If Landlord fails to provide the required information to Tenant, or provides inaccurate information to Tenant, and as a result the IRS assesses Tenant with a penalty, then Tenant will have the right to deduct the amount of the penalty up to \$200 from the fixed rent due to Landlord. Tenant will show the deduction on the remittance advice provided with Tenant's rent check.

37. FACSIMILE SIGNATURES. When this Lease is signed by Landlord or Tenant, Landlord or Tenant may deliver this Lease to the other party via electronic facsimile ("fax") or email. Facsimile or electronic copies of signatures will be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this Paragraph as the "Sender", whether Landlord or Tenant) who receives a signed lease from the other (whether the signed lease is an original document or an electronic facsimile) signs this Lease and returns via fax or other electronic means only the signature page of this Lease to the other party (referred to in the remainder of this Paragraph as the "Receiver"), then the sending of the signature page will constitute a declaration by the Sender that this Lease has been signed in the form and content received by the Sender without modification unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this Lease and sends the revised pages or a letter describing the revisions along with the signature page. The facsimile or electronic signature will not be binding upon the parties if the Receiver notifies the Sender that the Receiver rejects any part of or all of the revisions made to this Lease by the Sender. Without affecting the validity or finality of this Lease, the Receiver of a facsimile lease or signature page may request that the Sender sign and return one or more original counterparts of this Lease with the Sender's signature notarized and witnessed, or attested if applicable, and the Sender will promptly comply with the request.

38. ENTIRE AGREEMENT; BINDING ON SUCCESSORS. This Lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged into this Lease. This Lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant. All covenants and agreements of this Lease will extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both Landlord and Tenant.


[SIGNATURES ON FOLLOWING PAGES]



Landlord and Tenant have caused this Lease to be duly signed and sealed.

LANDLORD


LANDMARK COMMERCIAL REAL ESTATE,
INC.
a Kansas corporation

By: 
Name: Bradley R. Saville
Title: President

STATE OF KANSAS
COUNTY OF SEDGWICK

NOTARY

The foregoing instrument was acknowledged before me, a Notary Public, this 10th day of March, 2022, by Bradley R. Saville, the President of Landmark Commercial Real Estate, Inc.


Notary Public

My Commission Expires: 12/23/2024





TENANT

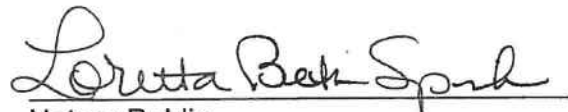
FAMILY DOLLAR STORES OF
COLORADO, LLC
a Virginia limited liability company

By: 
Name: Chris Teeter
Title: Vice President, Leasing

COMMONWEALTH OF VIRGINIA
CITY OF CHESAPEAKE

NOTARY

The foregoing instrument was acknowledged before me, a Notary Public, this 4th day
of March, 2022, by Chris Teeter, the Vice President
of Family Dollar Stores of Colorado, LLC.


Notary Public

My Commission Expires: 10/31/2024





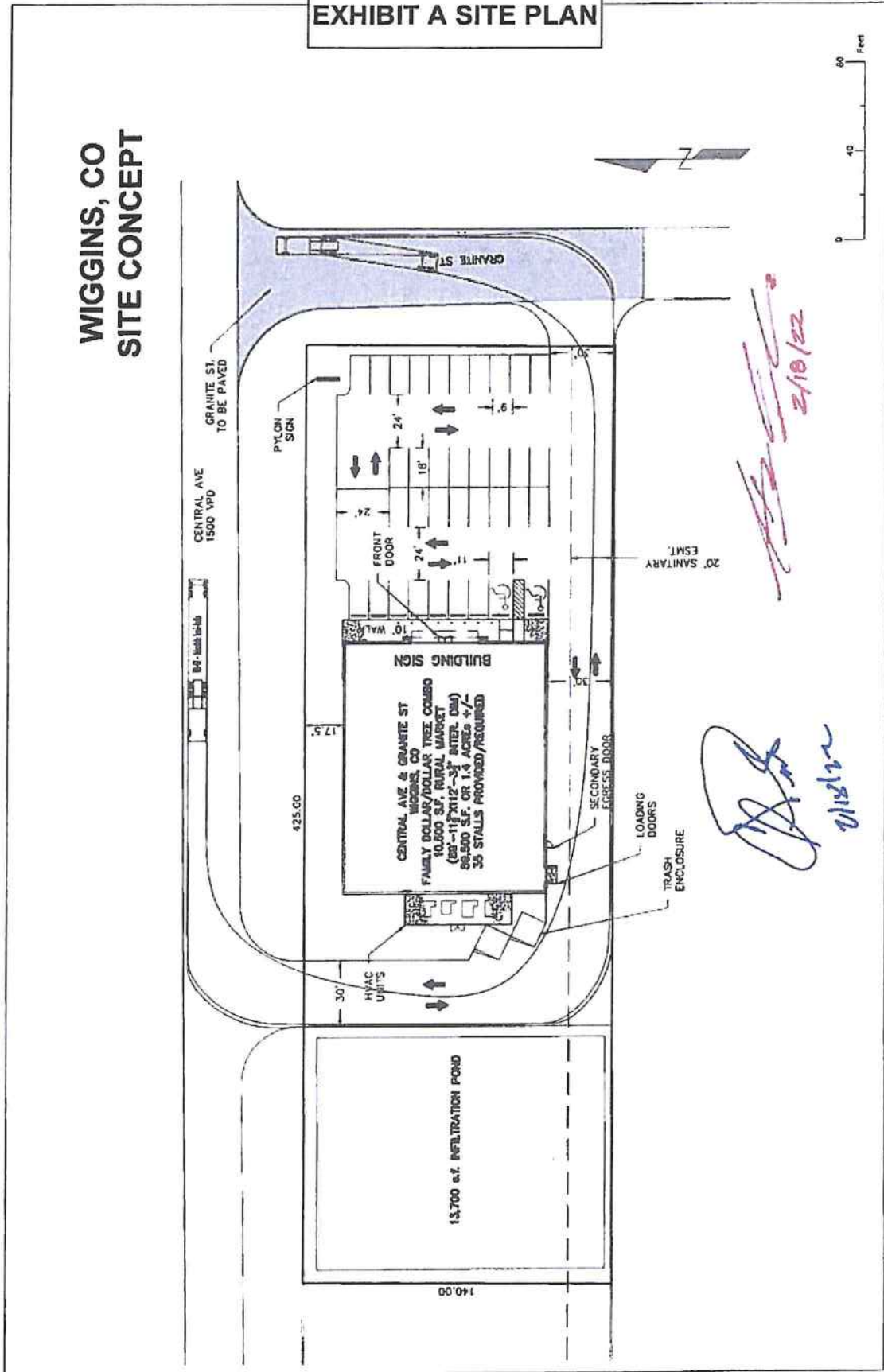


EXHIBIT A – SITE PLAN

A handwritten signature in blue ink, possibly reading "J. B. Smith", is located in the bottom right corner of the page.

WIGGINS, CO SITE CONCEPT

EXHIBIT A SITE PLAN



Project #: _____
Address: _____

EXHIBIT B – ADA CERTIFICATION

The undersigned certifies that all alterations and improvements made by Landlord to the Demised Premises comply with the Standards for Accessible design for alterations included in Appendix A to the Title III implementing regulations for the Americans with Disabilities Act of 1990, as amended, and that the common areas meet those standards.

Dated this _____ day of _____, 20__.

Witnesses (or ATTEST)

_____	_____
_____	By: _____
Print Name: _____	Print Name: _____
_____	Title: _____
Print Name: _____	

When construction is completed, this certification is to be dated, signed, witnessed and mailed to Lease Administration Department, Family Dollar Stores, Inc., 500 Volvo Parkway, Chesapeake, VA 23320.



EXHIBIT C

CONSTRUCTION CRITERIA

F/S Vanilla Box Prototype

Plan #: 2021-1 6a Rural Market Prototype Vanilla Box. File can be accessed at
(<http://filevault.cascocorp.com>.) Please see the instructions below.

CASCO File Vault Access Notification

User/Project: **Dollar Tree - Proto**

General: CASCO is providing access to its File Vault for file transfers. Please keep this information confidential.

Login Information: CASCO's File Vault can be accessed by going to <http://filevault.cascocorp.com>.

At the login screen use the following username password:

User name: [REDACTED]

Password: [REDACTED]

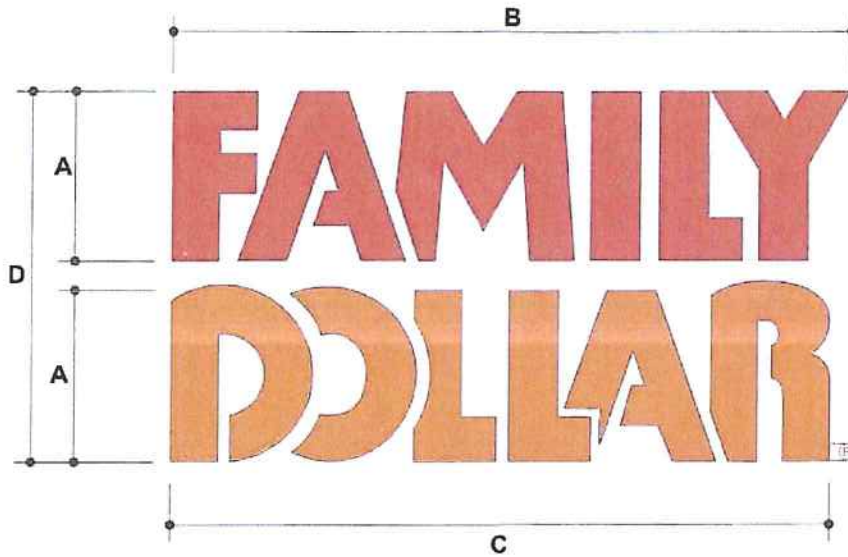
Technical Support: Please see the help section located at
<http://filevault.cascocorp.com/filevaulthelp.htm>. Please call Doug Stone or Nathan Ramsey at CASCO (314)821-1100 if you have any technical questions or problems.



EXHIBIT D – SIGNAGE DEPICTIONS

Handwritten initials in blue and red ink, possibly reading "LIT" or similar, located in the bottom right corner of the page.

**EXHIBIT D
SIGN DEPICTIONS**



STACKED LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	SQ/FT
24CL	24"	7'-10 3/4"	7'-8"	4'-4 1/4"	31.12
30CL	30"	9'-10 3/8"	9'-6 7/8"	5'-6 1/4"	48.59
36CL	36"	11'-11 1/2"	11'-6 3/4"	7'-6"	70.47

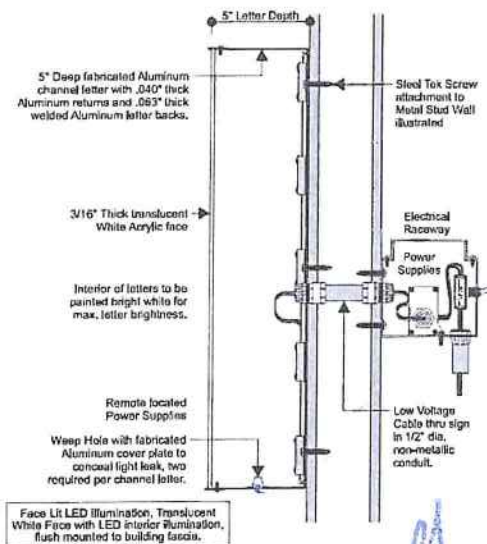
General Specification

Individual remote, facelit, channel letters
LED Illumination

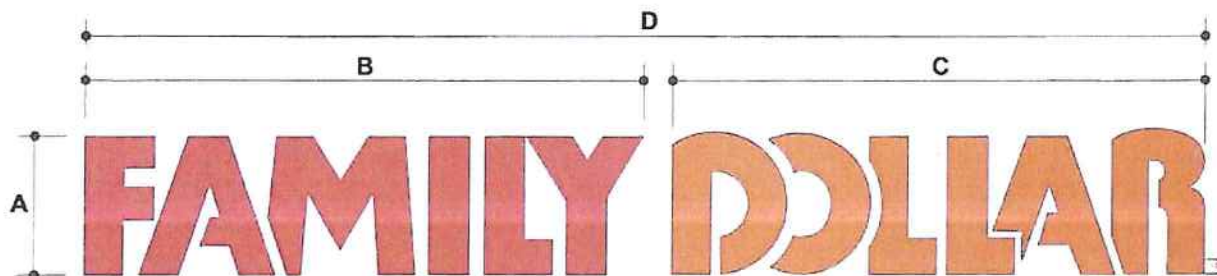
Color Specifications

NOTE: All vinyl to be second surface applied to clear face panels.

- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock



Handwritten signature and initials in blue and red ink.



LINEAR LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	SQ/FT
24CL	24"	7'-10 3/4"	7'-8"	16'-0 1/2"	31.12
30CL	30"	9'-10 3/8"	9'-6 7/8"	19'-11 1/2"	48.59
36CL	36"	11'-11 1/8"	11'-6 3/4"	24'-2 1/8"	70.47

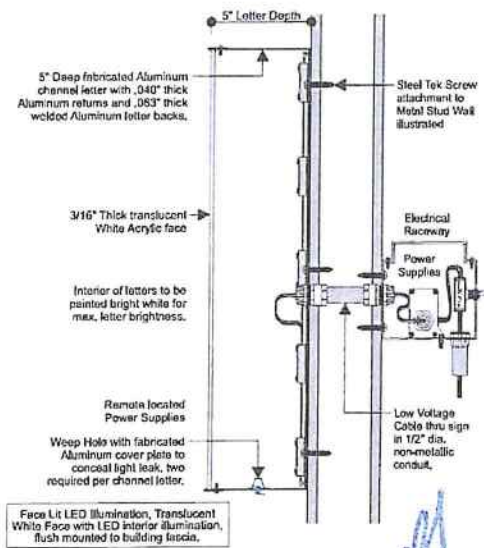
General Specification

Individual remote, facelit, channel letters
LED Illumination

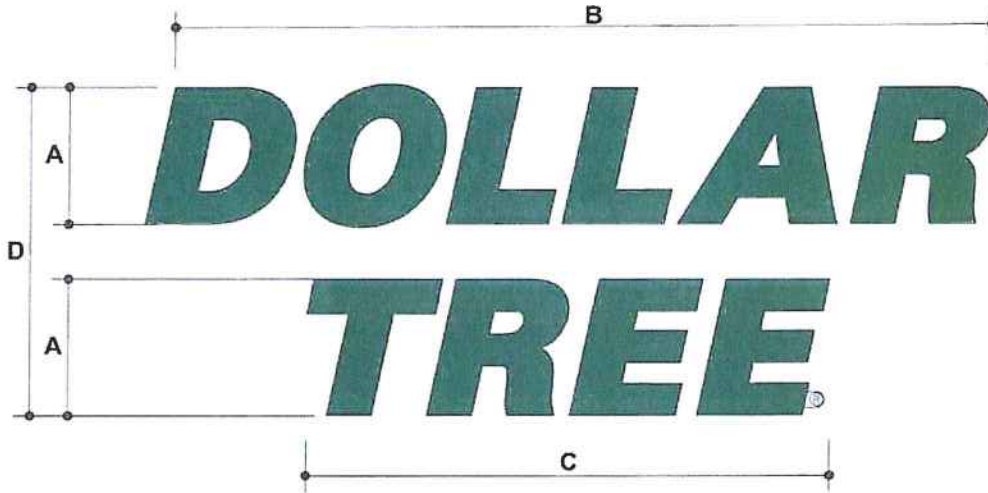
Color Specifications

NOTE: All vinyl to be second surface applied to clear face panels.

- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock



Handwritten signature and initials in blue and red ink.



STACKED LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	SQ/FT
20CL	20"	7'-10 3/4"	7'-1"	4'-0"	32.35
25CL	25 1/8"	13'-4 5/8"	8'-3 7/8"	5'-0 7/8"	45.37
30CL	30 1/4"	15'-6 5/8"	9'-7 1/2"	6'-0 5/8"	63.46

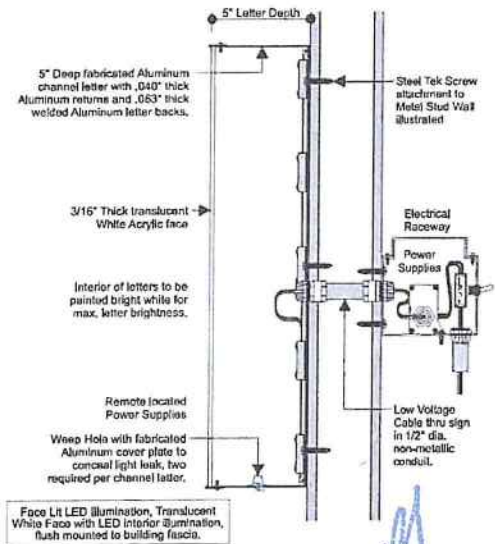
General Specification

Individual remote, facelit, channel letters
LED Illumination

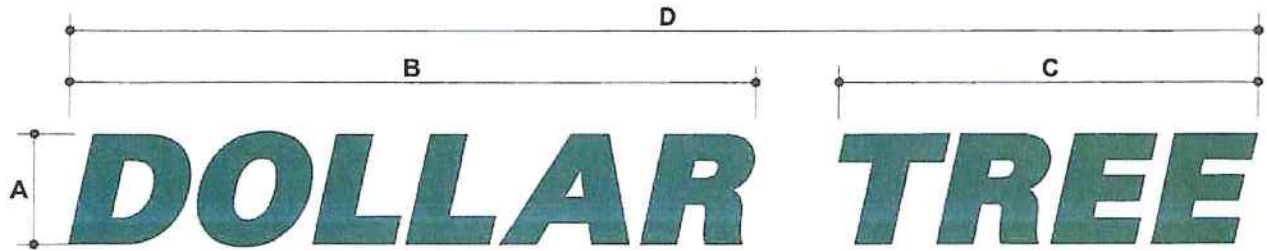
Color Specifications

NOTE: All vinyl to be second surface applied to clear face panels.

- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock



Handwritten signature and date: [Signature] 1/11



LINEAR LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	SQ/FT
20CL	20"	7'-10 3/4"	7'-1"	17'-10 1/2"	32.35
25CL	25 1/8"	13'-4 5/8"	8'-3 3/8"	22'-5 5/8"	45.37
30CL	30 1/4"	15'-6 5/8"	9'-7 1/2"	26'-11 1/8"	63.46

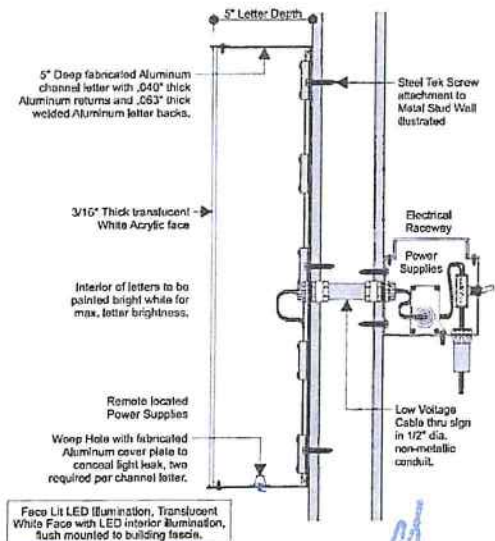
General Specification

Individual remote, facelit, channel letters
LED illumination

Color Specifications

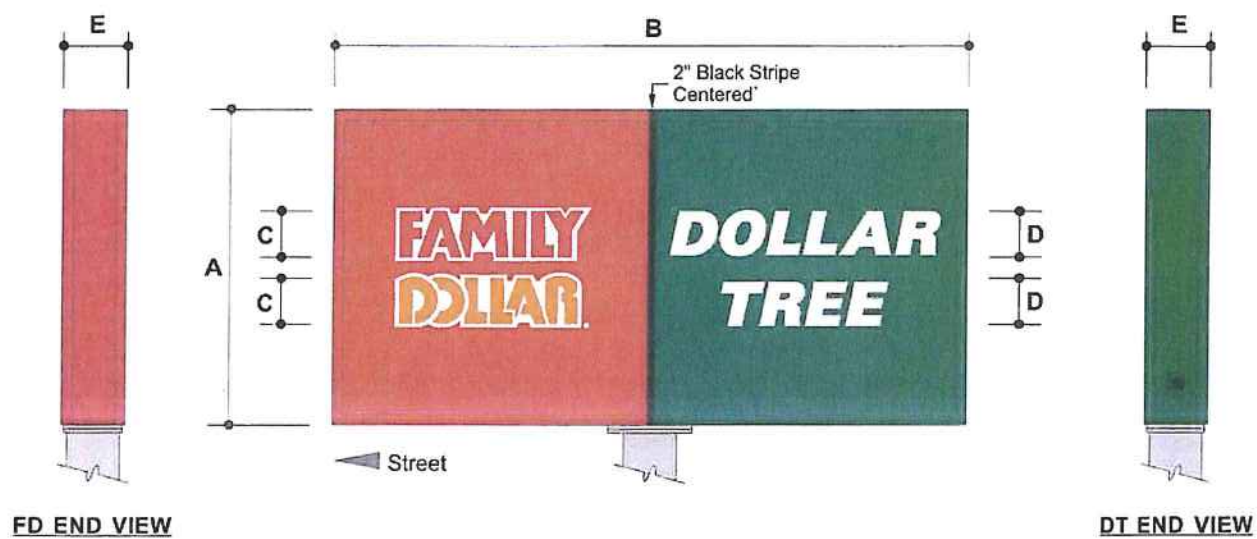
NOTE: All vinyl to be second surface applied to clear face panels.

- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock



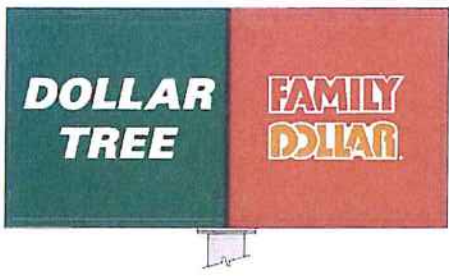
Handwritten signatures and initials in blue and red ink.

FAMILY DOLLAR DOLLAR TREE 5x10 Pylon - Split Vertically

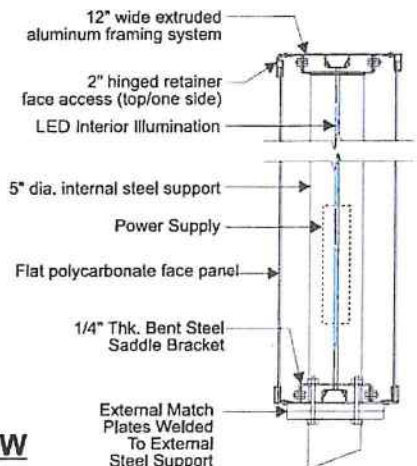


FD END VIEW

DT END VIEW



OPPOSITE SIDE LAYOUT NTS.
Family Dollar installed on street side of sign
 Street →



STACKED SIDE BY SIDE LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	E	OAH	SQ/FT
5x10 Pylon	5'-0"	10'-0"	10"	8 1/4"	12"	25'-0"	50.0

General Specification

Double-faced, extruded aluminum sign cabinet painted as shown - divided by 2" black vinyl vertical stripe.
 internally illuminated with LEDs.
 .177" White polycarbonate face panels - divided by 2" black vinyl vertical stripe.
 Second-surface applied translucent vinyl graphics.
 Cabinet, retainers and support to be painted in colors as shown - divided by 2" black vinyl vertical stripe
 Sign to be installed with steel post set in concrete footing as required.

Color Specifications

- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock

Cabinet & Support Color Specifications

- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet
- SW-7037 Balanced Beige Support
- Black

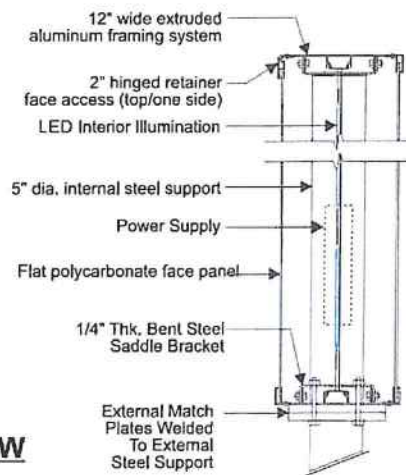
FAMILY DOLLAR DOLLAR TREE 5x10 Pylon - Split Horizontal



END VIEW



**OPPOSITE SIDE LAYOUT
NTS**



HORIZONTAL STACKED LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	E	OAH	SQ/FT
5x10 Pylon	5'-0"	10'-0"	12"	6"	12"	25'-0"	50.0

General Specification

Double-faced, extruded aluminum sign cabinet painted as shown - divided by 2" black vinyl horizontal stripe.
internally illuminated with LEDs.
.177" White polycarbonate face panels - divided by 2" black vinyl horizontal stripe.
Second-surface applied translucent vinyl graphics.
Cabinet, retainers and support to be painted in colors as shown - divided by 2" black vinyl horizontal stripe
Sign to be installed with steel post set in concrete footing as required.

Color Specifications

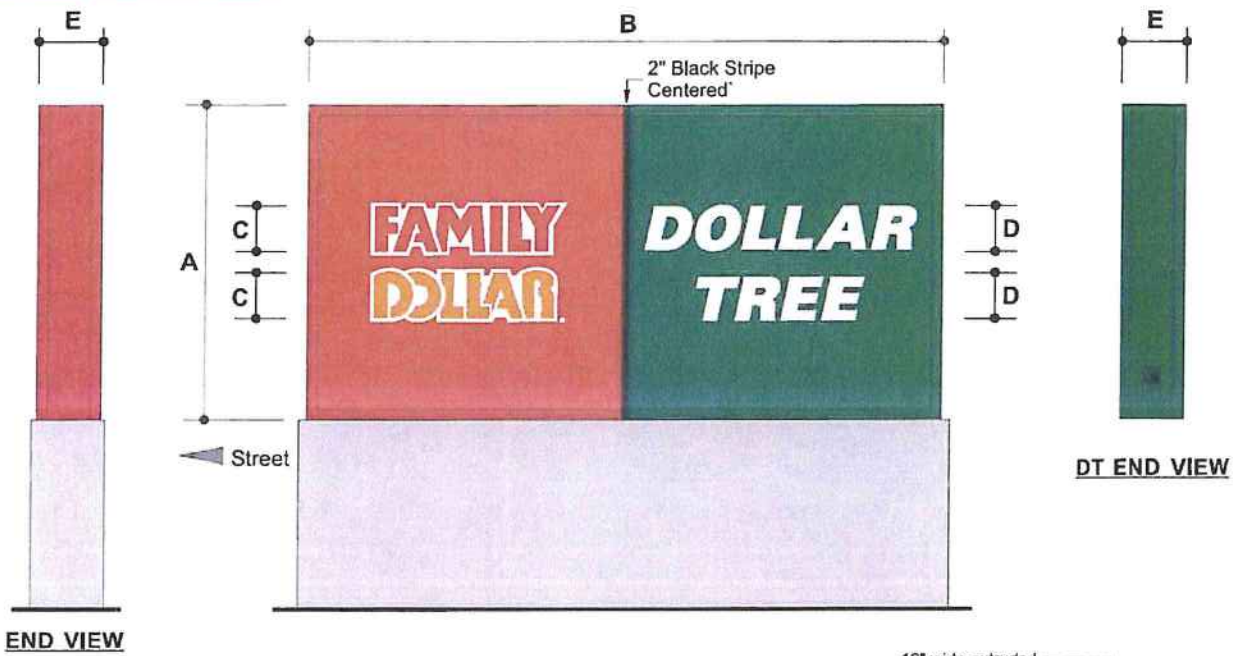
- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock

Cabinet & Support Color Specifications

- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet
- SW-7037 Balanced Beige Support
- Black

Handwritten signature and initials in blue and red ink.

FAMILY DOLLAR DOLLAR TREE 5x10 Monument - Split Vertically

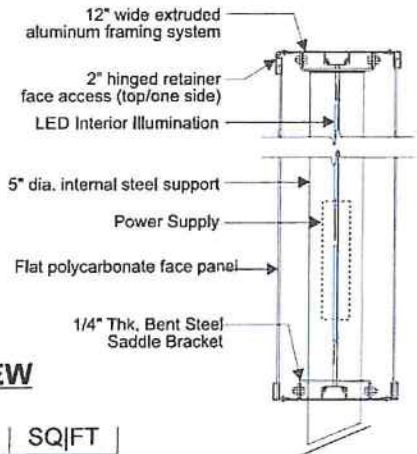


END VIEW

DT END VIEW



OPPOSITE SIDE LAYOUT NTS
Family Dollar installed on street side of sign



STACKED SIDE BY SIDE LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	E	OAH	SQ/FT
5x10 Mon	5'-0"	10'-0"	10"	8 1/4"	12"	Varies	50.0

General Specification

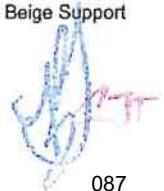
Double-faced, extruded aluminum sign cabinet painted as shown - divided by 2" black vinyl vertical stripe. internally illuminated with LEDs.
 .177" White polycarbonate face panels - divided by 2" black vinyl vertical stripe.
 Second-surface applied translucent vinyl graphics.
 Cabinet, retainers and support to be painted in colors as shown - divided by 2" black vinyl vertical stripe
 Sign to be installed with steel post set in concrete footing as required.
 .080" Aluminum skirt 1" wider on all 4 sides of cabinet

Color Specifications

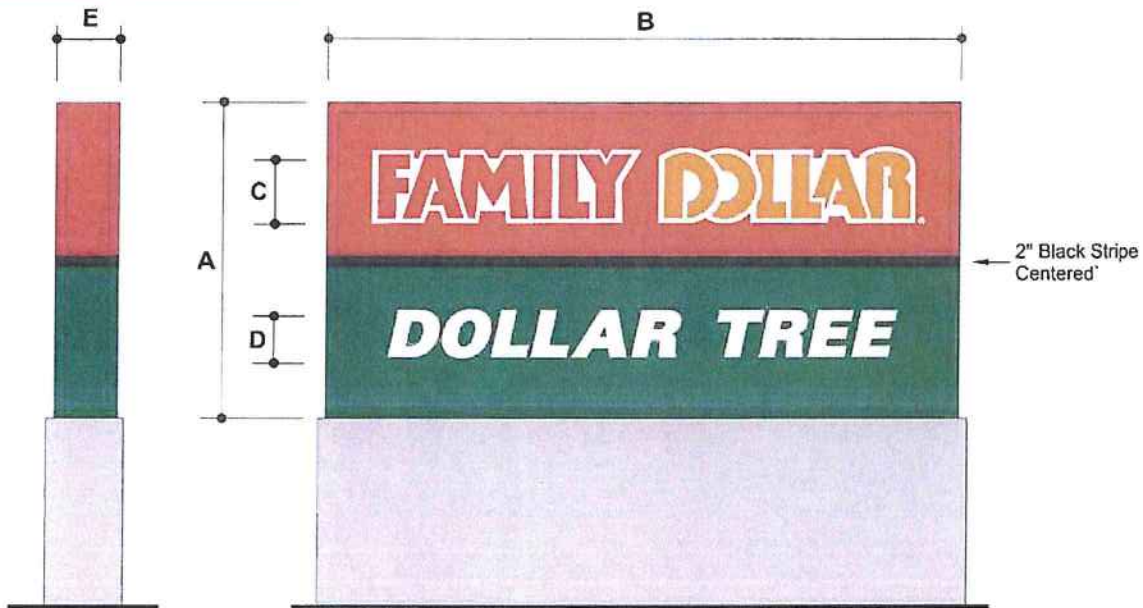
- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock

Cabinet & Support Color Specifications

- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet
- SW-7037 Balanced Beige Support
- Black



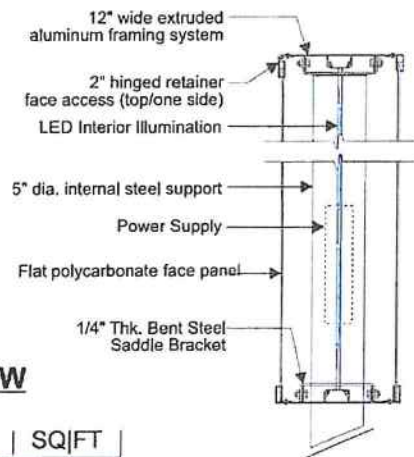
FAMILY DOLLAR DOLLAR TREE 5x10 Monument - Split Horizontally



END VIEW



OPPOSITE SIDE LAYOUT NTS



HORIZONTAL STACKED LAYOUT ELEVATION VIEW

SIGN ITEM	A	B	C	D	E	OAH	SQ/FT
5x10 Pylon	5'-0"	10'-0"	12"	6"	12"	Varies	50.0

General Specification

Double-faced, extruded aluminum sign cabinet painted as shown - divided by 2" black vinyl horizontal stripe. internally illuminated with LEDs.

.177" White polycarbonate face panels - divided by 2" black vinyl horizontal stripe.

Second-surface applied translucent vinyl graphics.

Cabinet, retainers and support to be painted in colors as shown - divided by 2" black vinyl horizontal stripe

Sign to be installed with steel post set in concrete footing as required.

.080" Aluminum skirt 1" wider on all 4 sides of cabinet

Color Specifications

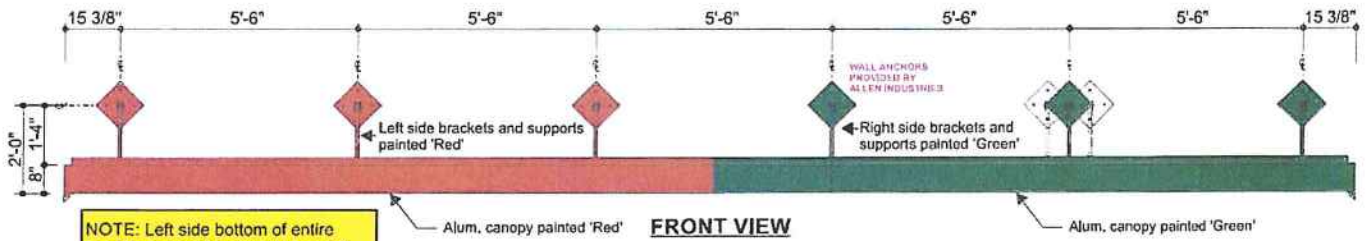
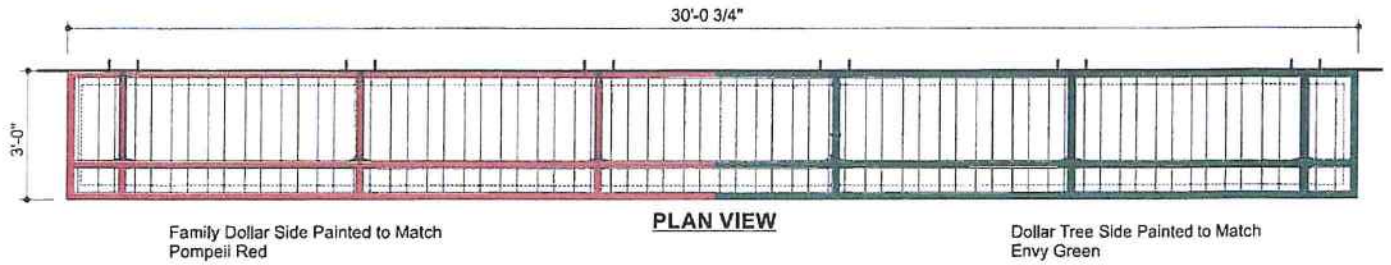
- Translucent White
- Red - 3M #3630-73 Dark Red
- Orange - 3M #3630-44 Orange
- Second surface applied 3M Vivid Green #3630-156 Trans Vinyl w/ White diffuser to clear Lexan
- Opaque Black
- 'Bronze' Gemtrim and Pre-finished coil stock

Cabinet & Support Color Specifications

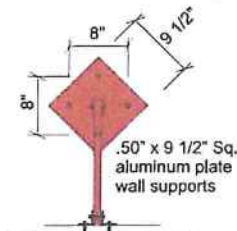
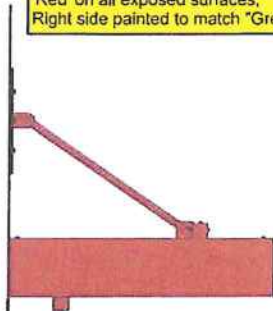
- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet
- SW-7037 Balanced Beige Support
- Black

Handwritten signatures and initials in blue and red ink.

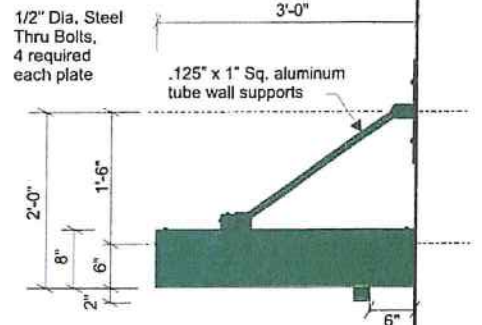
FAMILY DOLLAR DOLLAR TREE Dual Brand 30' VE Non-Fee Canopy



NOTE: Left side bottom of entire canopy assembly painted to match 'Red' on all exposed surfaces, Right side painted to match 'Green'

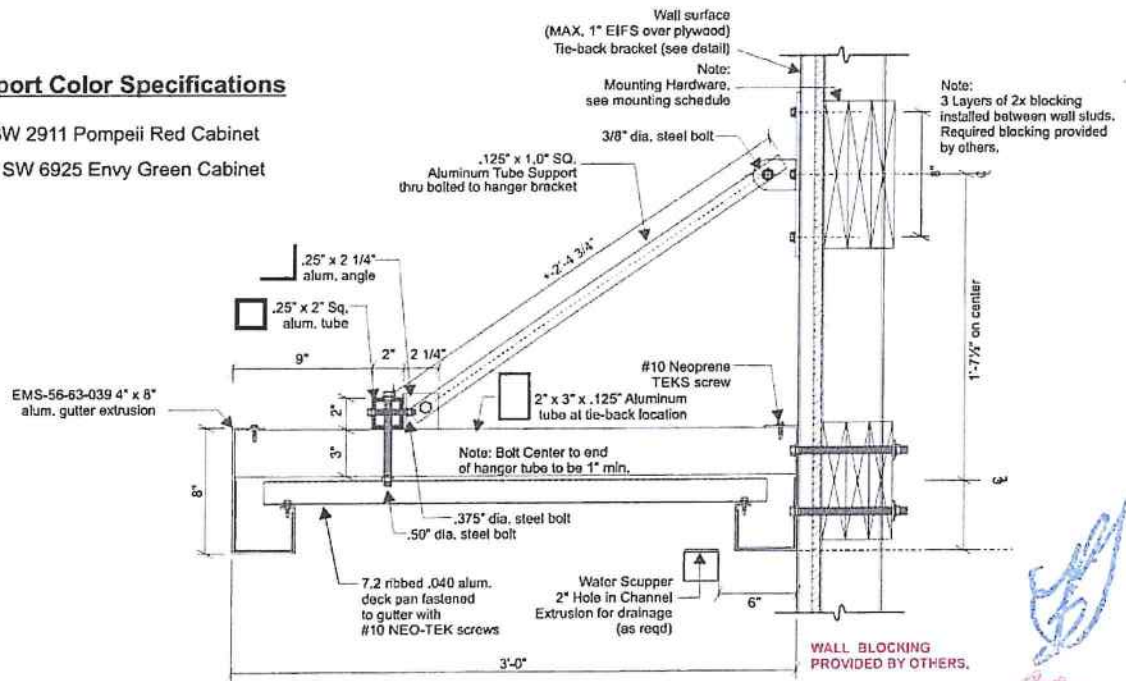


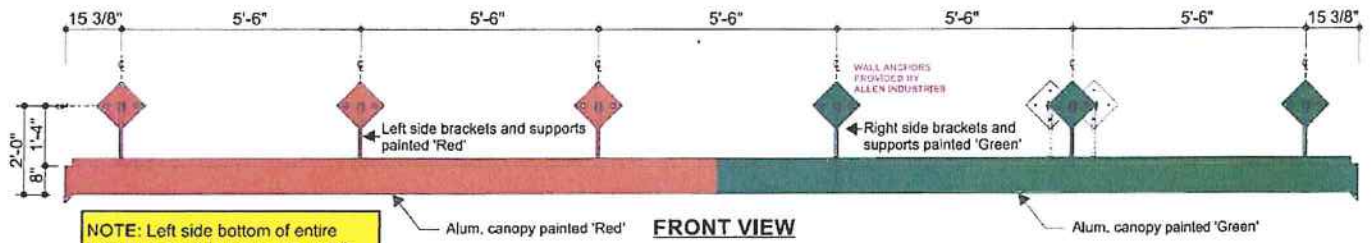
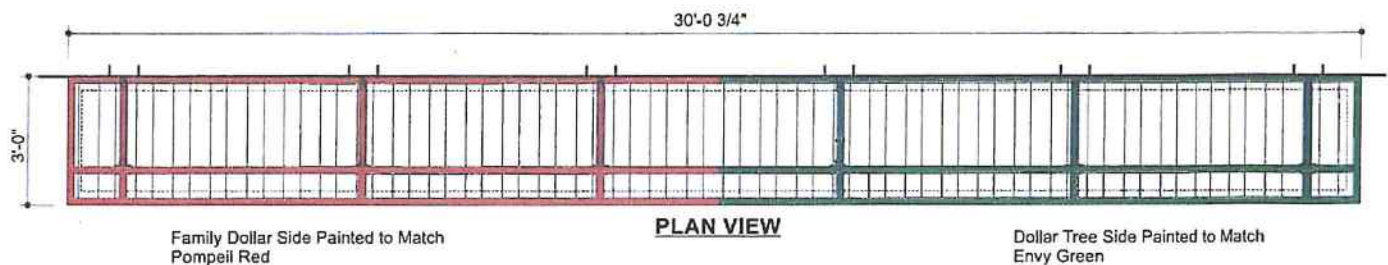
Diamond Shaped Wall Brackets
 .50" thick alum. plate.
 Four (4) wall anchors per plate.



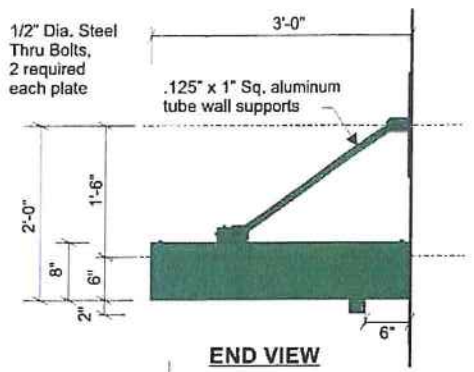
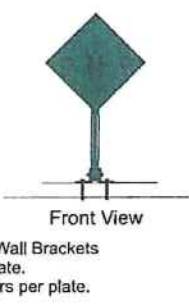
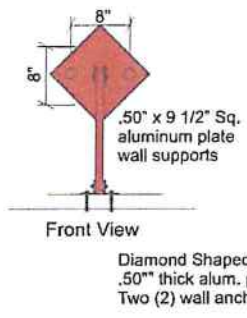
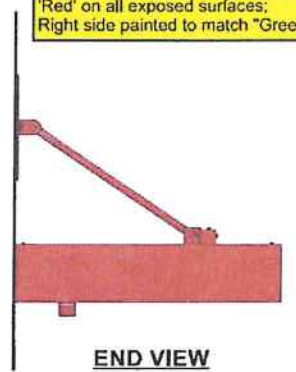
Cabinet & Support Color Specifications

- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet



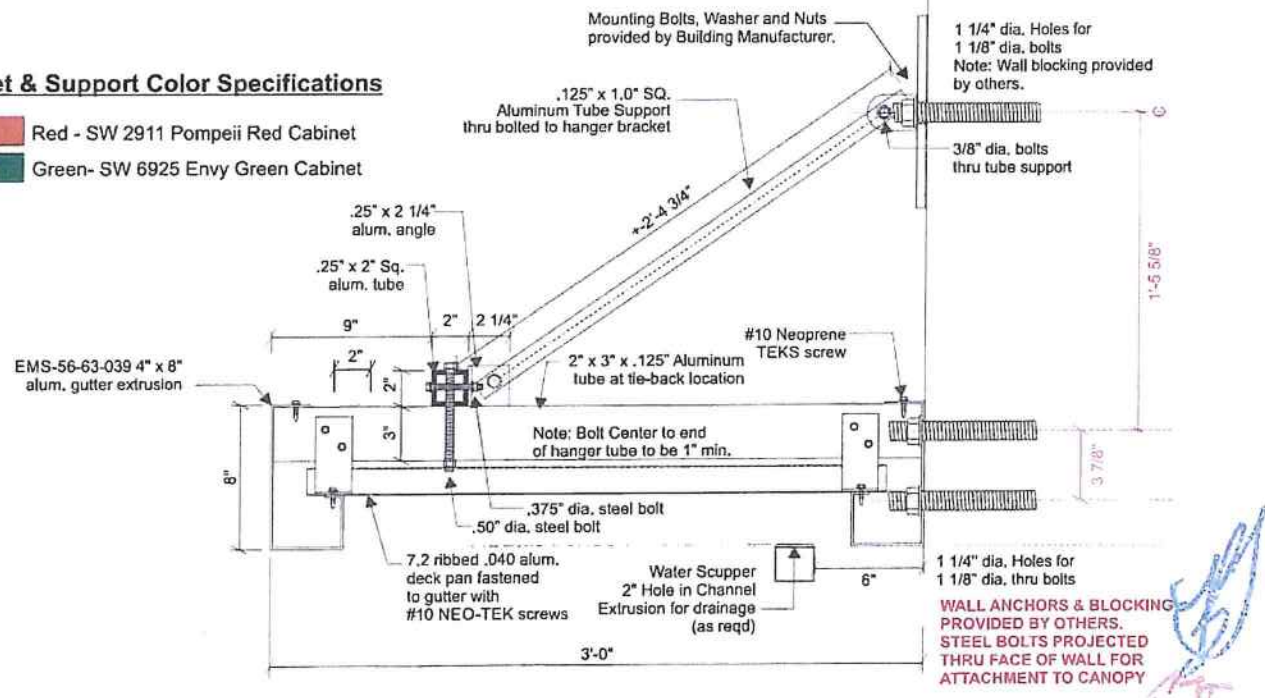


NOTE: Left side bottom of entire canopy assembly painted to match 'Red' on all exposed surfaces; Right side painted to match 'Green'



Cabinet & Support Color Specifications

- Red - SW 2911 Pompeii Red Cabinet
- Green- SW 6925 Envy Green Cabinet



STATE OF VIRGINIA

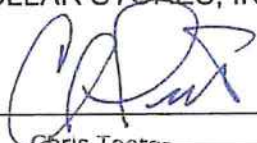
GUARANTY

CITY OF CHESAPEAKE

On the date hereof, FAMILY DOLLAR STORES OF COLORADO, LLC ("Tenant") has entered into a lease with LANDMARK COMMERCIAL REAL ESTATE, INC. ("Landlord") for premises situated on the southwest corner of Central Avenue and Granite Street in the City of Wiggins, County of Morgan, State of Colorado (the "Lease"). The undersigned, Family Dollar Stores, Inc., a Delaware corporation, does hereby guarantee the payment of rent and the performance of all other obligations by Tenant as provided in the Lease; provided, however, this Guaranty is expressly conditioned on Family Dollar Stores, Inc., being given all notices (in writing and by Certified Mail, sent to its Corporate Secretary, 500 Volvo Parkway, Chesapeake, Virginia 23320) required to be given to Tenant under the terms of the Lease.

This the 4th day of March, 2022.

FAMILY DOLLAR STORES, INC.

By: 
Name: Chris Teeter
Title: Vice President, Leasing



THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

Real Estate Legal Department
Family Dollar Stores, Inc.
500 Volvo Parkway 1017
Chesapeake, VA 23320

Wiggins, CO
Project #806840

STATE OF COLORADO

SHORT FORM LEASE

COUNTY OF MORGAN

THIS SHORT FORM LEASE AGREEMENT ("Short Form Lease") is made and entered into this 10th day of March, 2022 (the "Effective Date"), by and between LANDMARK COMMERCIAL REAL ESTATE, INC., a Kansas corporation ("Landlord"), and FAMILY DOLLAR STORES OF COLORADO, LLC, a Virginia limited liability company ("Tenant").

WITNESSETH:

In consideration of the covenants set forth in this Short Form Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord the property, building and other improvements described below that are situated on the southwest corner of Central Avenue and Granite Street in the City of Wiggins, County of Morgan, State of Colorado. The property fronts approximately 425 feet on Central Avenue and extends approximately 140 feet along Granite Street as shown on Exhibit A Site Plan. Landlord will construct a building that contains approximately 10,500 (roughly 92' x 114') square feet and the paved, marked, lighted parking, service and access areas shown on Exhibit A - Site Plan. The property, building and other improvements are the "Demised Premises." The Demised Premises are described on Exhibit B - Legal Description.


Tenant will have and hold the Demised Premises for an initial term ending on last day of the month containing the tenth anniversary of the rent commencement date (as defined in the Lease), upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for five (5) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Demised Premises.

Landlord's Address:
LANDMARK COMMERCIAL REAL ESTATE
156 North Emporia
Wichita, KS 67202

Tenant's Address:
FAMILY DOLLAR
Attn: Lease Administration Department
500 Volvo Parkway
Chesapeake, VA 23320

LANDLORD

LANDMARK COMMERCIAL REAL ESTATE, INC.
a Kansas corporation

By: 
Name: Bradley R. Saville
Title: President

STATE OF KANSAS

NOTARY

COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me, a Notary Public, this 10th day of March, 2022, by Bradley R. Saville, the President of Landmark Commercial Real Estate, Inc.


Notary Public

My Commission Expires: 12/23/2024



TENANT

FAMILY DOLLAR STORES OF COLORADO, LLC
a Virginia limited liability company

By: 
Name: _____
Title: Chris Teeter
Vice President, Leasing

COMMONWEALTH OF VIRGINIA

NOTARY

CITY OF CHESAPEAKE

The foregoing instrument was acknowledged before me, a Notary Public, this 4th day of March, 2022, by Chris Teeter, the Vice President of Family Dollar Stores of Colorado, LLC.


Notary Public

My Commission Expires: 10/31/2024



Wiggins, CO
Project #806840

EXHIBIT A TO SHORT FORM LEASE

SITE PLAN

[FOLLOWS]

EXHIBIT B TO SHORT FORM LEASE

LEGAL DESCRIPTION

[LANDLORD TO INSERT]

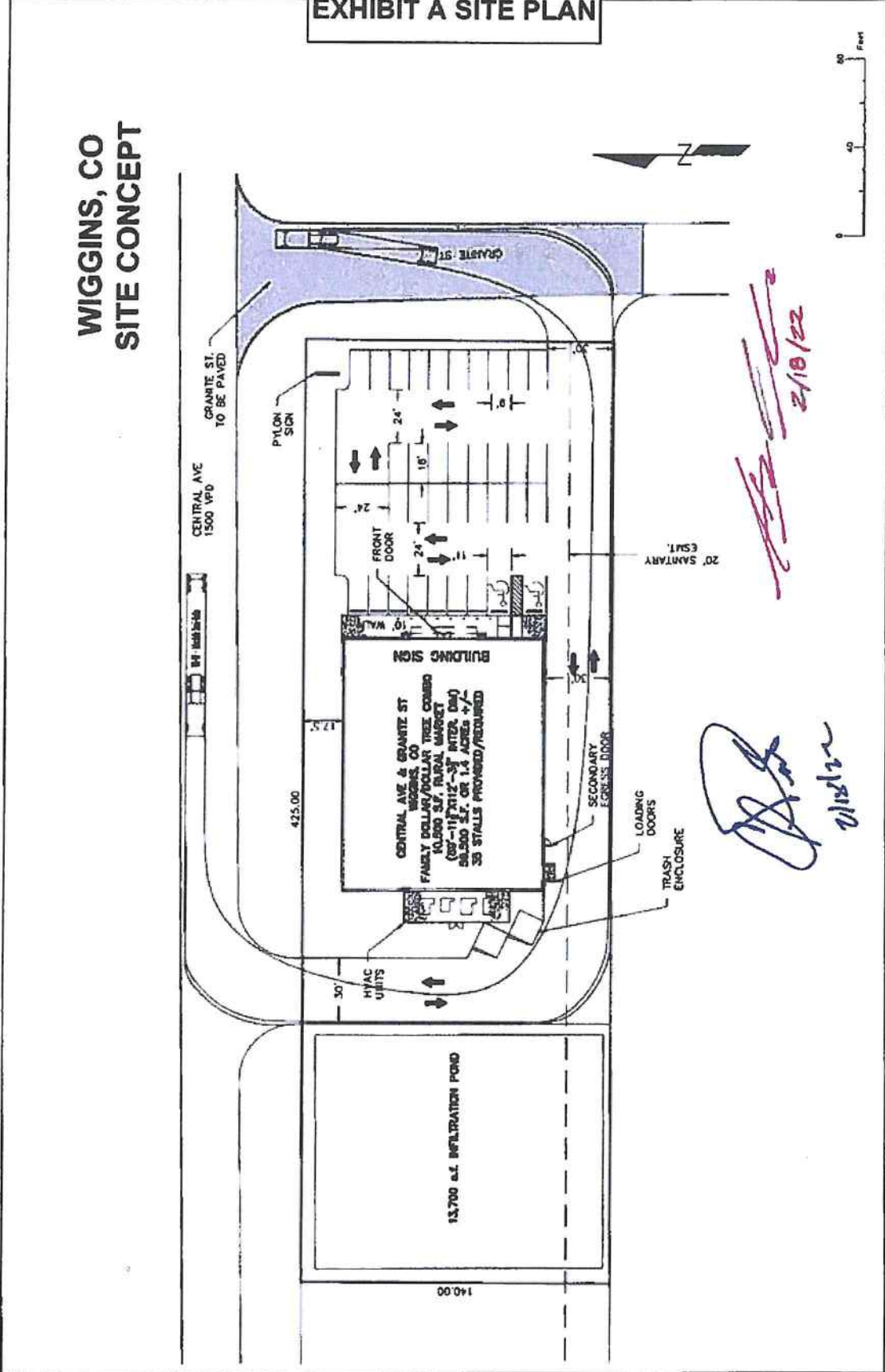
Exhibit B

Legal Description

The east 425 feet of Lot 1, Busch Minor Subdivision, according to the recorded plat thereof, Morgan County, Colorado, being a part of the NE ¼ of Section 15, Township 3 North, Range 60 West of the 6th P.M., Morgan County, Colorado.

EXHIBIT A SITE PLAN

**WIGGINS, CO
SITE CONCEPT**



[Handwritten signature]
2/18/22

[Handwritten signature]
2/18/22



December 11, 2023

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Family Dollar Store #33388**
 700 W. Central Avenue
 Wiggins, CO 80631

Applicant: Family Dollar Stores of Colorado, LLC
 Purpose: Application for a NEW Retail Fermented Malt Beverage and Wine Off-Premises License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Family Dollar Store #33388 being granted a NEW Retail Fermented Malt Beverage and Wine Off-Premises License indicated by checking the "Favor – YES" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

The results were as follows:

IN FAVOR OF LICENSE "YES"		OPPOSED TO LICENSE "NO"		<u>TOTAL SIGNATURES</u>
90%	81	10%	9	90

Percentages in this report have been rounded to the nearest whole number.

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	93%	14	7%	1	15
Residential Survey Results	89%	67	11%	8	75

	BUSINESS	RESIDENTIAL	TOTAL
No Response	8	145	153
Declined to Participate	3	15	18
Not Qualified to Sign	11	12	23
Disqualified	0	0	0
"No" Signatures	1	8	9
"Yes" Signatures	14	67	81
TOTAL CONTACTS & ATTEMPTS	37	247	284

SURVEY STATISTICS

- >Number of Businesses and Residents Contacted: 284 Attempts – 153 No Response = 131
- >Business Survey Participation Rate: 15 Signatures/ 18 Qualified Contacts = 83%
- >Residential Survey Participation Rate: 75 Signatures/ 90 Qualified Contacts = 83%
- >Percentage of Residents Home During Survey: 102 Contacts/ 247 Attempts = 41%

REASONS FOR DECLINING TO PARTICIPATE		REASONS FOR OPPOSITION SIGNATURES	
Not Interested	8	No Reason	7
Too Busy	5	AGAINST ALCOHOL	1
Do Not Sign any Petitions/Surveys	4	RELIGION	1
<u>Against Company Policy</u>	<u>1</u>	Total	9
Total	18		
NOT QUALIFIED TO SIGN			
Owner / Manager Unavailable	11		
No English Spoken or Read	5		
Under 21	4		
<u>Non-Resident</u>	<u>3</u>		
Total	23		

Reasons for opposition in **BOLD** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

FAVOR "YES"	OPPOSE "NO"	TOTAL
92%	8%	88
81	7	

PETITION METHODOLOGY

- Survey Dates and Times:

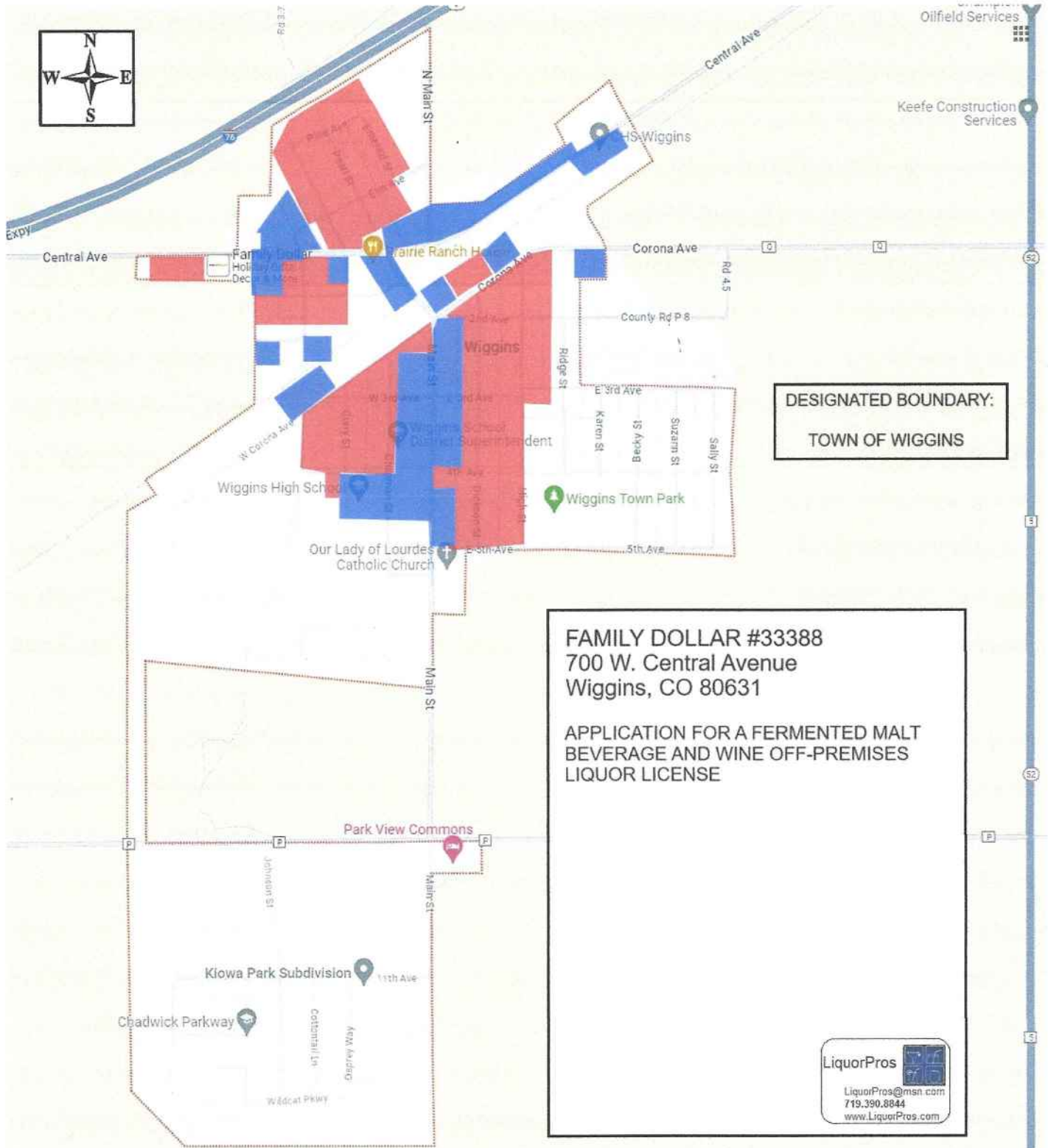
Business/Residential:	Friday	December 8, 2023	9:00 am – 2:00 pm
Residential:	Sunday	December 12, 2023	10:00 am – 3:30 pm

- Survey Areas: All contacts and attempts were within the defined survey boundary area. Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see the attached map.
- Circulators of the Survey: There was one circulator in this survey and one driver. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in their approach to residents and businesspeople. The circulator had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulator used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. After the survey, the circulator signed notarized affidavits of circulation. All packets were filed with Wiggins’s Town Clerks office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC



**DESIGNATED BOUNDARY:
TOWN OF WIGGINS**

FAMILY DOLLAR #33388
700 W. Central Avenue
Wiggins, CO 80631

APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE OFF-PREMISES LIQUOR LICENSE

LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

MAP CREATED USING GOOGLE MAPS WEBSITE ON 12/7/2023

SURVEY RESULTS:

BUSINESS AREAS COVERED IN SURVEY

RESIDENTIAL AREAS COVERED IN SURVEY

SURVEY DATES:

DECEMBER 8 & 10 ,2023

BUSINESS PETITION TO THE TOWN OF WIGGINS LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing Clerk at: 970.483.6161.**

Applicant: Family Dollar Stores of Colorado, LLC
 d/b/a: **FAMILY DOLLAR #33388**
 Address: 700 W. Central Avenue, Wiggins, CO 80631
 Application for a **NEW Retail Fermented Malt Beverage and Wine Off-Premises License**

A **Public Hearing** on this matter will be held before the Board of Trustee Liquor Licensing Authority, on **Wednesday, December 13th, 2023, at 7:00 pm** in the **Wiggins Town Hall, 304 E. Central Avenue, Wiggins, Colorado**

WebX -log in townofwiggins.colorado.gov / click on government then [Board of Trustees](#) scroll down to [Trustee Live Meetings](#) on left side you will see "Regular Meeting" direct link.

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area (**Please see attached map**).
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures.

PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
	Signature	Business Address				
12/08 2023	Sheila Brown	Wiggins Tax & Realty, Inc 614 Central Ave	67		X	Opposed <u>Owner</u> Manager
12/08 2023	Cesar Hernandez	Mariana's Mexican Rest 612 Central Ave	21	X		Owner <u>Manager</u>
12/8 23	Helen Anderson	Beegs Chuck 504 Central	73	X		Owner <u>Manager</u>
12/8 23	Steven Boer	Beer Factory LLC 506 Central Avenue	61	✓		<u>Owner</u> Manager
12/8 2023	Just Westover	J4Style 107 Pearl St.	42	✓		<u>Owner</u> 102 Manager

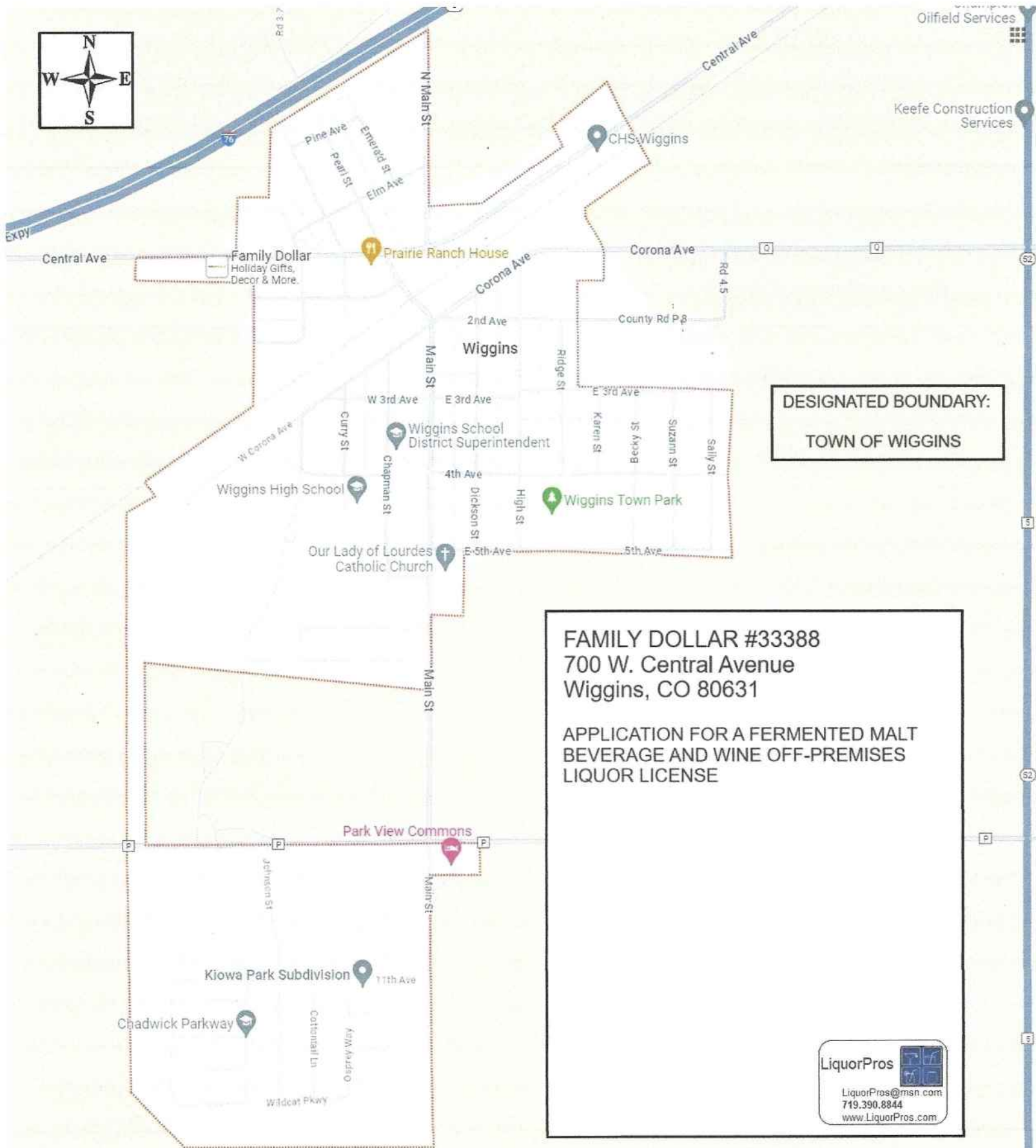
Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name	Business Name	Age	Favor YES X	Oppose NO X	Reason	
	Signature	Business Address				Circle Owner or Manager	
12/8/23	Debra Gosz	High Plains Bank	59	X		Owner	Manager
	<i>[Signature]</i>	401 Central Ave Wiggins					
12/8/23	Becky Hansen	CHS	57	X		Owner	Manager
	<i>[Signature]</i>	114 Central, Wiggins					
12/8/23	Juan Mota	Xtreme LLC	39	✓		Owner	Manager
	<i>[Signature]</i>	107 Central Ave					
12/8/23	GLENN L. NEA	105 CENTRAL AVE	42	✓		Owner	Manager
	<i>[Signature]</i>	Wiggins					
12/8/23	Tim Conly	301 Central Av	47	✓		Owner	Manager
	<i>[Signature]</i>	Paint Shop 76					
12/8/23	JIM TIMLINSON	COLORAD CUSTOM	59	✓		Owner	Manager
	<i>[Signature]</i>	305 CENTRAL AVE					
12/8/23	Allen Steffen	Steffen Auto	49	X		Owner	Manager
	<i>[Signature]</i>	104 N main st.					
12/8/23	Tiffany Beddard	Colorad Land CO	40	X		Owner	Manager
	<i>[Signature]</i>	221 Main St.					
12/8/23	Jim Reich	J+S enterprises	65	X		Owner	Manager
	<i>[Signature]</i>	230 Main					
12/8/23	Matt Olarik	Country Hardware	40	X		Owner	Manager
	<i>[Signature]</i>	218 Main St					
						Owner	Manager
						Owner	Manager
						Owner	Manager
						Owner	Manager



Oilfield Services

Keefe Construction Services



**DESIGNATED BOUNDARY:
TOWN OF WIGGINS**

FAMILY DOLLAR #33388
700 W. Central Avenue
Wiggins, CO 80631

APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE OFF-PREMISES LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberly M. Robb, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

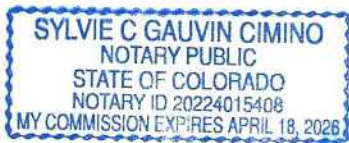
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberly M. Robb
Signature of Circulator

State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 11th day of December, 2023.



Sylvie C. Gauvin Cimino
Notary Public

My Commission expires: April 18, 2026

RESIDENTIAL PETITION TO THE TOWN OF WIGGINS LIQUOR LICENSING AUTHORITY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood in accordance with the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the Licensing Clerk at: 970.483.6161.**

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PETITION ISSUE: If you **SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **Favor "YES"**.

If you **DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO"**.

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/8/23	<i>Reyna Kendall</i>	602 Central Ave #12	39	RL NO	X	We no drink
12/8/2023	<i>Shannon Lynch</i> <i>Shannon Lynch</i>	511 W. 2nd Ave	54	X		
12/18/23	<i>Alvaro Marquez</i>	609 Central Ave	41	X	NO	
12-8-23	<i>Yesenia Jaquez Estrada</i> <i>Yesenia Jaquez</i>	602 W. Central Ave #22	38	X		
12/8/23	<i>Kristal Cruz</i> <i>Kristal Cruz</i>	502 W. 2nd Ave Wiggins	34	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/8/23	Maria Renteria <i>[Signature]</i>	202 Granite St	49	X		
12/8/23	E Ullou <i>[Signature]</i>	101 N. Jasper	56		X	Jewish
12.8 2023	Florence Barnett <i>[Signature]</i> ↓	105 Jasper	92		X	
12/8/23	Jose A Saldana <i>[Signature]</i>	Jose A Saldana 206 Agate	63	si		
12/8/23	Dominica LEON <i>[Signature]</i>	212 Agate St	78	X		
12/8/23	MARGARITO LEON <i>[Signature]</i>	212 AGATE ST	81	✓		
12/8/23	Lina Sorez <i>[Signature]</i>	209 Jasper	78	X		
12/8/23	Maria Collier <i>[Signature]</i>	205 Jasper St	102	✓		
12/8/23	Peggy Christian <i>[Signature]</i>	307 Pine Avenue	62	✓		
12/8/23	Tim Masek <i>[Signature]</i>	307 Pine Avenue	59	✓		
12/8/23	JENN Krib <i>[Signature]</i>	216 Pearl St	38	✓		
12/8/23	Kerrie Rowe <i>[Signature]</i>	210 Pearl St	30	✓		
12/8/23	Jackie Gray <i>[Signature]</i>	211 Pearl ST	72	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/8/23	Timothy M. Riddell Timmy Riddell	106 Pearl Street	31	X		competition is good
12/8 2023	Sara Riddell Sara Riddell	106 Pearl St	28	X		Availability
12-8 2023	Jane Westover Jane Westover	102 Pearl St.	42	X		
12/8/23	Rodgers Kanani Bukerani	100 Asper St	61	✓		
12/10/23	Tanner Will Tanner Will	812 Central ave	24	X TW	X	
12/10/23	Felix Calderon Felix Calderon	211 main st apt 2	29	X		
Dec 10/23	Joel Swank Joel Swank	105 W. 3rd Ave	41	X		
12/10/23	Natalie Gray Natalie B Gray	205 W. Cerena Ave	44	X		
12/10/23	Eugene Walter Eugene Walter	209 Chapman St	78	X		
12/10/23	Raul Barrera Raul Barrera	307 Chapman St	57	X		
12/10/23	Dave Bell Dave Bell	309 Chapman St	34	X		
12-10-23	Dixie E. Lynch Dixie E. Lynch	309 Chapman	47	X		
12/10/23	Jessica Terbonne Jessica Terbonne	311 Chapman St. Wiggins, C.	44	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/10/23	GARET FERREBONNE <i>Garet Ferrebonne</i>	311 Chapman St. Wiggins	44	X		
12/10/23	Bob Palmer Bob Palmer	302 Curry	79	X		
12/10/23	Sharon Palmer Sharon Palmer	302 Curry St	73	X		
12/10/23	Charlene Robinson Charlene Robinson	208 W 3rd	81	✓		
12/10/23	BEAU WARREN Beau Ward	205 W 3rd	63	X		
12/10/23	Jon Carns <i>Jon Carns</i>	308 main st	35	✓		
12/10/23	Manuel Garcia <i>Manuel Garcia</i>	314 Mains	37	✓		
12/10/23	Letjic Garcia <i>Letjic Garcia</i>	314 main st	33	X		
12/10/23	Steen Anderson <i>Steen Anderson</i>	101 4th Ave	48	X		
12/10/23	Helena Anderson Helena Anderson	101 4th Ave	73	X		
12/10/23	Angela Leist Angela Leist	105 4th Ave	48	X		
12-10-23	James Eric Cannon James Eric Cannon	313 Dickson St Wiggins CO 80854	45	X		
12-10-2023	Jolin H Brunning Jolin H Brunning	313 Dickson St Wiggins Co 80854	58	✓		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11-10 23	Peter Fernandez 	303 Dickson St Wiggins	68	X		
12-10 23	James P. Rubaque James P. Rubaque	303 Dickson St Wiggins, CO 80654	76	X		
12-10 23	Richard Murray Rich Marquez	104 Corona Ave Corona	33	X		
12-10 23	 Dee Watkins	109 Corona Ave	58		X	
12-10 2023	Christine Danford Christine Danford	120 Dickson St Wiggins	40	X		
12-10 23	 Ezekial Mora	120 Dickson St	71	X	X (15)	
12-10 23	Yvonne Garcia Yvonne Garcia	202 Dickson St.	68		X	
12-10 23	Phoster Tannohill Phoster Tannohill	210 Lawson	90	✓		
12-10 23	Angelica Mendez Angelica Mendez	314 Dickson	61	✓		
12-10 2023	Yolanda Morales Yolanda Morales	318 Dickson Wiggins CO	59	✓		
12-10 23	Jose Morales 	318 Dickson St. Wiggins, CO	54	✓		
12-10 23	Corazon Mendez 	320 Dickson St Wiggins CO 80654	29	✓		Dont drink Dont mind
12-10 23	Marta Mendez 	320 Dickson St	41		X	

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/10/23	William Bruns <i>W. Bruns</i>	416 Dickson	53	✓		
12/10/23	Kim Bruns <i>Kim Bruns</i>	416 Dickson	49	✓		
12-10-23	Silvia Herrera <i>Silvia Herrera</i>	408 Dickson St	48	✓		
12/10/23	Phil Petty <i>Phil Petty</i>	418 Dickson St	62	✓		
12/10/23	Jeffrey W Palmer <i>Jeffrey W Palmer</i>	419 High St	45	X		
12/10/23	Vern VanKern <i>Vern VanKern</i>	417 High St	58	X		
12/10/23	Anna M Brooks <i>Anna M Brooks</i>	407 High St	70	X		
12/10/23	MANUEL LEANES <i>Manuel Leanes</i>	403 str	47		X	
12/10/23	Steve Klock <i>Steve Klock</i>	211 4th	44	X		
12/10/23	Barb Chuteau <i>Barb Chuteau</i>	315 High St	82	X		
12/10/23	Paul Salmans <i>Paul Salmans</i>	303 High St	56	X		
12/10/23	Emily Puff <i>Emily Puff</i>	211 3rd Ave	37	X		
12/10/23	KATHLEEN SANDIK <i>Kathleen Sandik</i>	209 High St	63	X		

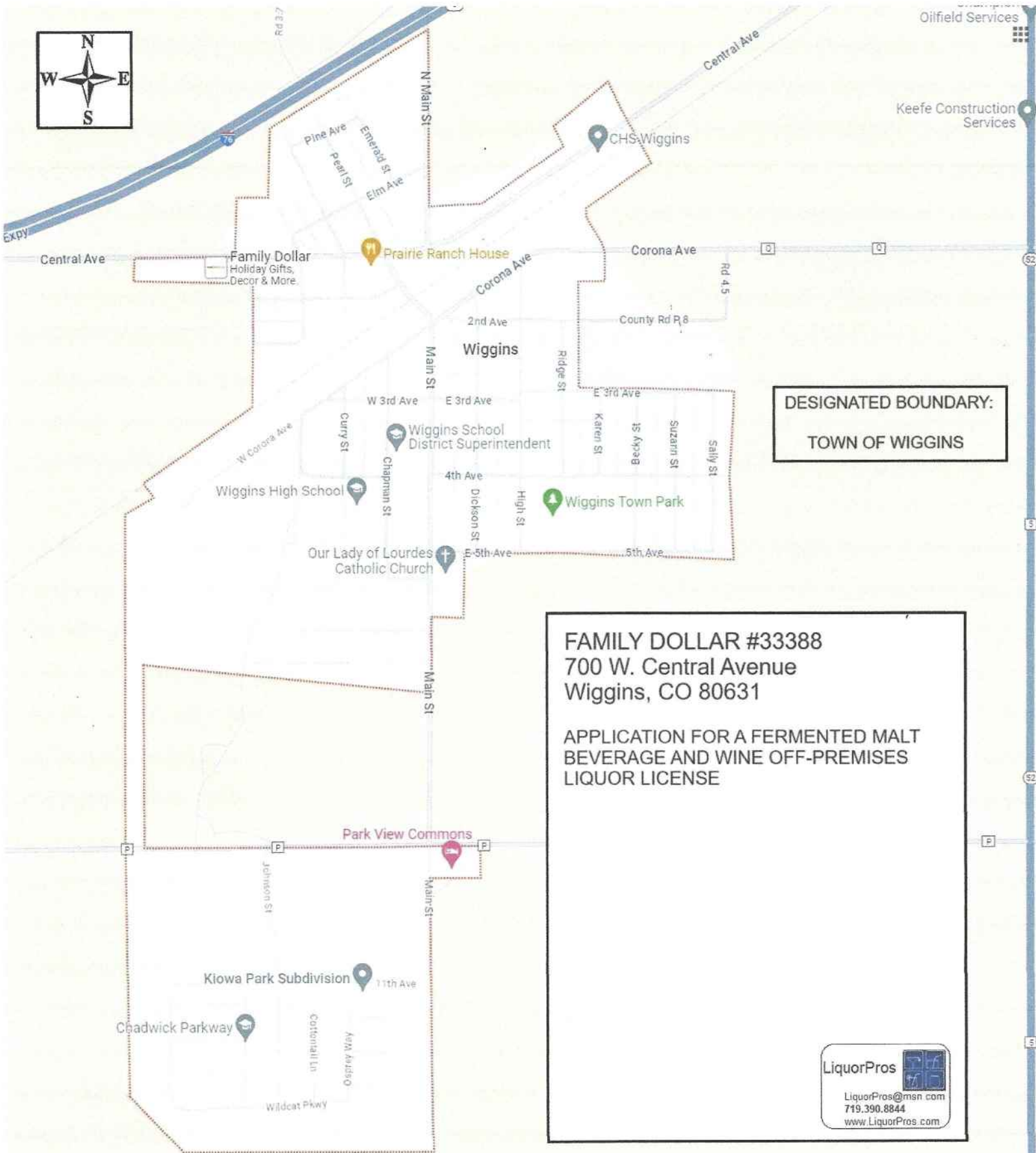
Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name <i>Signature</i>	Street Address	Age	Favor YES X	Oppose NO X	Reason
12/10/23	<i>Matt O'Shea</i>	114 High St	37	X		
12/10/23	Will Long <i>Will Long</i>	116 High St	35	X		
12/10/23	RONALD Saiter <i>Ronald Saiter</i>	202 High St	63	X		
12/10/23	Connie Uhrick <i>Connie Uhrick</i>	214 High St	76	X		
12/10/23	Virginia Bailey <i>Virginia Bailey</i>	302 High St	49	X		



Oilfield Services

Keefe Construction Services



**DESIGNATED BOUNDARY:
TOWN OF WIGGINS**

FAMILY DOLLAR #33388
700 W. Central Avenue
Wiggins, CO 80631

APPLICATION FOR A FERMENTED MALT BEVERAGE AND WINE OFF-PREMISES LIQUOR LICENSE

LiquorPros
 LiquorPros@msn.com
 719.390.8844
 www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberly W Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

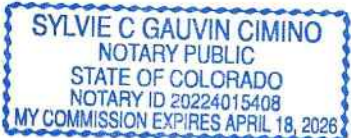
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- each signature thereon is the signature of the person whose name it purports to be
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Kimberly W Bobo
Signature of Circulator

State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 11th day of December, 2023.



[Signature]
Notary Public

My Commission expires: April 18, 2026



STAFF SUMMARY

Board of Trustees Special Meeting Liquor License Authority December 13, 2023

DATE: December 8, 2023

AGENDA ITEM NUMBER: 5

TOPIC: Liquor License Renewal – Stub’s Gas & Oil Inc.

Staff Member Responsible: Nichole Seiber, Town Clerk/Treasurer

BACKGROUND:

Liquor License holders are required to renew their license each year. The process includes Town staff inquiring with the Police Department on if they have encountered any problems at the licensee’s premise related to the liquor license, and the Town Board of Trustees approval of the license renewal acting as the Town’s Liquor License Authority.

SUMMARY:

The Town is in receipt of a renewal for a Liquor License from Stub’s Gas & Oil Inc. Their current license expires on December 28, 2023. Stub’s Gas & Oil Inc. has paid the appropriate fees for the State of Colorado and has been billed by the Town of Wiggins for the processing fee. The Police Department has no cases or issues with this applicant related to the liquor license.

FISCAL IMPACT:

This action has no negative impact on the Town’s adopted budget.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town of Wiggins strives to be responsive to business needs and to follow State Statute by processing licensing request as appropriate.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees can approve the renewal or elect not to approve the renewal.

MOTION FOR APPROVAL:

I make the motion to approve the liquor license renewal for Stub’s Gas & Oil Inc.

ACTION REQUESTED:

Motion, Second, Roll-Call Vote.

(Liquor License Actions require affirmative votes from the majority of the Trustees present.)

Submit to Local Licensing Authority

**STUBS GAS & OIL INC
 PO BOX 309
 Wiggins CO 80654-0309**

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 352.50

Make check payable to: Colorado Department of Revenue. 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 may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name STUBS GAS & OIL INC		Doing Business As Name (DBA) STUBS GAS & OIL INC	
Liquor License # 02-20411-0000	License Type Liquor Store (city)		
Sales Tax License Number [REDACTED]	Expiration Date 12/28/2023	Due Date 11/13/2023	
Business Address 16740 HWY 39 Wiggins CO 80654-8919			Phone Number 3034837867
Mailing Address PO BOX 309 Wiggins CO 80654-0309		Email Stubsgas@Rtebb.net	
Operating Manager Steve Klecka	Date of Birth 3/19/79	Home Address 211 E fourth ave Wiggins, Co 80654	Phone Number 970 483 6583
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, 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"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, 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"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
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.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
<i>Stubs gas oil Dave Klucka</i>	<i>owner</i>	
Signature	Date	
<i>[Signature]</i>	<i>9-25-23</i>	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest