



AGENDA
LOCAL LICENSING AUTHORITY
Thursday, September 17, 2020 – 8:30 A.M.
City Council Chambers – 500 E. Third Street
Loveland, Colorado

ATTENTION: In accordance with state, county and local public health orders, you will be required to wear a face covering and practice social distancing when you appear for the Liquor Licensing Meeting.

1. CONSENT AGENDA

2. REGULAR AGENDA

8:30 a.m. – Modification of Premises

A. East End Ale House

An application for a Permanent Modification of Premises was filed to expand their licensed premise. The premises was posted with a sign advertising the Public Hearing and a notice was published in the Reporter Herald as the law requires.

3. PUBLIC HEARING

9:00 a.m. – NEW LICENSE

A. TownPlace Suites by Marriott

The application was filed for a Lodging and Entertainment License. The neighborhood boundaries were designated as: North – Eisenhower Boulevard, South – 14th Street SW, East – Boise Avenue, West – Duffield Avenue. The premises was posted with a sign advertising the Public Hearing and a notice was published in the Reporter Herald as the law requires.

9:30 a.m. – NEW LICENSE – continued from August 25, 2020 agenda

B. Boise Bar LLC dba Boise Tavern

The application was filed for a Tavern License. The neighborhood boundaries were designated as: North – 29th St.; South – 1st Street; East – Sculpture Drive; and West – Lincoln Ave. The premises was posted with a sign advertising the Public Hearing and a notice was published in the Reporter Herald as the law requires.

4. STAFF REPORT

5. ADJOURN

The next regularly scheduled Local Licensing Authority Meeting will be held on Thursday October 22, 2020 at 8:30 AM, in the City Council Chambers.

NOTICE OF NON-DISCRIMINATION

It is the policy of the City of Loveland to provide equal services, programs and activities without regard to race, color, national origin, creed, religion, sex, disability, or age and without regard to the exercise of rights guaranteed by state or federal law. It is the policy of the City of Loveland to provide language access services at no charge to populations of persons with limited English proficiency (LEP) and persons with a disability who are served by the City.

For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at TitleSix@cityofloveland.org or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at adacoordinator@cityofloveland.org or 970-962-3319.

NOTIFICACIÓN EN CONTRA D E LA DISCRIMINACIÓN

La política de la Ciudad de Loveland es proveer servicios, programas y actividades iguales sin importar la raza, color, origen nacional, credo, religión, sexo, discapacidad, o edad y sin importar el uso de los derechos garantizados por la ley estatal o federal. La política de la Ciudad de Loveland es proveer servicios gratis de acceso de lenguaje a la población de personas con dominio limitado del inglés (LEP, por sus iniciales en inglés) y a las personas con discapacidades quienes reciben servicios de la ciudad.

Si desea recibir más información en contra de la discriminación o si desea ayuda de traducción, por favor comuníquese con el Coordinador del Título VI de la Ciudad en TitleSix@cityofloveland.org al 970-962-2372. La Ciudad hará acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Americanos con Discapacidades (ADA, por sus iniciales en inglés). Si desea más información acerca de la ADA o acerca de las acomodaciones, por favor comuníquese con el Coordinador de ADA de la Ciudad en adacoordinator@cityofloveland.org o al 970-962-3319.

Title VI and ADA Grievance Policy and Procedures can be located on the City of Loveland website at: cityofloveland.org/

RECEIVED

AUG 31 2020

CITY CLERKS OFFICE
 LOVELAND, CO

Permit Application and Report of Changes

Current License Number 03-11816

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ _____

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		Present License Number <u>03-11816</u>
2. Name of Licensee <u>Colorado Ale House LLC</u>	3. Trade Name <u>East End Ale House</u>	
4. Location Address <u>422 E 4th St</u>		
City <u>Loveland</u>	County <u>Larimer</u>	ZIP <u>80537</u>

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

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u> <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	

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

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

Instruction Sheet

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

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☒ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- ④ **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>permanently expanding into the adjacent unit.</u></p> <p>_____ _____</p> <p><i>N/A</i> (b) If the modification is temporary, when will the proposed change: <i>N/A</i></p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><i>N/A</i> (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? <i>N/A</i> Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p><input checked="" type="checkbox"/> (g) Attach any existing lease that is revised due to the modification.</p> <p><i>N/A</i> (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions. <i>N/A</i></p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant

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

Signature <i>[Signature]</i>	Title <i>Managing Member/Owner</i>	Date <i>8/31/20</i>
---------------------------------	---------------------------------------	------------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature <i>[Signature]</i>	Title <i>Asst City Clerk</i>
	Date <i>8/31/20</i>

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature <i>[Signature]</i>	Title	Date
---------------------------------	-------	------

AFFIDAVIT OF POSTING


Date of posting: 9-1-20

To Loveland Liquor Licensing Authority:

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, Colorado Ale House, LLC, DBA East End Ale House posted a Notice of Public Hearing poster on the premises at 256 East 2nd St., Loveland, Colorado, on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **September 17, 2020 at 8:30 a.m.** on an application for a Permeant Modification of Premises, Tavern License to serve alcoholic beverages by the drink for consumption on the premises.

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

Jesse Starke Managing Member/Owner
Printed Name and Title of Person Posting

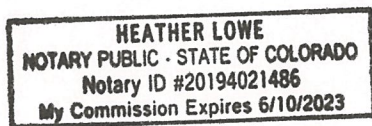

Signature of person posting

STATE OF COLORADO)
) ss
COUNTY OF Larimer)

Subscribed and sworn before me, this 1st day of September, 2020. By the person known to me, to be Jesse Starke.

My commission expires:

6/10/2023



SEAL


Notary Public

NOTICE

**PURSUANT TO THE LIQUOR
LAWS OF COLORADO**

**Colorado Ale House LLC, DBA East End
Ale House**

**HAS REQUESTED THE LICENSING
OFFICIALS OF LOVELAND TO GRANT A:
TAVERN, PERMANENT MODIFICATION OF
PREMISES**

AT: 422 E 4th St Colorado, CO 80537

**HEARING ON APPLICATION TO BE HELD AT:
500 EAST THIRD STREET
LOVELAND, CO 80537**

**TIME & DATE: September 17, 2020 @ 8:30
A.M.**

DATE OF APPLICATION: May 29, 2020

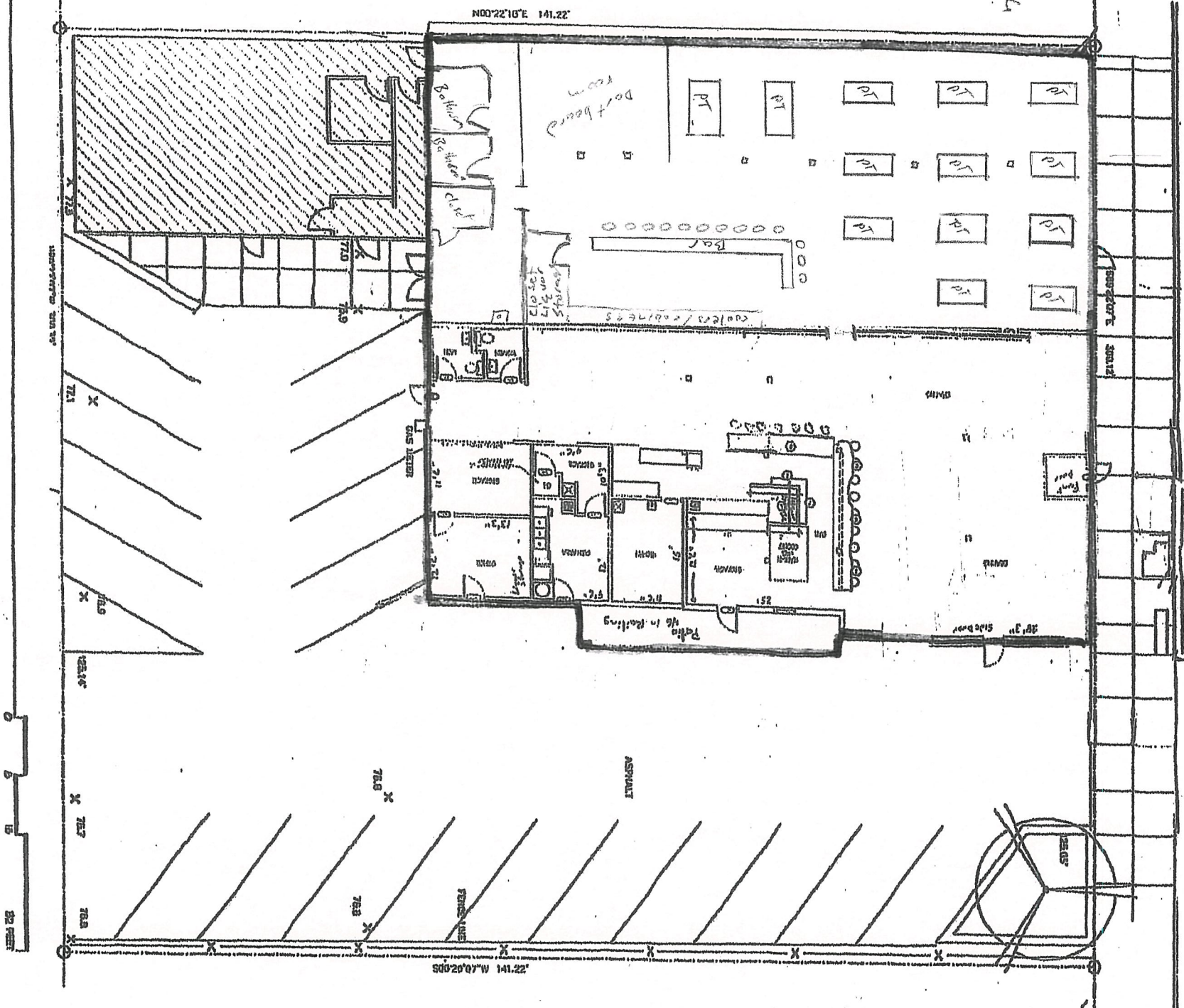
**Principal: Jesse Starke 422 E 4th St
Loveland, CO 80537**

**Petition filing deadline 5 p.m. on September 10,
2020**

EAST 4TH STREET



EAST 4TH STREET



LEASE AGREEMENT

THIS LEASE AGREEMENT, signed by the parties on August 8th, 2020 is made by
Dimitrios Katopodis of 418-422 E 4th Street ("Landlord"), and
Jesse Starke a *Managing Member* of
Colorado Ale House LLC ("Tenant").

1. **Definitions.** In this Lease, capitalized words or phrases defined below shall have the meanings indicated:

- A. "Area" shall mean the land commonly known as 418 E 4th Street, Loveland, Colorado. The Area includes the Leased Premises and any Common Areas,
- B. "Common Areas" shall mean all entrances, exits, driveways, curbs, walkways, parking areas, landscaped areas, and like areas or facilities which are located in the Area that Landlord has designated as available for Tenant's nonexclusive use.
- C. "Leased Premises" shall mean the space known as 418 E 4th Street, Loveland, Colorado, consisting of approximately 3556 square feet. The address of the Leased Premises shall be:

418 E 4th Street, Loveland, Colorado.

1. **Term/Option to Extend.**

A. The term of this Lease shall be 31 months.

B. Tenant shall have one (1) option to extend this Lease for one (1) successive four (4) year term. To exercise such option, Tenant must not be in default hereunder and must give written notice of such exercise to Landlord no later than one hundred twenty (120) days prior to the expiration of the Lease term. The option periods shall be under the same terms and conditions of this Lease, except for the rental rate shall be as set forth in Section 4A below.

1. **Utilities.** Tenants shall be solely responsible for and promptly pay all charges for heat, water, gas, electric, sewer service and any other utility service used or consumed on the Leased Premises. If Tenant is responsible for any utility that is also shared with other tenants or users, or is billed through Landlord, Tenant shall, within ten (10) days from presentation of the statement for Tenant's pro-ration of such utility service, pay to Landlord, as additional rent under the terms hereof, the full amount of said statement if it represents utility service furnished to the Leased Premises. The pro-ration of utility services shall be based upon the square footage of the service area or a percentage mutually agreed upon by Landlord and Tenant. Landlord and Tenant shall review any proration of utilities at the end of the first year of occupancy, at which

time Landlord shall determine if the present percentage of said total utilities is equitable in relation to the use of total services by all Tenants and adjust such percentage if necessary. In no event shall Landlord be liable for any interruption or failure in the supply of any such utility to the Area or Leased Premises. If any utility company supplying serving the Area or Leased Premises determines that an additional service, impact fee, and/or assessment, or any other type of payment or penalty is necessary due to Tenant's use and occupancy of the Building, nature of operation and/or consumption of utilities, said expense shall be borne solely by Tenant. Said expense shall be paid promptly, and any repairs or modifications requested by the utility company shall be performed by Tenant immediately and without any delay.

1. **Rent.** Tenant shall pay the following rent for the Leased Premises:

A. **Base Monthly Rent.** Tenant shall pay the following Base Monthly Rent to Landlord, without notice and without deduction or setoff, at the address of Landlord as herein set forth, in advance on the first day of each month during the term hereof.

Time Period	Monthly Base Rent	Monthly NNN Rent	Total Monthly Rent
September 2020	\$0	\$0	\$0
January 2021	\$1,400.00	\$1,600.00	\$3,000.00
March 2021	\$2,300.00	\$1,600.00	\$3,900.00
March 2022	\$2,400.00	\$1,600.00	\$4,000.00

B. Tenant shall pay as additional rent during the Term of the Lease, the Tenant's Pro Rata Share of real estate taxes, insurance, and common area maintenance per Paragraphs 10, 11, and 15 herein. Such Triple Net Expenses are estimated to be \$4.58 per square foot per month for the first lease year. Tenant shall pay such expenses during the free base rent period. Landlord's overhead, management and administrative fees will not exceed 10% of the total common area expenses, excluding taxes, insurance, utilities and capital expenditures, during any year. Common area expenses (excluding taxes, insurance, and utilities) for any year shall not increase by more than 5% over the prior year's expenses.

1. **Security Deposit.** Security Deposit shall be Three Thousand Nine Hundred Dollars and no cents (\$3900.00).

1. **Use.**

A. **Use of Premises.** Tenant shall use and occupy the Leased Premises for the operation of a Pool Hall & Bar. Tenant shall not allow any accumulation of trash or debris on the Leased Premises or within any portion of the Area. No material may be stored outside the Leased Premises, unless first approved by Landlord in writing, and then in only such areas as Landlord so designates. Tenant shall not commit or suffer any waste on the Leased Premises nor shall Tenant permit any nuisance to be maintained on the Leased Premises or permit any

disorderly conduct or other activity having a tendency to annoy or disturb any occupants of any part of the Area or any adjoining property. No auction sale, sidewalk sale, or "going out of business" sale may be held in the Leased Premises without the Landlord's prior, written consent.

- B. **Exclusive Use:** Landlord shall not sell, lease, sublease or otherwise operate or permit to operate on any out parcel or in line space a fast casual or take out restaurant engaged primarily in the sale of or specializing in the sale of smoothies or wraps similar to that found on Tenant's menu.

1. **Laws and Regulations.** Tenant shall, at its sole cost and expense, comply with all laws and regulations of any governmental entity, board, commission or agency having jurisdiction over the Leased Premises. Tenant agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof.

1. **Landlord's Rules and Regulations.** Landlord reserves the right to adopt and promulgate rules and regulations applicable to the Leased Premises and from time to time amend or supplement said rules or regulations. Notice of such rules and regulations and amendments and supplements thereto shall be given to Tenant, and Tenant agree to comply with and observe such rules and regulations and amendments and supplements thereto provided that the same apply uniformly to all tenants of Landlord in the Area.

1. **Control of Common Areas.** All Common Areas at all times be subject to the exclusive control and management of Landlord.

1. **Taxes.**

A. **Real Property Taxes and Assessments.** Tenant shall pay to Landlord on the first day of each month, one-twelfth of Tenant's Pro rata Share of all real estate taxes and special assessments, as additional rent. If the first and last years of the Lease Term are not calendar years, the obligations of Tenant hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect. If during a lease year, Landlord receives information that the real property taxes are to be increased or decreased significantly, Landlord shall have the right, not the obligation to notify Tenant and to adjust the monthly payments accordingly, commencing with the first such monthly payment after such notice. Landlord shall each year determine Tenant's Pro Rata Share of taxes and assessments for the prior year. If Tenant has paid less than Tenant's Pro Rata Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Base Monthly Rent; if Tenant has paid in excess of Tenant's Pro Rata Share for the prior year, Landlord shall forthwith refund said excess to Tenant.

C. **Personal Property Taxes.** Tenant shall be responsible for, and shall pay promptly when due, any and all taxes and assessments levied or assessed

against any furniture, fixtures, equipment and items of a similar nature that Tenant installs or locates in or about the Leased Premises.

- D. **Rent Tax.** If a special tax, charge or assessment is imposed or levied upon the rents paid or payable hereunder or upon the right of Landlord to receive rents hereunder (other than to the extent that such rents are included as a part of Landlord's income for the purpose of an income tax), Tenant shall reimburse Landlord for the amount of such tax within fifteen (15) days after Landlord makes demand therefor upon Tenant.

1. **Insurance.**

A. **Landlord.** Landlord shall procure and maintain such fire and casualty, loss of rents and liability insurance for the Area and the Building as it deems proper and appropriate from time to time. Such insurance shall not cover any of Tenant's property, and Tenant shall have no interest in any of the proceeds of such insurance. Landlord shall not be required to procure any insurance for Tenant's benefit.

B. **Tenant's Insurance.** Tenant shall, at its sole cost and expense, insure on a full replacement cost basis all of Tenant's property located in the Leased Premises, including inventory, fixtures, leasehold improvements and contents, against loss resulting from fire or other casualty. Tenant shall procure, pay for, and maintain comprehensive public liability insurance providing coverage from and against any loss or damage occasioned by an accident or casualty on, about or adjacent to the Leased Premises. Said liability policy shall be written on an "occurrence basis" with limits of not less than \$3,000,000 bodily injury liability coverage and \$1,000,000 property damage liability coverage. Certificates for such insurance shall be delivered to Landlord and shall provide that said insurance shall not be changed, modified, reduced or cancelled without thirty (30) days' prior written notice to Landlord. Landlord shall be named as a coinsured on all of Tenant's insurance policies hereunder.

C. **Tenant's Share of Landlord Insurance.** Tenant shall pay Tenant's Pro Rata Share of the cost of insurance secured by Landlord pursuant to subparagraph 11A. Payment shall be made on the first day of each month as additional rent. Such Pro Rata Share shall be subject to change from time to time, as and when the cost of such insurance increases or decreases, or Tenant's Pro Rata Share changes.

D. **Mutual Subrogation Waiver.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the Leased Premises, Buildings or other improvements thereon or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other or as against Landlord or Tenant by virtue of payment of any loss under such insurance. Such a waiver shall be effective so long as Landlord and Tenant are empowered to grant such waiver under the terms of their respective insurance policy or policies,

and such waiver shall stand mutually terminated as of the date either Landlord or Tenant give notice to the other that the power to grant such waiver has been so terminated

1. **Trash Removal.** Landlord shall contract and pay for trash removal service for the Leased Premises.

1. **Maintenance Obligations of Landlord.** Except as herein otherwise specifically provided for, Landlord shall keep and maintain the roof, foundation and external walls (but not windows or doors) of the Buildings in good repair and condition. Tenant shall pay for any damage to the roof, foundation and external walls caused by Tenant's action, negligence or fault.

1. **Maintenance Obligations of Tenants.** Subject only to the maintenance obligations of Landlord as herein provided for, Tenant shall, during the entire Lease Term, including all extensions thereof, at Tenant's sole cost and expense, keep and maintain the Leased Premises in good condition and repair, including specifically the following:

A. **Heating and Air Conditioning Systems.** The cost of normal maintenance of the heating and air-conditioning systems shall be advanced by the Landlord but shall be included as a Common Area expense for which Tenant shall pay Tenant's Prorated Share under Paragraph 15 hereof. Tenant shall pay all costs of repairing and replacing such heating and cooling systems for the Leased Premises, to the extent that such costs are not part of ordinary maintenance. Tenant accepts HVAC System in "AS-IS" condition.

B. **Electrical Systems.** Tenant shall maintain the electrical systems in good working order and make all required repairs and replacements. Tenant accepts Electrical System in "AS-IS" condition. Tenant shall be responsible for replacing light bulbs and other small items, in any event.

C. **Plumbing Systems.** Tenant agrees to maintain the plumbing systems in good working order and make all required repairs or replacements. Tenant shall not clog or obstruct the plumbing fixtures or pipes with any foreign or inappropriate object and shall be liable for all costs arising therefrom. Tenant accepts Plumbing System in "AS-IS" condition.

D. **Glass and Doors.** Tenant shall promptly repair and replace all damaged glass and doors on the Leased Premises.

E. **Tenants' Responsibility.** Tenant shall be responsible for all repairs on the Leased Premises that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's customers or other invitees. Tenant shall also be responsible for any repairs or replacements elsewhere in the Buildings or Area that become necessary due to the intentional or negligent action or inaction of Tenant, Tenant's employees, or Tenant's customers and other invitees. Such responsibility shall supersede any responsibility undertaken by Landlord in this Lease.

- F. **Liability for Overload.** Tenant shall not overload the floors of any part of the Leased Premises and shall be responsible for the repair or replacement of any damage to the Leased Premises, the Building or the Area which result from such overloading by Tenant or Tenant's movement of heavy articles therein or thereon.
- G. **Inspection of the Leased Premises - "As Is" Condition.** Tenant is deemed to have inspected the Leased Premises and is accepting it in "As-Is" Condition free of any latent defects, including but not limited to all mechanical, plumbing and electrical systems and the conditions of the interior.
- H. **Tenant's Failure to Maintain Premises.** Should Tenant neglect to keep and maintain the Leased Premises as required herein, Landlord shall have the right, but not the obligation, to have the work done. All reasonable costs shall be charged to Tenant as additional rental, payable with the rental next due.
- I. **Major Repair or Replacement.** Notwithstanding anything contained herein to the contrary, in the event it shall become necessary to make any "Major Repair or Replacement" (as defined below) during the Term, including all extensions thereof, such "Major Repair or Replacement" shall be performed only with the prior written approval of Landlord and at the sole cost and expense of the Landlord. The term "Major Repair or Replacement" shall mean a single item of repair or replacement (excluding maintenance) needed in connection with the HVAC, electrical or plumbing systems costing in excess of ten thousand dollars (\$10,000). The actual cost of such "Major Repair or Replacement" shall be amortized over the useful life of the improvement on a straight-line basis and the resultant annual amount shall constitute "Operating Expenses" payable by Tenant on a monthly basis during the Term.

1. **Common Area Maintenance.** Tenant shall pay to Landlord on the first day of each month, one-twelfth (1/12) of Tenant's Prorated Share of the total costs incurred for the operation, maintenance and repair of the Common Areas (the "Operating Expenses") for such calendar year. Such Operating Expenses include, but are not limited to, the reasonable costs and expenses incurred for the operation, maintenance and repair of parking areas (including re-striping and repaving); removal of snow; utilities for common lighting and signs; insurance; security to protect and secure the Buildings and the Area; all common utilities, including water to maintain landscaping; replanting in order to maintain the appearance of landscaped areas; supplies; the cost of personnel to implement such services; and ten percent (10%) of all such Operating Expenses to cover Landlord's administrative and overhead costs. If the first and last years of the Lease Term are not calendar years, the obligations of Tenant hereunder shall be prorated for the number of days during the calendar year that this Lease is in effect. Landlord shall have the right from time to time to notify Tenant and to adjust the monthly payments in connection with expected changes in Operating Expenses, commencing with the first such monthly payment after such

notice. Landlord shall, within sixty (60) days following the end of each calendar year during the term determine and provide to Tenant in writing Tenant's Prorated Share of Operating Expenses for the prior year. If Tenant has paid less than Tenant's Prorated Share for the prior year, Tenant shall pay the deficiency to Landlord with the next payment of Base Monthly Rent; if Tenant has paid in excess of Tenant's Prorated Share for the prior year, Landlord shall refund said excess to Tenant simultaneously with delivery of the end of year statement. Once a full operating year Common Area Expenses (twelve (12) calendar months) from the first day of the month after the commencement date are determined, the Landlord agrees that the Tenant's accessible share of such expenses that are controllable by Landlord shall not increase by more than five percent (5%) per year. All Real Estate Taxes, utilities, snow removal, and insurance are not considered controllable expenses, and shall not be subject to such cap.

1. **Inspection of and Right of Entry to Leased Premises - Regular, Emergency, Reletting.** Landlord and Landlord's agents and employees may enter the Leased Premises during regular business hours with twenty-four (24) hours advance notice (and to show it to prospective purchasers or lenders), and at any hour if an emergency exists to examine the Leased Premises or to make such repairs, alterations, improvements or additions as Landlord deems necessary. Landlord shall be allowed to take all materials into and upon the Leased Premises that may be required therefor, without constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. During the six months prior to the expiration of the term of this Lease or any renewal thereof, Landlord may exhibit the Leased Premises to prospective tenants and may place upon the Leased Premises the usual notices indicating that the Leased Premises are for lease or sale.

1. **Alteration-Changes and Additions-Responsibility.** Unless Landlord's approval is first secured in writing, Tenant shall not install or erect inside partitions, add to existing electric power service, add telephone outlets, add light fixtures, install additional heating and/or air conditioning equipment or fixtures or make any other changes or alterations to the interior or exterior of the Leased Premises. Any such changes or alterations shall be made at the sole cost and expense of Tenant. Tenant shall promptly pay for all labor and materials involved in such work; shall not allow any mechanic's lien to be placed against the Leased Premises or the Buildings; and shall indemnify Landlord against, and hold Landlord harmless from, all costs and charges for such work. At the end of his Lease, all such fixtures, equipment, additions, changes and/or alterations (except trade fixtures installed by Tenant) shall be and remain the property of Landlord; provided however, Landlord shall have the option to require Tenant to remove any or all such fixtures, equipment, additions or alterations and restore the Leased Premises to the condition existing immediately prior to such change or installation, normal wear and tear excepted, all at Tenant's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless Landlord otherwise agrees. Any and all repairs, changes and/or modifications thereto shall be the responsibility and at the cost of Tenant. Landlord may require adequate security from Tenant assuring no mechanic's liens on account of work done on the Leased Premises by Tenant and may post the Leased Premises, or take such other action as is then permitted by law, to protect Landlord and the Leased Premises

against mechanic's liens. Landlord may also require adequate security to assure Landlord that the Leased Premises will be restored to their original condition upon termination of this Lease.

1. **Signage.** Tenant shall not erect, install or place on or about the Leased Premises any sign or other advertising material without the express prior written approval of Landlord, which approval shall not be unreasonably delayed, denied or conditioned. Notwithstanding the foregoing, provided that Tenant shall obtain all required governmental permits, Tenant shall have the right to place prominent exterior building signage on the building. Provided that Tenant shall obtain all required governmental permits (if any), Tenant may place signs, prices, displays, logos, banners and other marketing display and advertising items on the interior walls and hanging from the ceilings of the Leased Premises and may place discreet and professionally prepared signs or decals as to its store hours on the front door of the Leased Premises. All signs must meet applicable code regulations and be properly permitted, and shall be paid for by Tenant. Landlord will provide Tenant approved sign criteria within thirty (30) days of lease execution.

1. **Landlord's Right to Make Changes and Additions.** Landlord reserves the right to make alterations or additions to the Buildings or Area at any time. Landlord also reserves the right to construct other buildings and/or improvements in the Area and to make alterations or additions thereto, all as Landlord shall determine. Easements for light and air are not included in the leasing of the Leased Premises to Tenant. Landlord further reserves the exclusive right to the roof of the Buildings of which the Leased Premises are a part. Landlord also reserves the right at any time to relocate, vary and adjust the size of any of the improvements or Common Areas, PROVIDED, HOWEVER, that all such changes shall be in compliance with the requirements of governmental authorities having jurisdiction over the Area.

1. **Damage or Destruction of Leased Premises.** If the Leased Premises or the Buildings are totally destroyed by fire or other casualty or so badly damaged that, in the opinion of Landlord, it is not feasible to repair or rebuild same; Landlord shall have the right to terminate this Lease upon written notice to Tenant. Such notice shall be given within 75 days after such fire or other casualty occurs. If the Leased Premises are partially damaged by fire or other casualty, less than thirty percent (30%) and such damage is not caused by Tenant's negligence, and are not rendered untenable thereby, as determined by Landlord, an appropriate reduction of the rent shall be allowed until repair thereof shall be substantially completed. Landlord shall undertake and complete such repairs with due diligence; if such repairs are not completed within 120 days after the fire or other casualty, or if such damage is over thirty percent (30%), Tenant may terminate this Lease by giving written notice of termination to Landlord at any time prior to the completion of such work.

1. **Condemnation Taking.** If the entire Leased Premises is taken for quasi-public purposes by any governmental entity or other entity having the power of condemnation, this Lease shall terminate as of the date that legal title to the Leased Premises vests in the condemning authority or the date such authority takes possession of the Leased Premises, whichever is earlier. If only a portion of the Leased Premises is so taken, Lessor may either terminate this Lease as of the date title or possession is transferred as set forth above, whichever is earlier, or continue this

Lease in effect, in which event the Base Monthly Rent and Tenant's Pro Rata Share of taxes, insurance, and common area charges shall be equitably adjusted.

In either a total or partial condemnation, Landlord shall have the exclusive right to any award made by the condemning authority, and Tenant hereby waive and relinquish any and all claim Tenant may have against such award and all other claims for compensation or damages against Landlord arising from such condemnation.

1. **Assignment or Subletting.** Tenant shall have the right to assign this Lease or sublet its interest in the lease to an affiliated entity and upon Landlord's reasonable consent, may assign or sublet its interest in the Lease to a third party. No such assignment or subletting, if approved by Landlord, shall relieve Tenant of any of their obligations hereunder, and the performance or nonperformance of any of the covenants herein contained by subtenant shall be considered as the performance or the nonperformance by Tenant.

2. **Warranty of Title.** Subject to the provisions of Paragraphs 26, and 27 hereof, Landlord covenants it has good right to lease the Leased Premises in the manner described herein and that Tenant shall peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term of the Lease.

1. **Access.** Landlord shall provide Tenant nonexclusive access to the Leased Premises through and across the Area. Landlord shall have the right, during the term of this Lease, to designate, and to change, such nonexclusive access

1. **Subordination.** Tenant agree that this Lease shall be subordinate to any mortgage, trust deed or ground lease that may now exist or which may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Tenant shall execute and deliver whatever instruments may be required for the above purposes, and if it fails to do so within ten (10) days after demand in writing, does hereby make, constitute and irrevocably appoint Landlord as is attorney-in-fact and in its name, place and stead so to do. In the event of the sale or assignment of Landlord's interest in the Area or in the Buildings or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease. Notwithstanding the foregoing, Landlord shall obtain non-disturbance agreements from all existing lien holders in form satisfactory to Tenant prior to Tenant taking possession of the premises.

1. **Easements.** Landlord shall have the right to grant any easement on, over, under and above the Area for such purposes as Landlord determines, provided that such easements do not materially interfere with Tenant's occupancy and use of the Leased Premises.

1. **Hold Harmless and Indemnification Agreement.** Tenant shall indemnify and hold the Landlord from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by or arising from activities of Tenant on the Leased Premises or in the Buildings or in the Area or on account of

any operation or action by Tenant and from and against all claims arising from any breach or default on the part of Tenant or any act of negligence of Tenant, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Premises, the Buildings or the Area.

Landlord shall indemnify and hold the Tenant from and against any and all claims, losses, expenses, costs, judgments, and/or demands, including court costs and attorney's fees, suffered or incurred by or arising from activities of Landlord on the Leased Premises or in the Buildings or in the Area or on account of any operation or action by Landlord and from and against all claims arising from any breach or default on the part of Landlord or any act of negligence of Landlord, its agents, contractors, servants, employees, licensees, or invitees; or any accident, injury or death of any person or damage to any property in or about the Leased Premises, the Buildings or the Area.

1. **Acts or Omission of Others.** Landlord, its employees and agents, shall not be responsible or liable to Tenant or to Tenant's guests, invitees, employees, agents or any other person or entity, for any loss or damage that may be caused by the acts or omissions of other tenants, their guests or invitees, occupying any other part of the Buildings or the Area or by persons who are trespassers on or in the Buildings or the Area, or for any loss or damage caused by resulting from the bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever.

1. **Interest on Past Due Obligations.** Any amount due to Landlord not paid when due shall bear interest at fifteen percent (15%) per annum from due date until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

1. **Late Charge.** Landlord shall have the right to collect from Tenant, in addition to any amounts due under Paragraph 30 above, a monthly collection service charge for any payment due to Landlord hereunder which is delinquent five (5) days or longer, said charge being Two Hundred Fifty Dollars (\$250.00) or five percent (5%) of said payments, whichever sum shall be greater.

1. **Holding Over - Last Month's Rent.** If Tenant remains in possession of the Leased Premises after the termination of this Lease, whether by expiration of the lease term or otherwise, without a written agreement as to such possession, Tenant shall be deemed a month-to-month tenant. The Monthly Base Rent during such holdover tenancy shall be One-Hundred Fifty percent (150%) of the Monthly Base Rent paid for the last month of tenancy under this Lease, excluding any free rent concessions, which may have been made for the last month of the Lease. No holding over by Tenant shall operate to renew or extend this Lease without the written consent of Landlord to such renewal or extension having been first obtained. Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in surrendering possession of the Leased Premises including, without limitation, any claims made with regard to any succeeding occupancy bounded by such holdover period.

1. **Modification or Extensions.** No modification or extension of this Lease shall be binding upon the parties hereto unless in writing and signed by the parties hereto.

1. **Status Statement.** If Landlord requests, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications); Tenant has accepted and occupied the Leased Premises; Tenant has not paid rent in advance; Tenant is not aware of any prior assignment of this Lease by Landlord; Tenant has no offsets against the rent or claims against Landlord; amount of the total monthly rent then being paid by Tenant hereunder; and, the date to which rent and other charges have been paid.

1. **Notice.** All notices, demands and requests, which may be or are required to be given by either party to the other, shall be in writing. Those given to Tenant shall be properly given if served on Tenant or an employee of Tenant, posted on the Leased Premises, or sent to Tenant by overnight courier or United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Tenants at the Leased Premises as follows:

Jesse Starke
422 E 4th St
Loveland CO 80537

or at such other place as Tenant may from time to time designate in a written notice to Landlord. Those given to Landlord shall be properly given if personally served on Landlord or if sent to Landlord, United States registered or certified mail, return receipt requested, properly sealed, stamped and addressed to Landlord at

Dimitrios Katopodis
224 S COLLEGE AVENUE
FORT COLLINS, CO 80524

or at such other place as Landlord may from time to time designate in a written notice to Tenants. Any notice given by mailing shall be effective as of the date of mailing.

1. **Memorandum of Lease - Notice to Mortgagee.** Landlord and Tenant agree not to place this Lease of record, but upon the request of either party to execute and acknowledge a recordable short form lease indicating the names and respective addresses of Landlord and Tenant; the Leased Premises; the commencement and termination dates of the Lease Term and options for renewal, if any, but omitting rent and other terms of this Lease. Tenant consents to Landlord's assignment of rents and of Landlord's interest in this Lease to a mortgagee, if the same be made by Landlord. Tenant further agrees, if requested to do so by Landlord, that it will give to said mortgagee a copy of any request for performance by Tenant to Landlord or notice of default given by Tenant to Landlord, and if Landlord fails to cure such default, Tenant will give said mortgagee a sixty (60) day period in which to cure the same. Said period shall begin with the last day on which Landlord could cure such default before Tenants has the right to exercise any remedy by reason of such default. All notices to the mortgagee shall be sent by United States registered or certified mail, postage prepaid, return receipt requested.

1. **Controlling Law.** This Lease shall be construed consistently with the laws of the State of Colorado. Subject to the provision of the Colorado Arbitration Act, any disputes between the

parties shall be resolved using binding arbitration. Both parties agree that one arbitrator will be used and the fee for such arbitrator will be split between the two parties.

1. **Landlord Not a Partner with Tenant.** Nothing contained in this Lease shall be deemed to make Landlord a partner, agent, associate of or in joint venture with Tenant in the conduct of Tenant's business, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain solely that of landlord and tenant.

1. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, be ruled invalid or unenforceable to any extent, the remainder of this Lease or the application of such term, covenant or condition to persons and circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

1. **Default- Remedies.**

A. **Late Charge.** The Base Monthly Rent plus Tenant's Pro Rata Share of taxes, insurance, and Common Area charges shall be due on the first day of each month. If said items have not been paid in full by the fifth (5th) day of a month, a late charge as provided for in Paragraph 30 shall be due and payable. The existence of such late charge shall not waive or release Landlord's right to declare Tenant in breach hereunder if such rent has not been paid in full by the first day of the month in which it is due.

B. **Breach/Default.** Upon breach of this Lease for failure to pay the rent (including Monthly Base Rent, Tenant's Pro Rata Share of taxes, insurance, and Common Area charges) in full or upon Tenant's failure to pay utilities or any other monetary item in full, when required hereunder, Landlord may give Tenant written notice specifying such breach and allowing ten (10) business days for cure thereof. If Tenant fails to cure such breach within said grace period, by paying in full all amounts required to cure such breach (including, but not limited to, any late charge that may accrue during said grace period), Landlord may declare Tenant in default under this Lease.

If Tenant fails to timely perform any non-monetary obligation of this Lease, Landlord shall have the right to give written notice to Tenant specifying such breach and allowing fifteen (15) days thereafter for cure. Tenant may cure such breach by tendering performance in full as required hereunder during such grace period or, if such breach is of such a nature that it cannot be cured by diligent effort during such grace period, Tenant may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Tenant fails to cure its breach within said grace period, Landlord may declare Tenant in default hereunder.

C. **Remedies.** If Tenant shall default in the payment of rent or in the keeping of any of the terms, covenants or conditions of this Lease to be kept and/or performed by Tenant, Landlord may immediately, or at any time thereafter, reenter the Leased Premises and remove all persons and property therefrom,

and immediately retake possession of the Leased Premises without the same working any forfeiture of the obligations of Tenants hereunder.

F. Other Remedies. In addition to remedies granted Landlord by the terms hereof, Landlord shall have available any and all rights and remedies available under the statutes of the State of Colorado. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all powers and remedies given by this Lease to Landlord may be exercised, from time to time, and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rent by Landlord shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of Landlord to any remedies herein given.

1. **Tenant's Remedies.** Upon Landlord's breach of this Lease, Tenant shall have the right to give notice to Landlord specifying such breach and allowing fifteen (15) business days thereafter for cure of such breach. If the breach is of such a nature that it cannot be cured by diligent effort during such grace period, Landlord may cure its breach by undertaking a course of performance within such grace period and diligently pursuing it thereafter. If Landlord fails to cure its breach within said grace period, Tenant may pursue all remedies available to Tenant at law or in equity. PROVIDED, HOWEVER, that all rent (including Base Monthly Rent, plus Tenant's Pro Rata Share of taxes, insurance, and common area charges), and payment of all other monetary obligations required of Tenant by this Lease shall be due and payable without deduction or setoff.

1. **Legal Proceedings - Responsibilities.** In the event of breach or default by either party, the other party shall be entitled to recover all costs and expenses of enforcement, including reasonable attorney's fees, whether or not litigation is actually commenced. In the event of proceeding at law or in equity by either party hereto, the defaulting party shall pay all costs and expenses, including all reasonable attorney's fees incurred by the non-defaulting party in pursuing such remedy, if such non-defaulting party is awarded substantially the relief requested.

1. **Administrative Charges.** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available (1) to make an administrative charge of \$50.00 or three times the face value of the check, bank draft or negotiable instrument, whichever is smaller, and (2) at Landlord's sole option, to require Tenants to make all future rental payments in cash or cashier's check.

1. **Hazardous Materials and Environmental Considerations.**

""hazardous wastes, " "hazardous materials, ""extremely hazardous waste, " "restricted hazardous waste, " "toxic substances, " "regulated substances, " or words of similar import under any applicable federal, state or local law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended 49 U.S.C. Sec. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq.; the Solid Waste Disposal Act, 42 U.S.C. Section 6991 et seq.; the Federal Water pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; and Sections 15-15-101, et seq.; 25-16-101, et seq.; 25-7-101, et seq.; and 25-8-101 et seq.; of the Colorado Revised Statutes. "Hazardous Materials Laws" shall mean any federal, state or local laws, ordinances, rules, regulations, or policies (including, but not limited to, those laws specified above) relating to the environmental, health and safety or the use, handling, transportation, production, disposal, discharge or storage of Hazardous Materials, or to industrial hygiene or the environmental conditions on, under or about the Leased Premises. Said term shall be deemed to include all such laws as are now in effect or as hereafter amended and all other such laws as may hereafter be enacted or adopted during the term of this Lease.

1. **Entire Agreement.** It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions, and understandings between Lessor and/or its agents and Lessee relative to the Leased Premises and that there are no promises, agreements, conditions, or understandings either oral or written, between them or other than are herein set forth. This agreement shall supersede any other written or verbal agreements made prior to lease execution. By executing this document, the undersigned agree that any prior lease agreements made are null and void.

1. **Guarantee and Financial Statements.** A current financial statement of Tenant shall be provided to Landlord upon execution hereof and annually thereafter, if so requested by Landlord. Atul Shah shall also personally guarantee all terms and conditions of this lease document, see Exhibit "B".

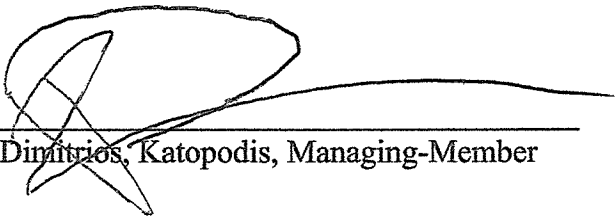
1. **Miscellaneous.** All marginal notations and paragraph headings are for purposes of reference and shall not affect the true meaning and intent of the terms hereof. Throughout this Lease, wherever the words "Landlord" and "Tenant" are used, they shall include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading said Lease, the necessary grammatical changes required to make the provisions hereof mean and apply as aforesaid shall be made in the same manner as though originally included in said Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement on the dates shown by their respective signatures.

LANDLORD:

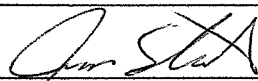
418-422 E 4th street

8-31-20
Date


Dimitrios Katopodis, Managing-Member

TENANTS: 418 East 4th Street

8-31-20
Date


Name: Jesse Starke
Title: Managing Member

Date

Name:
Title:

Date

Name:
Title:

City of Loveland
Loveland, Colorado

Customer Receipt

Operator: Valerie Bailey

Date: 09/01/2020
Tender Detail

Receipt no: 33486

Item	Description	Payment	Reference	Paid
LL-20-00409 Colorado Ale House LLC	Local Modification of Premises	CHECK	1958	\$150.00

Page 1 of 1

Total:	\$150.00
---------------	-----------------

Transaction Date: 09/01/2020

Time: 09:34:56 MDT

1

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input checked="" type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Sub-Management Agreement

Name RP Loveland, LLC		Type of License Lodging/Entertainment		Account Number 03-11999	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>					
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input type="checkbox"/>
13 b. Are you a Colorado resident?					<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?					<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other (Explain in Detail) Sub Management Agreement with Renscent Hospitality a. If leased, list name of landlord and tenant, and date of expiration, <u>exactly</u> as they appear on the lease:					
Landlord		Tenant		Expires	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:					
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?					<input type="checkbox"/> <input type="checkbox"/>
If "yes" a copy of license must be attached.					

Name RP Loveland, LLC		Type of License Lodging/Entertainment		Account Number 03-11999	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation					
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				<input type="checkbox"/>	<input type="checkbox"/>
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				<input type="checkbox"/>	<input type="checkbox"/>
c. How long has the club been incorporated?				<input type="checkbox"/>	<input type="checkbox"/>
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				<input type="checkbox"/>	<input type="checkbox"/>
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:					
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				<input type="checkbox"/>	<input type="checkbox"/>
22. Campus Liquor Complex applicants answer the following:					
a. Is the applicant an institution of higher education?				Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				Yes <input type="checkbox"/>	No <input type="checkbox"/>
23. For all on-premises applicants.					
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.					
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.					
Last Name of Manager Berry			First Name of Manager Courtney		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.					
				<input type="checkbox"/>	<input checked="" type="checkbox"/>
25. Related Facility - Campus Liquor Complex applicants answer the following:					
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. Designated Manager for Related Facility- Campus Liquor Complex					
Last Name of Manager			First Name of Manager		
26. Tax Information.					
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?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.					
Name Scott Somerville	Home Address, City & State 9915 S. Summit View Dr.	DOB	Position Authorized Signer	%Owned 100	
Name	Home Address, City & State Sandy, UT 84092	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
Name	Home Address, City & State	DOB	Position	%Owned	
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.					

Name RP Loveland, LLC		Type of License Lodging & Entertainment		Account Number 03-11999	
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 <i>Scott Somerville</i>		Printed Name and Title Scott Somerville, Authorized Signer		Date 07/27/2020	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority 7/30/2020		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 9/17/2020			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for			Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date		
Signature	Print	Title	Date		



Office of the City Clerk

500 East Third Street, Suite 230 • Loveland, Colorado 80537
(970) 962-2324 • FAX (970) 962-2901 • TDD (970) 962-2620
SarahJacobsen@CityOfLoveland.org
www.cityofloveland.org

LOCAL APPLICATION FOR LIQUOR LICENSE

This application must be filed in the Office of the City Clerk, City of Loveland, 500 East 3rd Street, Suite 230, Loveland, CO 80537. *Partial applications will not be accepted.*

Name of Entity (Must match Certificate of Good Standing): RP Loveland, LLC
Trade Name (DBA/match Certificate of Trade Name): TownePlace Suites by Marriott
Contact Name: Scott Somerville Contact Phone No: 614-629-9905
Registered Liquor manager: Courtney Berry Phone no. 970-541-3147
Business address: 256 E. 2nd Street Loveland, CO 80537 Email: courtney.berry@TPSLoveland.com
Mailing address, City, State & Zip (if different from location): _____

The applicant(s) hereby applies to the City of Loveland Local Licensing Authority for the following type of City license and tenders the following fees payable to the **City of Loveland**:

Application Fee: (check one)

☒ New License application \$1,000.00

☐ Transfer of Ownership \$750.00; add \$100.00 if
Requesting Temporary Transfer Permit

Type of License (fee): (check one)

☐ FMB on **or** Off Premises (circle one) - \$3.75

☐ Optional Premises - \$75.00

☒ Lodging & Entertainment - \$75.00

☐ Tavern - \$75.00

☐ Beer & Wine - \$48.75

☐ Liquor License Drug Store - \$22.50

☐ Arts - \$41.25

☐ Hotel & Restaurant - \$75.00

☐ Hotel & Restaurant with Optional Premises - \$75.00

☐ Brew Pub - \$75.00

☐ Retail Liquor Store - \$22.50; if Tasting Permit, add \$150

☐ Distillery Pub - \$75.00

☐ Club - \$41.25

☐ Bed & Breakfast - \$25.00

TOTAL CITY FEES: \$ 1,075

In addition to this local application, an applicant must submit the appropriate State application and license fees, DR Form 8404, DR Form(s) 8404-I, fingerprints and other required documentation to the City Clerk's Office. Attach additional pages as necessary to fully explain your answers.

1. **ANTICIPATED OPENING DATE:** Already open, not servicing

2. **HOURS OF OPERATION:** Monday 5am-11pm Tuesday 5am-11pm Wednesday 5am-11pm
Thursday 5am-11pm Friday 5am-11pm Saturday 6am-1am Sunday 6am-1am

3. **FOOD SERVED:** If my license requires food service, I have submitted a Notarized Affidavit as required below:

_____ Hotel and Restaurant License: Full meals are served and at least 25% of gross income is from food sales.

_____ Brew Pub License: Food sales comprise at least 15% of the gross on-premises income.

_____ Tavern; L & E OR Beer and Wine Licenses: Sandwiches and light snacks for consumption on the premises during business hours but need not have meals available for consumption. Affidavit not required.

_____ FMB off premises, must have at least 20% of total sales from the sale of food items for consumption off premises.

4. **ALCOHOL SERVER TRAINING:** List history of training and current training certificates that are held by the applicant and employees:

5. **EXPERIENCE IN ALCOHOL SALES AND SERVICE:** Describe the applicant/owner/manager experience in the sale and service related to alcohol beverages.

The applicant has operated several hotels with bars and restaurants in the past.

6. **PATIO SERVICE:** If the premises includes a patio, the plan to control and monitor alcohol service in that area is:

The outdoor patio is included. The patio is fully enclosed with fencing and is monitored by hotel staff. Patio hours are M-F 5am-11pm and weekends 6am-1am

7. **COLORADO LIQUOR CODE:** I affirm that a copy of the Colorado Liquor Code has been, or will be, printed from the Department of Revenue or accessed online at <https://www.colorado.gov/pacific/enforcement/liquor-enforcement-laws-rules-regulations> for use in operating my business.

8. **NEIGHBORHOOD NEEDS & DESIRES EVIDENCE.** I acknowledge that NEW License applicants (except for Club licenses) have the burden of proving (1) that the reasonable requirements of the neighborhood are not being met by existing outlets, (2) that the inhabitants of the neighborhood desire that the license be issued, and (3) that the Applicant is qualified to conduct the type of business proposed. The "Neighborhood" is defined by the Authority. Evidence may be in the form of testimony, petitions, or other means. Sample petitions are available from the City Clerk's Office or online at <http://www.cityofloveland.org>. Applicants will receive a mailing which will include the defined neighborhood boundaries, map, and evidence submittal deadline. See C.R.S. 44-3-301.

9. **RETAIL/DRUG STORE TASTINGS PERMIT:** I understand I need a separate tastings permit if I intend to conduct tastings. Application available at the City Clerk's Office or website.

10. **ADDITIONAL ACTIONS FOR THE LICENSED PREMISES:** I understand that timely filing of an application is required, for any modification of premises, manager changes, change of trade name, or change of location.

11. **OCCUPATIONAL TAX:** I acknowledge that there is levied and invoiced upon each liquor license held, an occupation tax in the amount provided by resolution of City Council. See Loveland Municipal Code (L.M.C.) Chapter 3.20.

12. **GAMES OF SKILL:** I have been informed that operation of electronic games, pinball machines, billiards, or pool tables on my premises require an annual City of Loveland license obtained from the City Clerk's Office. See L.M.C. Chapter 5.24. Application available at the City Clerk's Office or website.

Signed: Scott Somerville Title Authorized Signer Date: 07/27/2020



Consolidated License Review Report

LL-20-00493 : RP Loveland, LLC : Courtney Berry

System Functions



Jump To...

Innoprise Software

Community Development

[Cases](#) | [Inspections](#) | [Cash Batch](#) | [Workflow](#) | [Business](#) | [License](#) | [Logout](#) |

[Return](#)

Review History

Review	No	Dept	User	Assign	Actual	Result
02 CC Background Investigation	1	City Clerks				
05 Fire Comments	1	Fire	Ingrid McMillan-Ernst	09/01/2020	09/03/2020	Complete
Comment	1. LFRA has inspected this facility in the past few months, and there were no corrections needed.					
06 Building Comments	1	Building - Review	Theresa Campbell	09/01/2020	09/08/2020	Complete
07 Planning Comments	1	Planning - Review	Lena Butterfield	09/01/2020	09/09/2020	Complete
Comment	A liquor license is permitted on the premise in compliance with the zone district regulations. Any new structure, building addition, outdoor seating area, or other site improvements associated with the liquor license must be reviewed and approved separately by the Planning Division. The liquor license permit does not grant planning or building approvals for modifications to the premise.					
09 Sales Tax Comments	1	Revenue	Dusty Durston	09/01/2020	09/09/2020	Complete
Comment	Has a City Sales Tax License been Issued? Yes ___x_ Date Issued: 7/1/20 Lic#16648 No ___					

[Return](#)
[↑ Move To Top Of The Page ↑](#)

User: Patti Garcia

[Email Comments](#)

Last Login: 09/09/2020 11:29 AM

Copyright © 2013 Harris ERP. All Rights Reserved

Tax Check Authorization, Waiver, and Request to Release Information

I, Scott Somerville am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of RP Loveland, 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 is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>RP Loveland, LLC</u>		Social Security Number/Tax Identification Number <u>85-1392550</u>	
Address <u>256 E. 2nd Street</u>			
City <u>Loveland</u>		State <u>CO</u>	Zip <u>80537</u>
Home Phone Number <u>614-629-9905</u>		Business/Work Phone Number <u>614-629-9905</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Scott Somerville</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Scott Somerville</u>			Date signed <u>07/27/2020</u>

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).

AFFIDAVIT OF POSTING

Date of posting: 2 SEPTEMBER 2020

To Loveland Liquor Licensing Authority:

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, RP Loveland LLC DBA Towneplace Suites by Marriott, posted a Notice of Public Hearing poster on the premises at 256 East 2nd St., Loveland, Colorado, on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held **September 17, 2020 at 8:30 a.m.** on an application for a new Lodging and Entertainment License to serve alcoholic beverages by the drink for consumption on the premises.

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

Printed Name and Title of Person Posting
MAX J. SCOTT, OEDIPUS, INC., ON BEHALF
OF APPLICANT TOWNEPLACE SUITES BY MARRIOTT

MBH

Signature of person posting

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

Subscribed and sworn before me, this 2nd day of SEPTEMBER, 2020. By the person known to me, to be MAX J. SCOTT.

My commission expires:
05 DECEMBER 2020

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

SEAL

Simulatrix Scott

Notary Public

Townplace Suites, 256 East 2nd Street, Posted 2 September 2020



Oedipus, Inc. ©

PO Box 1012 Lafayette CO 80026 exleg@oedinc.net 303 661 0638

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business RP Loveland LLC		Home Phone Number n/a	Cellular Number 614-307-0169	
2. Your Full Name (last, first, middle) Scott P Somerville		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address scott@rhlodging.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
Current 9915 S Summit View Dr		Sandy, UT 84092		01/01/19
Previous 5961 Weeping Rock Drive		Lewis Center, OH 43035		05/01/15
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Renascent Hospitality LLC	6400 S Fiddlers Grn Cir #250	Pres	08/01/08	06/24/20
	Greenwood Village, CO 80111			
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
n/a				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
n/a				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
n/a				

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

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

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

Personal and Financial Information

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

13a. Date of Birth 5/16/1971	b. Social Security Number 012668060	c. Place of Birth Melrose, MA	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number		i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number
k. Permanent Residence Card Number			
l. Height 6' 0"	m. Weight 182	n. Hair Color Brown	o. Eye Color Brown
p. Gender Male		q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # 228609137 State Utah	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 0

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 2,800

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

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

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

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

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

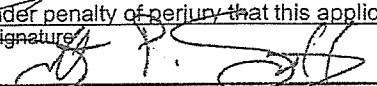
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature 	Print Signature Scott Somerville	Title Manager	Date 6/24/20
---	-------------------------------------	------------------	-----------------

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business		Home Phone Number	Cellular Number	
		N/A	402-676-7284	
2. Your Full Name (last, first, middle)		3. List any other names you have used		
Berry, Courtney, Anne		N/A		
4. Mailing address (if different from residence)		Email Address		
N/A		courtney.berry@tpsloveland.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current				
2525 Timber Court		Fort Collins, CO 80521		2019 Present
Previous				
14950 W. Hefner Rd.		Yukon, OK 73099		2014 2019
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		
TownePlace Suites		256 E. 2nd St. Loveland, CO 80537		Gm 2020 Present
Courtyard by Marriott		4301 Highline Blvd. OKC, OK 73108		Gm 2017 2019
Element by Westin		3253 Dodge St. Omaha, NE 68131		AGM 2012 2017
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

DUI August 2009

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

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

Personal and Financial Information

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

13a. Date of Birth <u>01/26/1983</u>	b. Social Security Number <u>458-65-9608</u>	c. Place of Birth <u>Denver, CO</u>	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where <u>N/A</u>		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height <u>5'10"</u>	m. Weight <u>200 lbs</u>	n. Hair Color <u>blonde</u>	o. Eye Color <u>green</u>
p. Gender <u>F</u>	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # <u>6084158711</u> State <u>OK</u>		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 0

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

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

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
<u>N/A</u>			

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

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

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <u>Courtney Berry</u>	Print Signature <u>Courtney Berry</u>	Title <u>GM</u>	Date <u>7/21/2020</u>
---	--	--------------------	--------------------------

Affidavit of Measurement(s)

DATE:

7/7/2020

Applicant: RP Loveland, LLC dba Towneplace Suites by Marriot

Liquor License Type and Address: Beer and Wine; 256 E. 2nd Street Loveland, CO 80537

Distance To "School" Measurements For All License Types

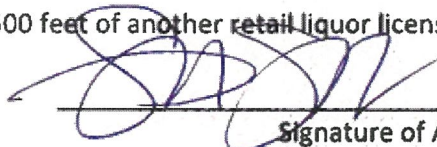
The distance to the school should be measured per 1 C.C.R. 203-2, Regulation 47-326, and determined to be greater than 500 feet computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which malt, vinous, or spirituous liquors are to be sold, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing, with right angles at crossings and with the observance of traffic regulation and traffic signals.

☒ No public or private schools meeting compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary are located within 500 feet of the proposed property.

Liquor Licensed Drug Store (LLDS) or Retail Liquor Store (RLS) applications (if applicable)

The distance between the principal doorway of the LLDS/RLS may not be located within 1500 feet of another retail liquor license for off-premises sales as determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

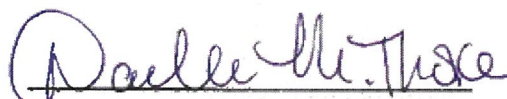
☒ The proposed LLDS/RLS is not located within 1500 feet of another retail liquor license.


Signature of Applicant

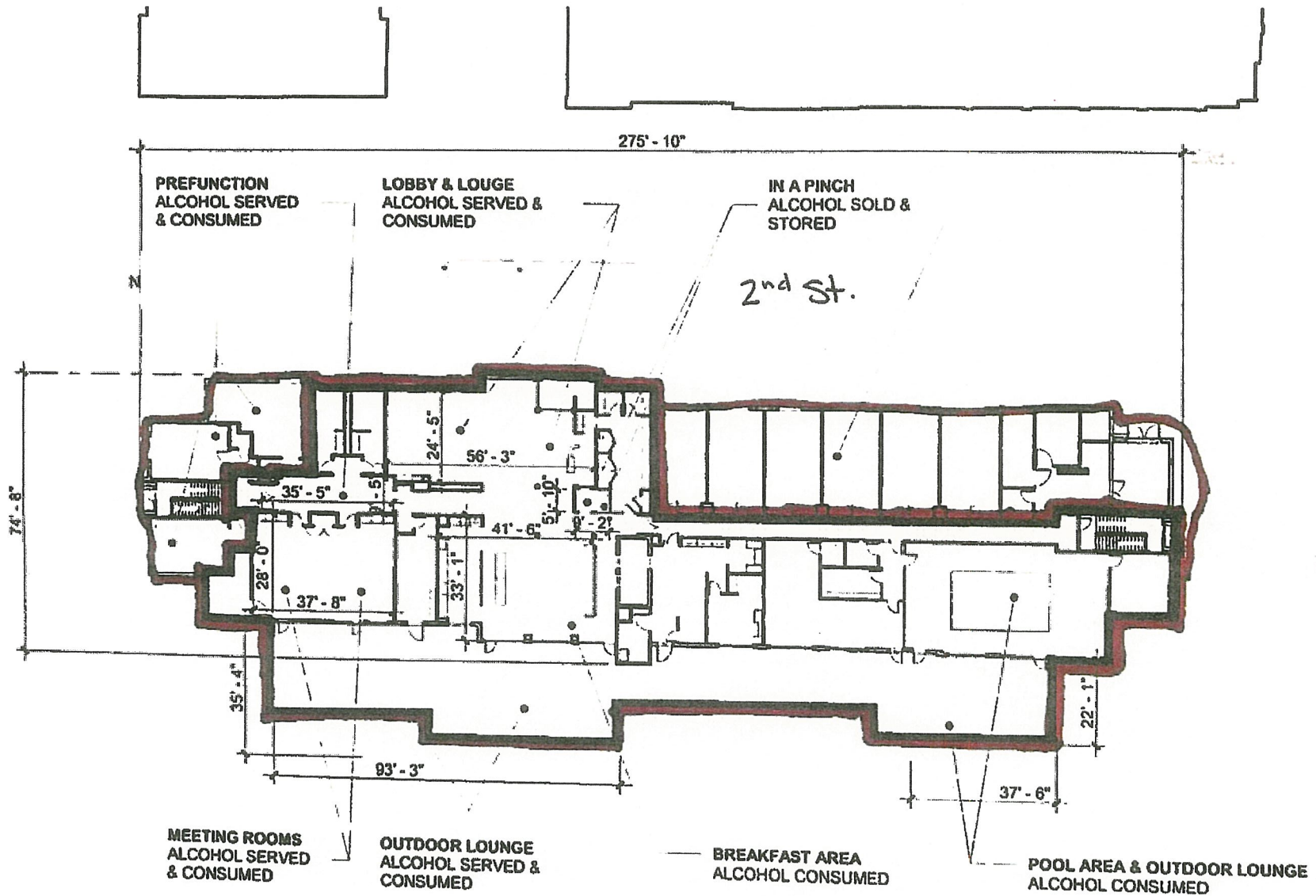
STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 7 day of July, 2020.

My commission expires: 8/16/20


Notary Public

DANIELLE M THOKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124051476
MY COMMISSION EXPIRES AUGUST 16, 2020



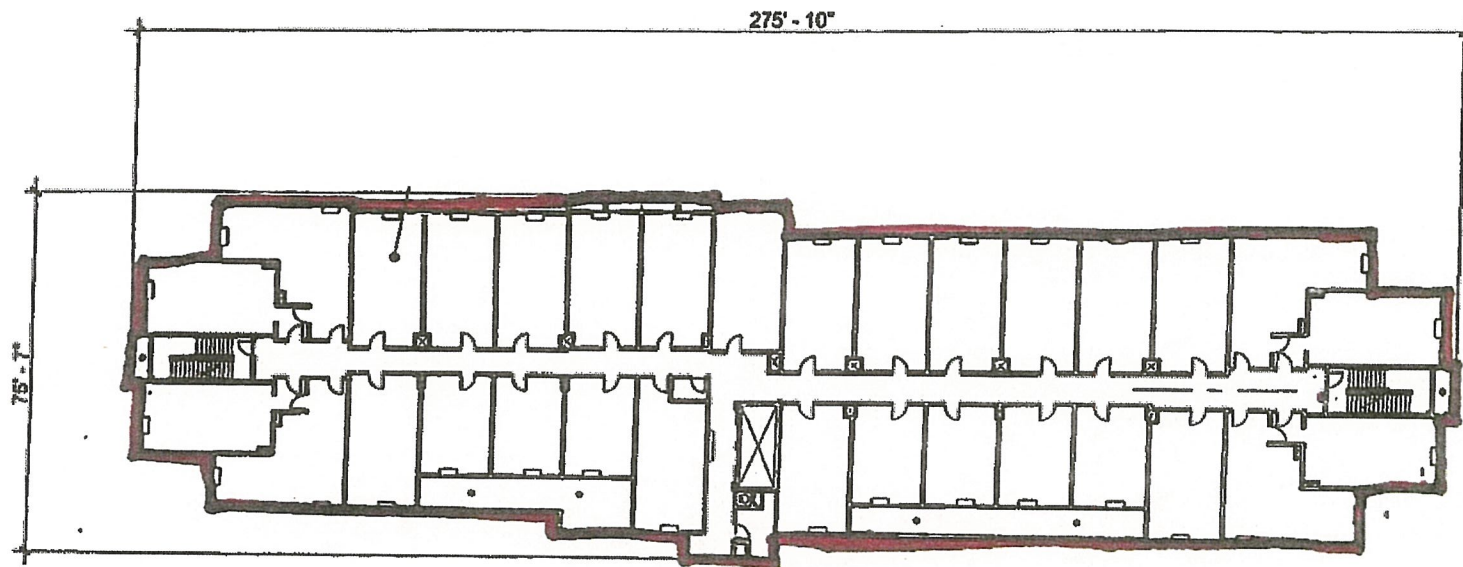
PROJECT
NORTH



TRUE
NORTH

FOUNDRY HOTEL, LOVELAND
LEVEL 1
16,520 SF

256 E. 2nd St.
Loveland, CO 80537

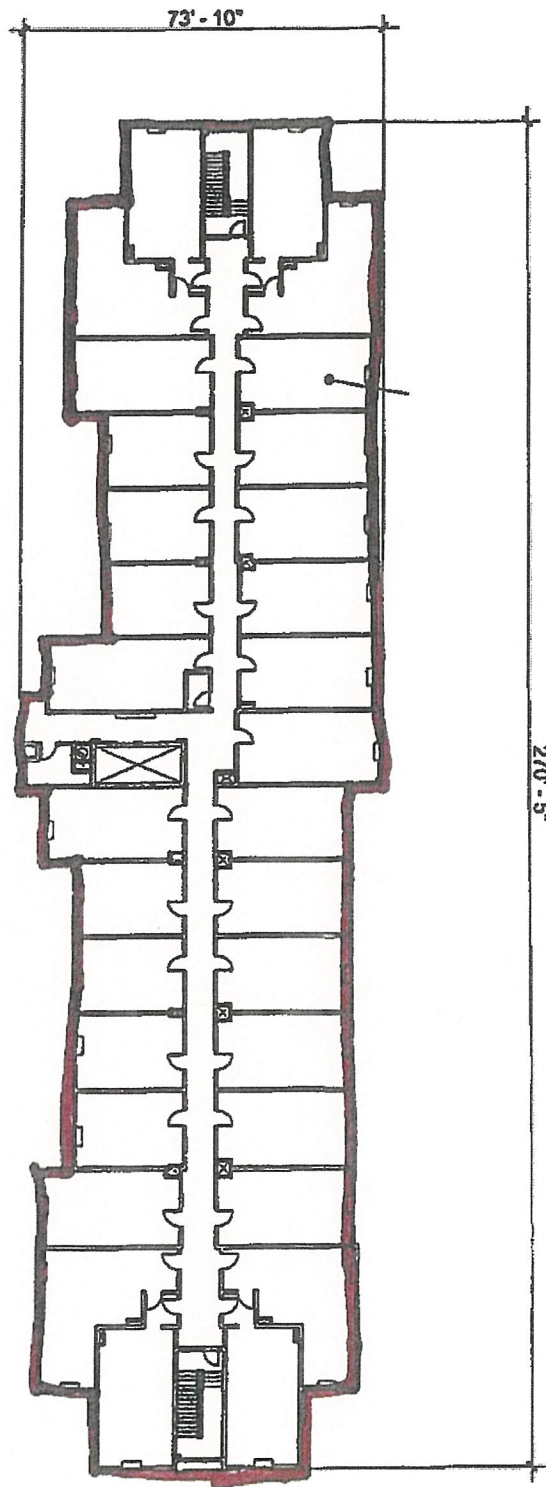


PROJECT
NORTH

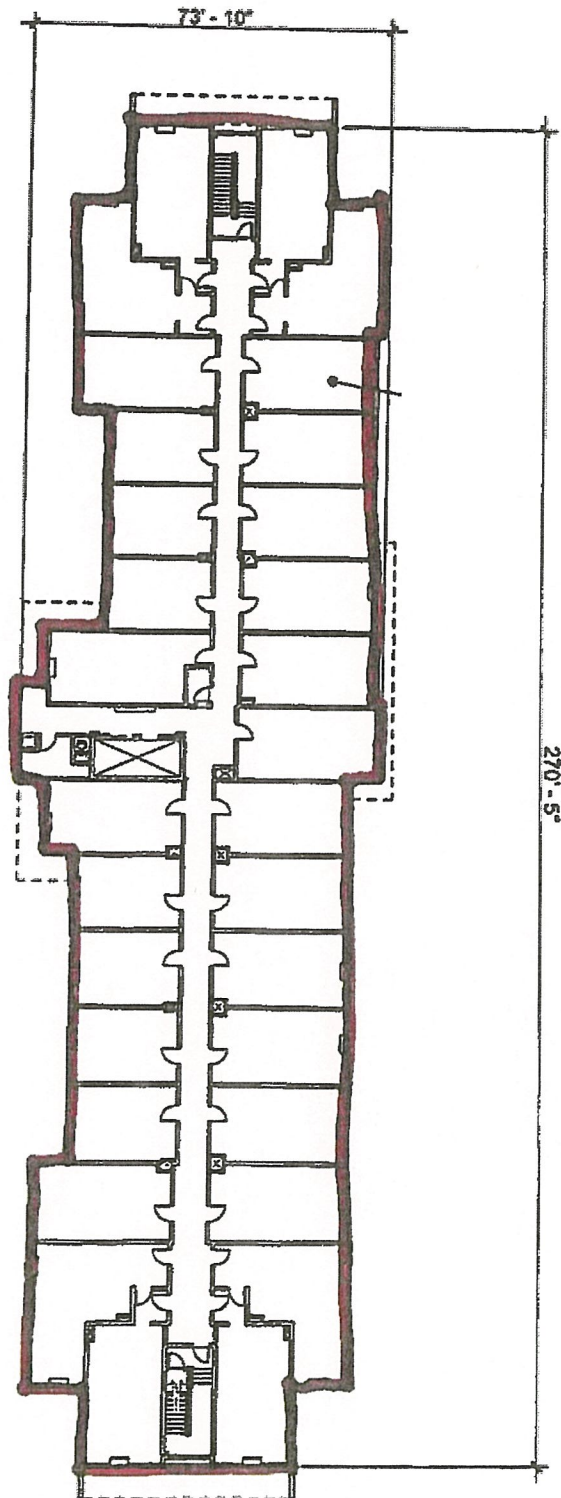


TRUE
NORTH

FOUNDRY HOTEL, LOVELAND
LEVEL 2
15,611 SF



FOUNDRY HOTEL, LOVELAND
LEVEL 3
15,611 SF



FOUNDRY HOTEL, LOVELAND
LEVEL 4
15,611 SF

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,

RP Loveland LLC

is a

Limited Liability Company

formed or registered on 06/11/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201511214 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/08/2020 that have been posted, and by documents delivered to this office electronically through 07/09/2020 @ 13:38:25 .

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 07/09/2020 @ 13:38:25 in accordance with applicable law. This certificate is assigned Confirmation Number 12456681 .



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."

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

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

RP Loveland LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)

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

2. The principal office address of the limited liability company's initial principal office is

Street address

6400 S Fiddlers Green Cir Ste 250

(Street number and name)

Greenwood Village

(City)

CO

(State)

80111

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

Renascent Loveland LLC

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

Street address

6400 S Fiddlers Green Cir Ste 250

(Street number and name)

Greenwood Village

(City)

CO

(State)

80111

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____
(ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name

(if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)

Renascent Loveland LLC

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

Mailing address

6400 S Fiddlers Green Cir Ste 250

(Street number and name or Post Office Box information)

Greenwood Village

(City)

CO

(State)

80111

(ZIP/Postal Code)

United States

(Country)

(Province – if applicable)

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

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

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

☐ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

<u>Mounce</u>	<u>Robyn</u>	<u>Asher</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1502 Boat Dock Rd</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Somerset</u>	<u>KY</u>	<u>42501</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>		<u>.</u>	
<small>(Province – if applicable)</small>		<small>(Country)</small>	

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

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 6/24/20

Name: RP Loveland LLC

Address: 256 E 2nd St\n\nLoveland, Colorado 80537-5627

Sales Tax Account Number: 94481535

Sales Tax Filing Frequency: Quarterly (Under \$300 in taxes/mo)

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

SUB-MANAGEMENT AGREEMENT

THIS SUB-MANAGEMENT AGREEMENT is made and entered into on this 12th day of June 2020, by and between RENASCENT HOSPITALITY, LLC, an Ohio limited liability company ("Manager"), and RP LOVELAND LLC, a Colorado limited liability company ("Sub-Manager"), and THE FOUNDRY HOTEL, LLC, a Colorado limited liability company ("Owner").

WITNESSETH:

WHEREAS, Owner and Manager are parties to that certain Management Agreement (the "Hotel Management Agreement") dated as of April 23, 2020, whereby Manager will operate and manage the premises commonly known as the TownePlace Suites, 256 East 2nd Street, Loveland, Colorado (the "Hotel");

WHEREAS, the Manager desires to enter into a Sub-Management Agreement whereby the Sub-Manager will be granted the exclusive right to purchase, dispense, sell, manage, and operate all of the food and beverage service (collectively the "Services") on the premises of the Hotel, including, without limitation, beverage alcohol service;

WHEREAS, the Owner of the Hotel agrees to the Manager's execution of the Sub-Management Agreement;

WHEREAS, the Sub-Manager represents that, on or before it begins purchasing and selling alcoholic beverages at the Hotel pursuant to this Sub-Management Agreement, it will first obtain or cause to be obtained all necessary permits and licenses from the appropriate governmental authorities.

NOW THEREFORE, in consideration of the mutual covenants and agreements, the parties hereto agree as follows:

1. The term of this Sub-Management Agreement shall run concurrently and in conjunction with the term set forth in the Hotel Management Agreement.
2. For the duration of this Sub-Management Agreement, Manager grants to the Sub-Manager, and the Owner approves, the exclusive right to provide the Services at the Hotel, subject to the Management Agreement, including without limitation, the exclusive control and discretion with regard to the purchase, sale and service to customers, storage, distribution, possession, and transportation of alcoholic beverages at the Hotel.
3. Sub-Manager shall apply for or cause to be applied for, secured, maintained, and renewed, all state and local licenses and permits necessary to lawfully provide the Services at the Hotel (the "Approvals") and Sub-Manager shall cause or cause to be done all such acts and things necessary to comply with all statutes, ordinances, laws, rules, regulations, orders, and requirements of any federal, state, or municipal government and appropriate departments, commissions, boards,

and officers having jurisdiction of the Hotel premises respecting the sale of alcoholic beverages thereon.

4. Sub-Manager shall arrange for the hiring, training, supervising, and discharging of any and all employees involved in the Services subject to the terms of the Hotel Management Agreement.

5. Sub-Manager shall pay, subject to the Hotel Management Agreement, the following, in such amounts and at such times as the same are required to be made in connection with:

- (i) All federal and state taxes, assessments, and charges of every kind imposed by any governmental agency relating to the purchase and sale of food and alcoholic beverages at the Hotel; and
- (ii) All costs and expenses of purchasing food and alcoholic beverages for sale at the Hotel.

6. Sub-Manager shall have the right to institute, at its own cost, any legal actions or proceedings relating to matters arising out of the Services.

7. Except as otherwise modified hereby, all the terms, covenants, and conditions of the Hotel Management Agreement, and all the rights and obligations of the parties thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed original documents. This Agreement may be executed by electronic signatures which shall be binding as originals on the parties hereto.

9. Nothing contained herein shall modify or otherwise limit Manager's duties and obligations to Owner as set forth in the Hotel Management Agreement, and Manager shall remain primarily liable to Owner for the same.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

HOTEL MANAGER:
RENASCENT HOSPITALITY, LLC
an Ohio limited liability company


By: 
Scott Somerville, President

SUB-MANAGER:
RP LOVELAND LLC,
a Colorado limited liability company

By: 
Scott Somerville, Authorized Signer

AGREED TO BY OWNER:
THE FOUNDRY HOTEL, LLC,
a Colorado limited liability company

By: BRINKMAN ENTITY MANAGEMENT, LLC,
a Colorado limited liability company,
Administrative Manager

By: 
Kevin Brinkman, Manager

THE MEMBERSHIP INTERESTS AND UNITS INTO WHICH THEY ARE DIVIDED ("SECURITIES") THAT ARE ISSUED BY THE COMPANY PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933 (AS AMENDED), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT, AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME.

OPERATING AGREEMENT

OF

RP LOVELAND, LLC

Dated: June 25, 2020

TABLE OF CONTENTS

Operating Agreement of RP LOVELAND, LLC

ARTICLE 1 -	DEFINITIONS	4
1.1	ASSIGNEE.....	4
1.2	BUSINESS PURPOSE.....	4
1.3	CAPITAL ACCOUNT.....	4
1.4	CASH AVAILABLE FOR DISTRIBUTION.....	4
1.5	CAPITAL CONTRIBUTION – ADDITIONAL.....	4
1.6	CAPITAL CONTRIBUTIONS – INITIAL.....	5
1.7	CAPITAL CONTRIBUTION – TOTAL.....	5
1.8	CAPITAL PERCENTAGE.....	5
1.9	CAPITAL DISTRIBUTIONS.....	5
1.10	DISTRIBUTIONS.....	5
1.11	COMPANY DEBT.....	6
1.12	ECONOMIC INTEREST.....	6
1.13	ENTITY.....	6
1.14	GIFTING OWNER.....	6
1.15	MAJORITY INTEREST.....	6
1.16	MANAGER.....	6
1.17	MEMBER.....	6
1.18	MEMBERSHIP INTEREST.....	7
1.19	NET CASH FROM OPERATIONS.....	7
1.20	NET CASH FROM SALES OR REFINANCING.....	7
1.21	NET PROFITS AND NET LOSSES.....	7
1.22	PERSONS.....	7
1.23	PROJECT TERMINATION.....	8
1.24	RESERVES.....	8
1.25	SELLING OWNER.....	8
1.26	TAX MATTERS PERSON.....	8
1.27	UNDISTRIBUTED CAPITAL CONTRIBUTIONS.....	8
1.28	UNIT OWNER.....	9
1.29	UNITS.....	9
ARTICLE 2 -	NAME AND OFFICES	9
2.1	NAME.....	9
2.2	PRINCIPAL AND REGISTERED OFFICE.....	9
ARTICLE 3 -	PURPOSE AND POWERS	9
3.1	FORMATION.....	9
3.2	POWERS.....	9
ARTICLE 4 -	MEMBERS	9
4.1	MEMBER ADMISSION.....	9
4.2	TRANSFER OF UNITS.....	9
4.3	ADDITIONAL CONTRIBUTIONS.....	10
4.4	LOAN GUARANTEE.....	11
4.5	UNIT OWNER LOANS.....	11

4.6	MANAGERS.	12
4.7	MANAGEMENT RIGHTS OF MEMBERS.	12
4.8	ACTIONS REQUIRING MEMBER APPROVAL.	12
4.9	MEMBER VOTING.	12
4.10	RIGHT OF INSPECTION.	12
4.11	INFORMATION BINDING.	13
4.12	LIABILITY OF MEMBERS OR ASSIGNEES.	13
4.13	INDEMNIFICATION.	13
4.14	OUTSIDE ACTIVITIES.	13
ARTICLE 5 -	ALLOCATIONS AND DISTRIBUTIONS	13
5.1	DISTRIBUTIONS OF NET CASH FROM OPERATIONS.	13
5.8	CAPITAL ACCOUNTS.	14
5.9	NET PROFITS ALLOCATION.	15
5.10	NET LOSSES ALLOCATION.	15
5.11	COMPLIANCE WITH REGULATIONS.	15
ARTICLE 6 -	MEMBERS MEETINGS.....	15
6.1	ANNUAL MEETINGS.	15
6.2	REGULAR MEETINGS.	16
6.3	SPECIAL MEETINGS.	16
6.4	NOTICE OF MEETING.	16
6.5	INFORMAL ACTION OF MEMBERS.	16
6.6	QUORUM.....	16
6.7	PROXIES.....	17
6.8	VOTING BY CERTAIN MEMBERS.	17
6.9	MEETING PROCEDURE.	17
6.10	TELEPHONIC MEETING.	17
6.11	VOTING.	17
ARTICLE 7 -	RIGHTS AND DUTIES OF MANAGER	18
7.1	MANAGEMENT.	18
7.2	ACTIONS REQUIRING UNANIMOUS APPROVAL OF THE MANAGERS.	18
7.3	CERTAIN POWERS OF MANAGER.....	19
7.4	ACCOUNTING.....	20
7.5	TAX RETURNS.	20
7.6	AGREEMENTS WITH AFFILIATES.	20
7.7	LIABILITY FOR CERTAIN ACTS.	20
7.8	MANAGER HAS NO EXCLUSIVE DUTY TO COMPANY.	20
7.9	OPERATING ACCOUNTS.....	21
7.10	INDEMNIFICATION.....	21
7.11	NUMBER, TENURE AND QUALIFICATIONS.....	21
7.12	VACANCIES.	21
7.13	RESIGNATION.	21
7.14	REMOVAL.....	21
7.15	REIMBURSEMENT; EXPENSE ACCOUNTS.....	22
7.16	GUARANTEED PAYMENT.....	22
7.17	RIGHT TO RELY ON CERTIFICATES OF MANAGER.	22
ARTICLE 8 -	BUY – SELL AGREEMENTS.....	23
8.1	TRANSFER RESTRICTIONS.....	23
8.2	LIFETIME TRANSFERS – THIRD-PARTY PURCHASE OFFER.....	23
8.3	OTHER LIFETIME TRANSFERS – DISQUALIFIED MEMBER OR ASSIGNEE.	25

8.4	RESIGNATION OF A MEMBER OR ASSIGNEE.	27
8.5	PURCHASE PRICE.	28
8.6	INSTALLMENT PAYMENTS.	29
8.7	CONSENT.	30
8.8	ENCUMBRANCE.	30
8.9	FURTHER RESTRICTIONS ON TRANSFER.	30
8.10	SUBSTITUTE MEMBERS.	30
8.11	RIGHTS OF CREDITOR AGAINST A MEMBER OR ASSIGNEE.	30
8.12	GIFTS.	31
ARTICLE 9 -	DISSOLUTION AND LIQUIDATION	31
9.1	EVENTS OF DISSOLUTION.....	31
9.2	LIQUIDATION.	31
9.3	TERMINATION.	32
ARTICLE 10 -	INVESTMENT LETTER.....	32
10.1	MEMBER WARRANTY.	32
10.2	OPERATING AGREEMENT REVIEW.	32
10.3	RISK OF INVESTMENT.	32
10.4	NO SECURITIES.	32
ARTICLE 11 -	MISCELLANEOUS.....	33
11.1	NOTICE.	33
11.2	NOTICE OF MEETING.	33
11.3	WAIVER OF NOTICE.	33
11.4	AMENDMENTS.	33
11.5	GENDER NEUTRAL.....	34
EXHIBIT A - MEMBERS		36
EXHIBIT B - COMPENSATION FOR SERVICES SCHEDULE	ERROR! BOOKMARK NOT DEFINED.	
EXHIBIT C - MASTER DEVELOPMENT AGREEMENT.....		41
EXHIBIT D - EXAMPLE OF DISTRIBUTION FROM SALE OR REFI.....		42
EXHIBIT E - EXAMPLE OF DISTRIBUTION FROM OPERATIONS.....		43

OPERATING AGREEMENT OF RP LOVELAND, LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into by Renascent Hospitality, LLC, an Ohio limited liability company ("RH"), the sole Member of RP LOVELAND, LLC, an Ohio limited liability company (hereinafter sometimes designated as the "**Company**"), to establish the following Operating Agreement of the Company for the purposes hereinafter expressed.

ARTICLE 1 - DEFINITIONS

1.1 Assignee.

"**Assignee**" shall mean the owner of an Economic Interest who is not a Member and thus is not entitled to the full rights and benefits of a Member such as the right to vote or participate in the management of the Company.

1.2 Business Purpose.

The "**Business Purpose**" of the Company is to hold the liquor license in the hotel project known as the aloft Hotel by Marriott located at The Foundry, Loveland, CO.

Any applicable soft costs related to the Project prior to obtaining Entitlements, Construction Financing and the commencement of construction, will be paid based on Ownership percentages of the Members.

RH is the "**Member**" under this Agreement.

1.3 Capital Account.

"**Capital Account**" shall mean, with respect to any Member or Assignee, as of any given date, the capital account maintained for any such Person as set forth in Article 5 below.

1.4 Cash Available for Distribution.

"**Cash Available for Distribution**" shall mean all cash funds of the Company, including Net Cash from Operations and Net Cash from Sales or Refinancing, without reduction for any non-cash charges, but less cash funds used to pay current operating expenses, principal and interest on Company Debt and to pay or establish reasonable Reserves for items such as future expenses, debt payments, capital improvements and replacements as determined by the Manager.

1.5 Capital Contribution – Additional.

"**Additional Capital Contribution**" shall mean any contribution to the capital of the Company pursuant to this Operating Agreement, if any, as may be set forth in Section 4.3 below, in addition to the Initial Capital Contribution.

1.6 Capital Contributions - Initial.

The initial contributions to the capital of the Company by the Members are an amount equal to the investment soft costs related to the Project, and all cash required to obtain and close on the Construction Financing. The anticipated Initial Capital Contributions shall be set forth on an **Exhibit A** (the “**Initial Capital Contributions**”) to this Operating Agreement, or an amendment to the Operating Agreement that may be executed from time to time. The Capital Contributions to the Company are subject to adjustment as provided in this Agreement.

1.6.1 The Initial and Final Capital Contributions to the Company will equal the amount required to invest into the Project.

If the Managers by unanimous agreement elect to solicit cash contributions to apply toward the Initial Capital Contributions through the admission of new Class B Members to the Company, any such cash contributed to the Company will be credited equally toward the Initial Capital Contribution obligations of the Class A Members, and the Class A Units owned and Initial Capital Percentages of each Class A Member will be reduced accordingly.

1.7 Capital Contribution – Total.

“**Total Capital Contribution**” shall mean for each Unit Owner the sum of the Initial Capital Contribution and Additional Capital Contribution as may change from time to time as a Unit Owner may make an Additional Capital Contribution to the Company, if any.

1.8 Capital Percentage.

“**Capital Percentage**” shall mean the capital percentage of each Member or Assignee so that a respective Member’s or Assignee’s Capital Percentage shall be equal to the ratio of the sum of each Member’s or Assignee’s Initial Capital Contribution and Additional Capital Contributions less Capital Distributions bear to the Initial Capital Contribution and Additional Capital Contributions less Capital Distributions of all Members or Assignees at any given time.

1.9 Capital Distributions.

“**Capital Distributions**” shall mean a distribution to the Member or Assignee of all or a portion of their respective Total Capital Contributions pursuant to Section 5.2.2. A Capital Distribution arises only from a distribution of Net Cash from Sales or Refinancing under Section 5.2.2.

1.10 Distributions.

1.10.1 Distributions.

“**Distribution**” shall mean a distribution of Cash Available for Distribution to the Unit Owners as follows:

(i) from Net Cash from Operations, a Distribution to the Unit Owners, prorata, to the Unit Owners respective ownership shares on the outstanding balance, if any, of a Unit Owner’s Undistributed Capital Contribution as set forth in Section 5.1 below; and Exhibit E,

(ii) from Net Cash from Sales or Refinancing, a Distribution to the Unit Owners, prorata, to the Unit Owners respective ownership shares.

1.11 Company Debt.

"Company Debt" shall mean debts and obligations of the Company.

1.12 Economic Interest.

"Economic Interest" shall mean a Member's or Assignee's share of one (1) or more of the Company's Net Profits, Net Losses, capital and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

1.13 Entity.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

1.14 Gifting Owner.

"Gifting Owner" shall mean any Member or Assignee who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

1.15 Majority Interest.

"Majority Interest" shall mean more than fifty percent (50%) vote of the Units owned by Members entitled to vote.

1.16 Manager.

"Manager" shall mean RH (individually "Manager" or collectively "Managers"). The Company shall have one (1) Manager. RH shall serve as Manager until the earlier of the following:

1.16.1 The resignation of either RH; or

1.16.2 The removal of RH for cause by appropriate legal proceeds as provided in Section 7.14 below.

A Manager elected to replace either RH due to any of the reasons set forth above shall be elected at a special meeting of the Members under Section 7.12 below. Managers need not be residents of the State of Colorado or Members of the Company. The authority of the Managers is set forth in Article 7 below.

1.17 Member.

"Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members of the Company. To the extent the Manager has acquired a Membership Interest in the Company, it will have all the rights of Members with respect to such Membership Interest, and the term Member as used herein

shall include the Manager to the extent it has acquired such a Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or acquisition by such Person of a Membership Interest or Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

1.17.1 Member.

“**Member**” shall mean a Member who is liable for Additional Capital Contributions and shall act, if applicable, as a guarantor for certain liabilities of the Company as required in this Agreement.

1.18 Membership Interest.

“**Membership Interest**” shall mean a Member’s entire interest in the Company, including such Member’s Economic Interest, Units and such other rights and privileges that the Member may have by being a Member.

1.19 Net Cash from Operations.

“**Net Cash from Operations**” shall mean the amount by which the total of the cash on hand and in the Company’s bank accounts from the ordinary course of business (excluding Net Cash From Sales or Refinancing) is in excess of the operating and management expenses of the Project, debt service, accrued developer fees and commissions, reasonable cash requirements and repair, replacement, and other Reserves of the Company. The cash and Reserve requirements shall include, but not be limited to, the amounts reasonably required for all taxes, insurance, debt service, and other expenses of the Company, all as reasonably determined by the Manager.

1.20 Net Cash from Sales or Refinancing.

“**Net Cash from Sales or Refinancing**” shall mean the net cash proceeds from all sales or other dispositions (other than in the ordinary course of business or a like-kind exchange) and all refinancings of Project less payment of outstanding obligations of the Company, including accrued developer fees and commissions, and any portion thereof used to establish Reserves, all as determined by the Manager. The term includes all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Project.

1.21 Net Profits and Net Losses.

“**Net Profits**” and “**Net Losses**” shall mean the income, gain, loss, deductions, and credits of the Company determined by the Company’s independent certified public accountant at the close of each fiscal year on the Company’s tax return filed for federal income tax purposes.

1.22 Persons.

“**Persons**” shall mean any individual or Entity, and the heirs, personal representatives, administrators, legal representatives, successors, and/or assigns of such Person when the context so permits.

1.23 Project.

“Project” shall mean the aloft Hotel by Marriott at the Foundry, Loveland, CO.

1.24 Project Termination.

“Project Termination” shall mean if the Company, upon the approval of the Manager under Section 7.2 below, exercises any Project Termination right. RH will remain responsible for their respective ownership shares of all costs and expenses incurred prior to such termination, including but not limited to applicable soft costs.

If RH desires that the Company exercise any termination right, and the other Members if applicable desire to continue the Project, RH will negotiate in good faith a mutually acceptable agreement allowing the Company, and the Member desiring to continue, an opportunity to continue with the Project. The Members agree that any such continuation agreement will include, among other terms, a mutual indemnification and hold harmless agreement. But any such continuation agreement will not include a fee payment or requirement that any exiting Member receives a reimbursement of Entitlement soft cost expenses incurred prior to its resignation from the Company.

1.25 Property.

“Property” means the following real property on which the Project will be constructed:

To be located in the Foundry, Loveland (Colorado) (collectively **“Property”**).

1.26 Reserves.

“Reserves” shall mean, with respect to any fiscal year, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for items such as working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

1.27 Selling Owner.

“Selling Owner” shall mean any Member or Assignee who sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

1.28 Tax Matters Person.

“Tax Matters Person” shall mean RH, or any other Person that succeeds in such capacity.

1.29 Undistributed Capital Contributions.

“Undistributed Capital Contributions” shall mean, as of any date of its calculation, the excess of the Total Capital Contributions of a Member at that time over total previous Capital Distributions to that Member pursuant to Section 5.2.2.

1.30 Unit Owner.

"Unit Owner" shall mean and refer to a Member or an Assignee, collectively or individually. The term Unit Owner is used in this Agreement to refer collectively to both Members and Assignees from time to time.

1.31 Units.

"Units" shall represent a Member's or an Assignee's Economic Interest, even though such ownership may be different from (more or less than) the holder's proportionate Capital Account. The Company is not obligated to issue certificates to represent any Units.

ARTICLE 2 - NAME AND OFFICES

2.1 Name.

The name of the Company is: RP LOVELAND, LLC.

2.2 Principal and Registered Office.

The principal office of the Company is located at 6400 S Fiddlers Green Circle, Suite 250; Greenwood Village, CO 80111

ARTICLE 3 - PURPOSE AND POWERS

3.1 Formation.

The Members have formed the Company pursuant to the Articles of Organization (the **"Articles"**) filed with the Ohio Secretary of State under the Ohio Limited Liability Company Act (the **"Act"**). The Articles are adopted and incorporated by reference in this Operating Agreement. The rights and obligations of the Company and the Members shall be as provided in the Articles and this Operating Agreement. In the event of any inconsistency between the Articles and this Operating Agreement, the terms of this Operating Agreement shall govern.

3.2 Powers.

In furtherance of its purposes, the Company shall have and exercise all of the powers and privileges now or hereafter conferred by law upon Ohio limited liability companies.

ARTICLE 4 - MEMBERS

4.1 Member Admission.

The Initial Members of the Company and each Members Initial Capital Contributions are set forth on Exhibit A. A person or entity may be admitted as an additional Member by written approval of the Managers, and upon making any contribution to the Company determined by the Managers as a pre-condition to such admission. No Person shall have the pre-emptive right by reason of being a Member or owner of an Economic Interest to acquire any additional Units that the Company may issue.

4.2 Transfer of Units.

Subject to transfer restrictions in Article 8, the transferee of a Unit, unless said transferee was a Member immediately prior to the transfer, shall acquire only an Economic Interest as an Assignee

and thus shall not have any right to participate in the management of the business and affairs of the Company or to become a Member, unless first approved by the written consent of the Managers that the transferee shall become a Member and acquire a Membership Interest. If such written consent is not obtained, the transferee shall only be entitled to receive an Economic Interest as an Assignee.

4.3 Additional Contributions.

4.3.1 If the Company has insufficient cash to timely meet the cash requirements of the Company as determined by the unanimous approval of the Manager, the Members shall be required to make further Capital Contributions to the Company in an amount approved by the Managers from time to time ("**Additional Capital Contributions**"). Additional Capital Contributions shall be in the same ratio as the current Capital Percentages. Upon unanimous approval by the Managers that Additional Capital Contributions are required in connection with the operation of the Company's business, each of the Members or Assignees shall deliver its proportionate share of such Additional Capital Contribution to the Company within thirty (30) days after the Managers have approved the Additional Cash Contribution.

4.3.2 If any Member refuses or fails to contribute its share of any or all Additional Capital Contributions (a "**Failed Contribution**") within the permitted time period (a "**Defaulting Member**"), the other Members that have made their share of such Additional Capital Contribution (the "**Non-Defaulting Members**") individually, or the Manager on behalf of the Company at the request of a vote of the Non-Defaulting Members, may exercise any one (1) or more of the following remedies on behalf of themselves and/or the Company, as the case may be:

4.3.2.1 (for the Company only) Setoff the amount of the Failed Contribution against any amounts which would otherwise be payable by the Company to the Defaulting Member;

4.3.2.2 Advance funds in the form of a loan to the Defaulting Member with the terms of the loan stated in a promissory note; and/or

4.3.2.3 (for Members only) Make an Additional Capital Contribution in an amount equal to the Failed Contribution of the Defaulting Member ("Deficit Capital Contribution") and adjust the Capital Percentage as provided below.

In the event that more than one (1) Non-Defaulting Member desires to make a Deficit Capital Contribution on behalf of a Defaulting Member, then each such Non-Defaulting Member may make a Deficit Capital Contribution on behalf of the Defaulting Member on a basis pro rata to the Capital Percentage of those Members desiring to make such Deficit Capital Contribution. If none of the Non-Defaulting Members desire to make all of the Deficit Capital Contribution or make a loan to cover the Failed Contribution of the Defaulting Member(s), all of the Non-Defaulting Members shall contribute their respective proportionate share of the shortfall caused by the Non-Contributing Member.

In the case of a default in the contribution of additional capital to the Company, the Capital Percentage of a Defaulting Member shall be decreased by two hundred percent (200%) of the percentage which the respective portion of the amount of the default bears to the aggregate amount capital committed by Defaulting Member to be contributed to the Company (an "Adjustment"), and the Capital Percentage of the Non-Defaulting Members making a Deficit Capital Contribution shall be increased proportionately by the same amount as the Adjustment.

The Non-Defaulting Members or the Company, as the case may be, may exercise any one (1) or more of the remedies contained in this Section 4.3.3 by written notice to the Non-Contributing Member within ten (10) days of the expiration of the time period allowed for making payment as specified in Section 4.3.3, followed by payment of any amounts required by Section 4.3.3, if applicable, within ten (10) days thereafter.

4.3.3 None of the terms, covenants, obligations or rights contained in this Section 4.3 shall be deemed to be for the benefit of any Person or Entity other than the Members and the Company, and no such third party shall under any circumstances have any right to compel any actions or payments by the Manager and/or the Members.

4.4 Loan Guarantee.

Except and unless as specifically set forth in this Agreement requiring a guaranty of the Members or their respective principals, neither the principals of any Member shall be required to directly personally guaranty payment of the Project Financing to any lender.

None of the terms, covenants, obligations or rights contained in this Section is or shall be deemed to be for the benefit of any person or entity other than the Unit Owners and the Company, and no such third party shall under any circumstances have any right to compel any actions or payments by the Company and/or the Unit Owners.

4.5 Unit Owner Loans.

If a Manager determines that the Company may require additional cash but the Members have not unanimously agreed to require Additional Capital Contributions under Section 4.3, any Member may elect to loan money to the Company upon such terms and conditions approved by the Member and the Managers; provided, however, the interest payable to any Member shall not exceed four percentage points per annum above the prime rate of interest reported by the Wall Street Journal on the day preceding the date of the loan. Additional Units shall not be issued to any Member so electing to make such a loan to the Company.

None of the terms, covenants, obligations or rights contained in this Section is or shall be deemed to be for the benefit of any person or entity other than the Unit Owners and the Company, and no such third party shall under any circumstances have any right to compel any actions or payments by the Manager and/or the Unit Owners.

4.6 Managers.

The business and affairs of the Company shall be managed by the Manager. The rights and obligations of the Manager are set forth below in Article 7.

4.7 Management Rights of Members.

All Members shall be entitled to vote on any matter submitted to a vote of the Members. Except as expressly provided herein, the Members shall not participate in the management and control of the business nor have any authority to act on behalf of the Company.

4.8 Actions Requiring Member Approval.

The Members agree that the following decisions require the prior vote and unanimous approval of the Units represented by Members who are entitled to vote and are present at the meeting before any actions with regard thereto may be taken:

- 4.8.1 Entering into or establishing new lines of business other than the Business Purpose.
- 4.8.2 The sale or liquidation of the company
- 4.8.3 Any loans or other debts not specifically called out within this agreement

4.9 Member Voting.

Unless unanimous consent is required by this Agreement or other method of voting specifically stated, a Majority Interest shall determine any matter to be acted upon by the Members. The Members hereby waive the right to replace the Managers and agree that, except as provided in Article 1 above, the Managers shall continue to serve as Manager unless it shall resign as Manager pursuant to Article 1 or be removed for "cause" pursuant to Section 7.14 below.

4.10 Right of Inspection.

The books and records of the Company shall be kept at the principal offices of the Company. The Members shall have the right to examine the books and records of account, minutes and records of the Company and to make copies thereof at any reasonable time or times and for any purpose. Inspection of the books and records may be made by any agent or attorney of a Member. The books and records of the Company shall include:

1. A current list of the full name and last-known mailing address of each Member, past and present;
2. A copy of the Articles of Organization and all amendments thereto;
3. copies of the Company's federal and state income tax returns for the three most recent years;
4. a copy of any currently effective Operating Agreement;
5. copies of any financial statements of the Company for the three most recent years;

6. minutes of every annual and special meeting;
7. a description of the amount of cash and a description and statement of the agreed value of any other property or services that each Member may agree to contribute in the future, if any, together with the times or events on the happening of which the Additional Capital Contribution is due;
8. any written consents obtained from Members; and
9. any other documents required by the Act.

4.11 Information Binding.

Any information provided to a Member under this Article shall be deemed conclusive and binding on such Member unless written objection thereto is delivered to all other Members within ninety (90) days after the inspection.

4.12 Liability of Members or Assignees.

No Member or Assignee shall be liable under a judgment, decree or Order of a Court, or in any other manner, for a debt, obligation, or liability of the Company.

4.13 Indemnification.

Members shall be indemnified against liability because of actions taken by them on behalf of the Company to the full extent permitted by the provisions of O.R.S. Section 7-80-407 as the same now exists or may hereafter be amended.

4.14 Outside Activities.

Neither the Company nor any Unit Owner shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities or to the income or proceeds derived from any other business or venture of a Unit Owner. The pursuit of such ventures, even if similar to the Business Purpose of the Company, shall not obligate a Unit Owner to present any particular investment opportunity to the Company or the Unit Owners even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and a Unit Owner shall, without notice to the Company or any of its Unit Owners, have the right to take such investment for its own account (individually or as a trustee), as the case may be, or to recommend any such particular investment opportunity to any other person whatsoever.

ARTICLE 5 - ALLOCATIONS AND DISTRIBUTIONS

5.1 Distributions of Net Cash from Operations.

The Company's Net Cash from Operations shall be determined and distributed at such times as the Managers may, in the Managers' unanimous discretion, determine that such funds are available. All Distributions of Net Cash from Operations (other than Distributions upon Liquidation of the Company, which are governed by Section 9.2) shall be made from time to time as follows:

5.1.1 To the Unit Owners in proportion to their respective Capital Percentages.

5.2 Distributions of Net Cash from Sales or Refinancing.

The Company's Net Cash from Sales or Refinancing shall be determined and distributed at such times as the Manager may, in the Manager's reasonable sole discretion, determine that such funds are available. All Distributions of Net Cash from Sales or Refinancing (other than Distributions upon Liquidation of the Company, which are governed by Section 9.2) shall be made from time to time as follows:

5.2.1 To the Unit Owners in proportion to their respective Capital Percentages.

5.3 Distribution Following Resignation.

Upon resignation, the resigning Unit Owner shall be entitled to receive any distributions previously authorized by the Managers but not yet paid as of the effective date of resignation.

5.4 Distribution in Kind.

No Unit Owner shall have a right to demand and receive distributions in any form other than cash. The Managers shall have, however, the right to make distributions to a Unit Owner in a form other than cash including the right to make a distribution to a Unit Owner of any asset in kind provided that the Managers and the receiving Unit Owner agree on the value of the in-kind distribution.

5.5 Right to Distribution.

At the time a Unit Owner becomes entitled to receive a distribution, the Unit Owner shall have the status of and be entitled to all remedies available to a creditor of the Company with respect to the distribution.

5.6 Limitations on Distributions.

A Unit Owner may not receive a distribution from the Company to the extent that the distribution would violate O.R.S. Section 7-80-606, or any other or future provision of the Act, i.e. after giving effect to the distribution, all liabilities of the Company, other than liabilities to Unit Owners on account of their Economic Interest, would exceed the fair value of the Company's assets.

5.7 Liability upon Return of Capital.

If a Unit Owner has received the return of any part of its contribution in violation of this Agreement or the Act, the Unit Owner is liable to the Company for the amount of the contribution wrongfully returned as provided by the Act.

5.8 Capital Accounts.

Individual capital accounts shall be established and maintained for each Unit Owner in accordance with the following provisions:

5.8.1 Each capital account shall be increased by (1) the amount of cash and the value of property contributed by the Unit Owner to the Company, (2) the Unit Owner's share of Company profits, and (3) the amount of any Company liability that is assumed by the Unit Owner or any Company liability that is secured by Company property distributed to such Unit Owner.

5.8.2 Each capital account shall be decreased by (1) the amount of cash and the value of any Company property distributed to such Unit Owner, (2) the Unit Owner's share of Company losses, and (3) the amount of any liabilities of the Unit Owner that are assumed by the Company or any liabilities that are secured by property contributed by such Unit Owner to the Company.

5.8.3 The foregoing provisions and any other provisions of this Agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulation Section 1.704(1)(b), or any replacement section therefore, and the capital accounts shall be maintained in a manner that is consistent with such regulations.

5.9 Net Profits Allocation.

Except as otherwise provided in this Agreement, all Net Profits of the Company and any other item not otherwise provided for, shall be allocated as follows: (i) first in an amount equal to the amount of losses previously allocated to the Unit Owners under Section 5.10 to the extent thereof; (ii) second to Unit Owners having negative Capital Account balances in proportion to, and to the extent of, such negative balances; (iii) third among the Unit Owners in proportions to the actual cash distributions to the Unit Owners under Article 5; and, (iv) the balance, if any, in such proportions to the Capital Percentages, subject to compliance with regulations set forth in Section 5.11 below.

5.10 Net Losses Allocation.

Except as otherwise provided in this Agreement, all Net Losses of the Company, and any other item not otherwise provided for, shall be allocated as follows: (i) pro rata to each Unit Owner with a positive Capital Account balance in the amount of such positive balance; provided, however, that, if the amount of Net Losses to be allocated is less than the sum of the Capital Account balances of all Unit Owners having a positive Capital Account balances, then the Net Losses shall be allocated to the Unit Owners in such proportions, and in such amounts, as would result in the respective Capital Account balance of each Unit Owner equaling as nearly as possible such Unit Owner's respective Capital Percentage; and, (ii) the balance, if any, in such proportions to the Capital Percentages, subject to compliance with regulations set forth in Section 5.11 below.

5.11 Compliance With Regulations.

It is the intent of the Company to comply with the provision of Internal Revenue Code Section 704(b) and the regulations promulgated pursuant thereto. In the event of discrepancies or inconsistencies between the intent of the parties and the provisions of the Internal Revenue Code and regulations, the Company shall make such adjustments in respect of the allocation provisions as may be necessary to bring the allocations into compliance with the applicable provisions of the code and regulations in a reasonable and prudent manner. To achieve "substantial economic effect" pursuant to Section 704(b), this Agreement shall be considered to include as applicable a "qualified income offset" provision as required by Treasury Regulation Section 1-704(b)(2)(ii)(d) and a "minimum gain chargeback" as described in Section 1.704-2 of the Treasury Regulations.

ARTICLE 6 - MEMBERS MEETINGS

6.1 Annual Meetings.

Unless requested in writing by any Member of the Company, no annual meeting of the Members shall be required. Upon receipt of a written request of any Member, the Company shall schedule annual meetings of the Members at such time as shall be determined by resolution of the Members or, if none, by the Manager, for the purpose of the transaction of such business as may come before the meeting, except that the Members hereby waive the right to replace that Manager and agree that the Manager shall continue to serve as Manager unless he shall resign as Manager pursuant to Section 7.13 or be removed for "cause" pursuant to Section 7.14 below. Failure to hold an annual meeting as required by this Agreement shall not work as a forfeiture or dissolution of the Company. The annual meeting shall be held at such place, either within or outside of Ohio, as may be specified in the Notice of Meeting or, if no place is specified in the Notice, at the registered office of the Company in Greenwood Village, CO.

6.2 Regular Meetings.

The Members may, by resolution, prescribe the time and place for the holding of such other necessary meetings of the Members and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

6.3 Special Meetings.

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Members holding at least ten percent (10%) of the Units owned by Members entitled to vote.

6.4 Notice of Meeting.

Whenever notice to Members of a meeting of the membership is required, ten (10) days' notice shall be provided. Notice of meetings required shall be governed by the provisions of Section 11.2 of this Agreement.

6.5 Informal Action of Members.

Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed on behalf of all the Members entitled to vote with respect to the subject matter thereof.

6.6 Quorum.

At any meeting of the Members, more than fifty percent (50%) of the Units owned by Members entitled to vote as reflected on the books of the Company, represented in person or by proxy, shall constitute a quorum. If less than a quorum of the Units is so represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting, the presence of the holders of at least a majority of the Units shall constitute a quorum and, if such quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

6.7 Proxies.

At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

6.8 Voting by Certain Members.

Units held in the name of a corporation, partnership or company may be voted by an officer, partner, agent or proxy of such entity. Units held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by such representative, either in person or by proxy, without a transfer of the certificates into the representative's name.

6.9 Meeting Procedure.

The following provisions shall govern the Members in taking action on matters involving the Company.

6.9.1 Presiding Officer.

The Members shall designate a presiding officer at all Members' meetings. The presiding officer shall appoint a Secretary who shall take the minutes of the meeting. The Members may adopt their own rules of procedure which shall not be inconsistent with this Agreement.

6.9.2 Presumption of Assent.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken, shall be presumed to have assented to the action taken, unless such Member's dissent shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

6.10 Telephonic Meeting.

Members of the Company may participate, and the Company shall provide means to participate, in any membership meeting by means of a telephone conference or similar communication where all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

6.11 Voting.

A Member is entitled to one (1) vote for each Unit owned. Unless unanimous consent is required by this Agreement or other method of voting specifically stated, a Majority Interest shall determine any matter to be acted upon by the Members.

ARTICLE 7 - RIGHTS AND DUTIES OF MANAGER

a. Management.

Subject to Section 7.2 and Section 4.8, the business and affairs of the Company shall be managed by its designated Manager. Except for circumstances in which the approval of the Members is expressly required by this Operating Agreement or by a non-waivable provision of the Act, the Manager shall make all decisions and shall have all authority to make decisions and act on behalf of the Company. The Managers may act to bind the Company to contracts and obligations. The Manager, is authorized to issue certificates of authority upon which third parties may rely under Section 7.17 below. The Manager shall direct, manage and control the business of the Company to the best of their ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things which the Managers deem necessary or desirable for that purpose. The Managers shall be obligated to devote only as much time to the Company's business as shall be reasonably required in light of the Company's business and objectives.

b. Actions Requiring Unanimous Approval of the Members.

Notwithstanding the other terms of this Agreement, the following decisions require the prior vote and approval of a unanimous approval of the Members at a special meeting of the Members (or by Unanimous Written Consent) before any actions with regard thereto may be taken:

7.1.1 Entering into any loan;

7.1.2 Acquiring additional real property (except easements or parcels directly related to the Property development and Project Entitlement);

7.1.3 Establishing new lines of business beyond original Business Purpose;

7.1.4 Admission of new Members or issuing additional Units (provided that the Capital Percentage of the Members may vary if the Members provide Additional Capital Contributions as provided herein);

7.1.5 Pledging Company assets as collateral or security;

7.1.6 Entering into any contract with an obligation over \$20,000;

7.1.7 Acquiring property with a value over \$10,000;

7.1.8 Borrowing money not secured by Company assets, including the terms of any Member loan to the Company under Section 4.5;

7.1.9 Entering into any lease on the Property with a term in excess of twenty-four (24) months;

7.1.10 The sale of all or substantially all of the Company assets;

7.1.11 The hiring of a Manager as an employee of the Company, eligible for the benefits described in Sections 7.15 and 7.16 below

c. Certain Powers of Manager.

Without limiting the generality of Section 7.1, and subject to Section 7.2, the Manager shall have power and authority, on behalf of the Company:

7.1.12 To purchase liability and other insurance to protect the Company's property and business;

7.1.13 To hold and own any Company real and/or personal properties in the name of the Company;

7.1.14 To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments having a prudently obtainable yield;

7.1.15 Upon the unanimous approval of the Members as required herein, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or does not cause a default under any other agreement to which the Company may be bound;

7.1.16 To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of Company property; assignments; bills of sale; leases; partnership agreements; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

7.1.17 To maintain reserves for the purpose of paying property taxes, mortgage installments, and any and all other types of costs or expenses as required or desired by the Manager;

7.1.18 To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and compensate them from Company funds;

7.1.19 To contract with itself or other persons or entities, whether or not affiliated with a Manager, for management or consulting services;

7.1.20 To enter into any and all other agreements on behalf of the Company, with any other person or entity for any purpose, in such forms as the Manager may approve; and

7.1.21 To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business, including paying the fees and expenses described in the

Agreement and delegating duties and authority to others when deemed necessary or appropriate.

d. Accounting.

The Managers shall cause books of account to be kept for the Company in accordance with generally accepted accounting practices. The books shall be maintained on an accrual or cash, calendar year basis.

e. Tax Returns.

The Manager and Tax Matters Person shall cause tax returns to be prepared for the Company and filed in a timely manner. Copies of such returns shall be maintained with the books and records of the Company and shall be available to Members for inspection or copying at all reasonable times.

f. Agreements with Affiliates.

The Managers may enter into an agreement or agreements with any affiliate of either Manager for performance of any or all of its rights, duties or obligations hereunder, provided that the cost of services provided by such affiliate shall be at a market rate.

g. Liability for Certain Acts.

The Managers shall exercise ordinary business judgment in managing the business, operations and affairs of the Company. Unless fraud, deceit, gross negligence or willful misconduct shall be proved by a nonappealable court order, judgment, decree or decision, the Managers shall not be liable or obligated to the Unit Owners for any mistake of fact or judgment or for the doing of any act or the failure to do any act by the Managers in conducting the business, operations and affairs of the Company, which may cause or result in any loss or damage to the Company or its Unit Owners. The Managers do not, in any way, guarantee the return of the Unit Owners' Capital Contributions or a profit for the Unit Owners from the operations of the Company. The Managers shall not be responsible to any Unit Owners because of a loss of their investment or a loss in operations, unless the loss shall have been the result of fraud, deceit, gross negligence or willful misconduct by such Manager proved as set forth above. In so doing, the Managers shall incur no liability to the Company or to any of the Unit Owners as a result of engaging in any other business or venture.

h. Manager Has No Exclusive Duty to Company.

In consideration for serving as Manager, the Managers shall not be required to manage the Company as any such Manager's sole and exclusive activity and may have other business interests and may engage in other activities in addition to those relating to the Company, including, but not limited to, the rendering of advice or services of any kind to other investors and the making or management, either alone or in conjunction with others, of other investments similar or dissimilar to the Company's Business Purpose. Neither the Company nor any Unit Owner shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities or to the income or proceeds derived from any other business or venture of the Managers. The pursuit of such ventures shall not obligate the Managers to present any particular investment opportunity to the Company or the Unit Owners even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and the Managers shall, without notice to the Company or any of its Unit Owners, have the right to take such investment for any such Manager's own account (individually or

as a trustee), as the case may be, or to recommend any such particular investment opportunity to any other person whatsoever.

i. Operating Accounts.

The Managers may from time to time open bank accounts in the name of the Company into which shall be deposited all receipts, income and Capital Contributions of the Company and from which shall be paid all of the expenses required to be paid by the Company. The Managers shall be the sole signatories thereon, with only one Manager's signature required, and such account(s) shall be herein referred to as the Company Operating Account(s).

j. Indemnification.

The Managers shall be indemnified against liability because of actions taken by them on behalf of the Company or in their official capacity as a Manager to the full extent permitted by the provisions of O.R.S. Section 7-80-407 as the same now exists or may hereafter be amended.

k. Number, Tenure and Qualifications.

The Company shall have one (1) Manager. Manager shall serve until their resignation under Section 7.13 or their removal under Section 7.14. Manager need not be residents of the State of Ohio or Members of the Company.

l. Vacancies.

Any vacancies occurring in the office of a Manager may be filled by the remaining Members, if any, or if none, at an annual meeting or a special meeting called for such purpose by not less than a Majority Interest of the Members entitled to vote in the Company. A Member chosen to fill a vacancy shall serve the unexpired term of the predecessor in office. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled at a special meeting of the Members entitled to vote called for that purpose.

m. Resignation.

A Manager may resign at any time by giving written notice to all of the Members. The Manager's resignation shall take effect at the time specified in such notice and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

n. Removal.

The Manager may be removed only for "cause" by a seventy percent (70%) vote of the Units owned by Members entitled to vote. The following acts or omissions shall constitute "reasonable cause" for removal of the Manager pursuant to this Section 7.14:

7.1.22 Institution by the Manager of voluntary bankruptcy proceedings or the filing of an involuntary petition of bankruptcy which is not dismissed within sixty (60) days;

7.1.23 Commission of an act of fraud or embezzlement;

7.1.24 Commission of malfeasance in the discharge of its duties to the Company;
and

7.1.25 Nonfeasance or misfeasance which has had or which could reasonably be expected to have a materially adverse effect on the business, assets, liabilities, operations, results of operations, or financial condition of the Company.

7.2 Reimbursement; Expense Accounts.

Each Manager shall be entitled to reimbursement from the Company for all expenses of the Company reasonably incurred and paid by such Manager on behalf of the Company, provided that all such expenditures shall be reasonably necessary for the pursuit of the Company's business, shall be reasonable in amount, and shall be documented by appropriate invoices or other documentation. Any Manager serving as an employee of the Company shall be entitled to an expense account for the actual, reasonable and necessary expenses incurred in the course of Company business.

7.3 Guaranteed Payment. Intentionally Omitted.

7.4 Right to Rely on Certificates of Manager.

Any Person dealing with the Company may rely, without duty of further inquiry, upon a certificate signed by either Manager as to:

7.4.1 a Statement of Authority under Ohio Revised Statutes Section 38-30-172;

7.4.2 the identity of the Managers or of any Member;

7.4.3 the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the business or affairs of the Company;

7.4.4 the identity and authority of persons who are authorized to act for, or to execute or deliver any instrument or document on behalf of, the Company, and the scope of such authority; or

7.4.5 any other matter whatsoever involving the Company, the Managers or any Member.

7.5 Deadlock in Management. Upon the deadlock in any major decision or any other material matter regarding the management or operation of the Company which is unresolved for 30 days, the Company shall be terminated and the assets and liabilities of the Company shall be divided among the Members in proportion to their Membership Interests and according to dissolution provisions of the Act.

7.5.1 Notwithstanding the foregoing, in the event of a deadlock in management of the Company (and prior to the expiration of the 30 day period referenced above), any Member

may offer purchase or sell all, but not less than all of its Membership Interests to the other Members of the Company as follows:

7.5.1.1 The Member shall notify the other Member in writing of a price (per membership interest percentage) at which it is willing to buy or sell the Membership Interests of the Company. Upon receipt of such notice, the receiving Member shall have 10 days in which to elect to either sell their Membership Interests to the offering Member or purchase the offering Member's Membership Interests. In addition to the payment of the purchase price at closing, the buying Member shall obtain the following as conditions precedent to the closing: (i) procure the release of such selling Member's affiliates' Construction Financing Guaranties and any other guarantees made by selling Member or its affiliates for Project Financing; (ii) obtain the consent of Serendipity Labs Corporation, so as not to cause a default under the MDA; and (iii) obtain the consent of any lender providing Project Financing, so as to not cause a default under the applicable loan documents.

7.5.2 **Purchase Price.** The payment of the purchase price shall be made within 180 days of the receiving Member's notice of the election. If the receiving Member fails to make the election, the Company shall be terminated as provided in the first paragraph of this Section 7.18.

7.5.3 **Non-Competition/Non-Solicitation.** Upon the completion of the purchase stated in Section 7.18, the Member whose interests are purchased agrees not to either directly or indirectly develop a office share property or similar project within four (4) miles of any Project either existing or under development, for a period of four (4) years. In the event that the Company is terminated pursuant to Section 7.18 each Member agrees not to solicit the employees or manager which were allocated to the other Member(s) for the period of 18 months after termination of the Company.

ARTICLE 8 - BUY – SELL AGREEMENTS

8.1 Transfer Restrictions.

No Member or Assignee shall sell, assign, give, devise, or in any manner encumber, pledge or transfer (voluntarily or involuntarily) their Membership Interest or Economic Interest unless such transfer is affected in compliance with the terms of this Agreement or unless prior written consent of all of the Members has been obtained.

8.2 Lifetime Transfers – Third-Party Purchase Offer.

8.2.1 Notice of Third-Party Purchase Offer.

Any Selling Owner who receives an offer from a third party to purchase its Membership Interest or Economic Interest shall deliver to the Company and the other Members (but not Assignees) written notice stating:

8.2.1.1 that such Selling Owner has received a bona fide offer from a responsible prospective purchaser (hereinafter called the “**Offeror**”) to purchase all or a portion of the Membership Interest or Economic Interest owned by the Selling

Owner, which offer must acknowledge that the purchased Membership Interest or Economic Interest would remain subject to this Agreement;

8.2.1.2 the name and address of the Offeror;

8.2.1.3 the Membership Interest or Economic Interest which the Selling Owner desires to sell and which the Offeror desires to purchase;

8.2.1.4 the price being offered to the Selling Owner by the Offeror, including all terms of such offer; and

8.2.1.5 the proposed closing date of the transaction.

Any written notice stating a closing date less than ninety (90) days after the date of delivery of the notice to the Company and the other Members shall be void; the Selling Owner may not sell any Membership Interest or Economic Interest without first providing valid notice. If the written notice sets forth a purchase price which includes consideration other than cash or cash equivalents (for example, a promissory note), then the Company or the non-selling Members who may elect to purchase all or any portion of the Membership Interest or Economic Interest to be sold shall have the option to either pay the purchase price in such non-monetary consideration, or to pay the purchase price in monetary equivalent. If the parties are unable to agree unanimously on a monetary equivalent for the non-monetary consideration, then the question of the monetary equivalent shall be submitted to arbitration and shall be arbitrated in accordance with the Ohio Uniform Arbitration Act of 1975. All time periods provided in this Section shall be tolled from the date the arbitration demand is made until the date of the final, unappealed award of the arbitrator.

8.2.2 Right of First Refusal.

The Company shall have the first right to purchase all (but not less than all) of the subject Membership Interest or Economic Interest by serving written notice upon the Selling Owner of the Company's election to purchase all of the Membership Interest or Economic Interest at the price and upon the terms set forth in a third-party offer. The Company shall exercise the first right to purchase by serving written notice upon the Selling Owner of the Company's election to purchase all (but not less than all) of the Membership Interest or Economic Interest to which such offer relates; however, to exercise its first right to purchase the Company must provide the Selling Owner written notice within thirty (30) days of receipt by the Company of the notice required in Section 8.2.1 above. In the event the Company exercises its first right to purchase, the Selling Owner shall sell such Membership Interest or Economic Interest to the Company at the price and upon the terms as set forth in the offer. If the Company elects not to purchase all of the Membership Interest or Economic Interest offered for sale by the Selling Owner, the Company shall promptly notify all parties to this Agreement, in writing, of its decision.

To the extent that the Company does not exercise its first right to purchase, the other Members (but not Assignees), or any one of them, shall have the right to purchase all (but not less than all) of the subject Membership Interest or Economic Interest by serving written

notice upon the Selling Owner of their election to purchase all or their proportionate share of the Membership Interest or Economic Interest to which such offer relates; provided, however, the Members shall provide written notice of an election to purchase all of the Membership Interest or Economic Interest within thirty (30) days of receiving written notice that the Company elects not to purchase all of the Membership Interest or Economic Interest offered for sale by the Selling Owner. The other Members shall share in the right to purchase in proportion to their respective ownership percentages, unless they unanimously agree otherwise. The notice shall include the information required by Section 8.2.1 above.

The closing of the sale of the Membership Interest or Economic Interest to the Company or the other Members shall be held at the principal office of the Company not later than ninety (90) days after receipt of notice from the Selling Owner or the Company or on the proposed closing date provided under paragraph 8.2.1 above, whichever is later, and such sale shall be made at such price and upon such terms, including terms of payment (other than the time of closing as provided above), as were offered by the particular Offeror.

If the Company or the other Members do not exercise the right of first refusal and do not purchase all of the offered Membership Interest or Economic Interest, the Selling Owner may, within a period of one hundred twenty (120) days from the date written notice of the proposed sale was first delivered to the Company, sell to the Offeror all of the Membership Interest or Economic Interest covered by such notice upon the terms, including terms of payment, stated therein. However, before such sale is consummated, the Offeror must execute and deliver to the Company and the other Members an undertaking to the effect that the Offeror and the Membership Interest or Economic Interest held by the Offeror shall be bound by the terms of this Agreement to the same extent as if the Offeror had been an original party hereto. If such Membership Interest or Economic Interest is not so sold to the Offeror within the period of one hundred twenty (120) days, the Membership Interest or Economic Interest shall again become subject to the right of first refusal of the Company and other Members.

8.3 Other Lifetime Transfers – Disqualified Member or Assignee.

The Company and the remaining Members (but not Assignees) shall have the option, but not the obligation, to purchase all or a portion of the Membership Interest or Economic Interest owned by a Member or an Assignee (the “**Disqualified Member**”) upon the occurrence of any of the following events (a “**Disqualifying Event**”):

8.3.1 If a Member or an Assignee files a voluntary petition in bankruptcy or involuntary bankruptcy proceedings are commenced and an order for relief is entered against the Member or the Assignee;

8.3.2 If a Member or an Assignee should cause or allow any Membership Interest or Economic Interest to become encumbered, attached, seized, or levied upon by any creditor, or make an assignment of the Membership Interest or Economic Interest for the benefit of any creditor;

8.3.3 If a Member or an Assignee shall have filed against their Membership Interest or Economic Interest a tax lien respecting all or substantially all of the Member's or Assignee's property and such tax lien shall not be discharged, removed, or bonded within sixty (60) days of the date on which it was filed; or if a Member or an Assignee shall subject its Membership Interest or Economic Interest or any part thereof or interest therein to a charging order entered by any court;

8.3.4 If a Member or an Assignee is subject to the entry of a final, non-appealable court order or decree in any dissolution of marriage proceeding where all or part of the Member's or Assignee's Membership Interest or Economic Interest are awarded to the Member's or Assignee's spouse; or

8.3.5 If any other event should occur that, were it not for the provisions of this Agreement, would cause a Member's or Assignee's Membership Interest or Economic Interest in the Company or any part thereof, to be sold, assigned, or otherwise transferred, voluntarily or involuntarily, under circumstances that would not comply with the terms of this Agreement.

Such option shall be valid for a period of one hundred eighty (180) days following receipt of actual notice of any such event.

Upon a Disqualifying Event, the Disqualified Member, or their successors and representatives, shall have no right to vote or to participate in the management of the Company. A Disqualified Member shall only be entitled to receive allocations and distributions that such Member or Assignee would have been entitled to but for the Disqualifying Event.

8.3.6 The Company and then the other Members (but not Assignees) shall have the option, but not the obligation, to purchase all or a portion of the Membership Interest or Economic Interest by serving written notice to the Disqualified Member of an election to purchase all or a part of the Disqualified Member's Membership Interest or Economic Interest.

The Company shall have the first option to purchase all or a portion of the Membership Interest or Economic Interest by serving written notice upon the Disqualified Member of the Company's election to exercise its option within sixty (60) days of receipt by the Company of actual notice of any such Disqualifying Event. In the event the Company exercises its option to purchase, the Disqualified Member shall sell all or a portion of such Membership Interest or Economic Interest to the Company at the price and terms set forth below. If the Company elects not to purchase all or a portion of such Membership Interest or Economic Interest, the Company shall promptly notify all parties to this Agreement, in writing, of its decision.

To the extent that the Company does not exercise its first option to purchase, the other Members (but not Assignees), or any one of them, shall have the option to purchase all or a portion of such Membership Interest or Economic Interest by serving written notice upon the Disqualified Member of their election to purchase all or a portion of such Membership

Interest or Economic Interest; provided, however, the Members shall provide written notice of an election to purchase such Membership Interest or Economic Interest within sixty (60) days of receiving written notice that the Company elects not to purchase all or a portion of the Membership Interest or Economic Interest. The other Members shall share in the option to purchase in proportion to their respective ownership percentages, unless they unanimously agree otherwise. In the event the other Members exercise their option to purchase, the Disqualified Member shall sell all or a portion of such Membership Interest or Economic Interest to the electing Members at the price and terms set forth below.

Closing of the sale of the Membership Interest or Economic Interest of the Disqualified Member to the Company or the other Members shall be held at the principal office of the Company not later than one hundred eighty (180) days after the Company receives actual notice of the Disqualifying Event which gives rise to the purchase right. The purchasing Company or the purchasing Members shall establish the closing date and time for the purchase of their respective interests, which closings do not need to occur at the same time.

8.3.7 Purchase Price.

In the event the Company or the other Members purchase all or a portion of the Disqualified Member's Membership Interest or Economic Interest, the purchase price shall be determined under Section 8.5 below.

8.3.8 Payment.

The purchase price shall be payable in cash or certified funds on the closing date, unless the Company or the purchasing Members shall elect prior to or on the closing date to purchase the Disqualified Member's Membership Interest or Economic Interest in installments as provided in Section 8.6 below.

8.4 Resignation of a Member or Assignee.

The resignation of any Member or Assignee (the "**Resigning Member**") shall be a Resignation Event ("**Resignation Event**") and a breach and default of this Agreement. Upon a Resignation Event, the Resigning Member, or its successors and representatives, shall have no right to vote or to participate in the management of the Company. A Resigning Member shall only be entitled to receive allocations and distributions that such Member or Assignee would have been entitled to but for the Resignation Event.

8.4.1 Purchase of Resigning Member's Interest.

The Company shall have the first option to purchase all or a portion of the Membership Interest or Economic Interest by serving written notice upon the Resigning Member of the Company's election to exercise its option within sixty (60) days of receipt by the Company of actual notice of any such Resignation Event. In the event the Company exercises its option to purchase, the Resigning Member shall sell all or a portion of such Membership Interest or Economic Interest to the Company at the price and terms set forth below. If the Company

elects not to purchase all or a portion of such Membership Interest or Economic Interest, the Company shall promptly notify all parties to this Agreement, in writing, of its decision.

To the extent that the Company does not exercise its first option to purchase, the other Members (but not Assignees), or any one of them, shall have the option to purchase all or a portion of such Membership Interest or Economic Interest by serving written notice upon the Resigning Member of their election to purchase all or a portion of such Membership Interest or Economic Interest; provided, however, the Members shall provide written notice of an election to purchase such Membership Interest or Economic Interest within sixty (60) days of receiving written notice that the Company elects not to purchase all or a portion of the Membership Interest or Economic Interest. The other Members shall share in the option to purchase in proportion to their respective ownership percentages, unless they unanimously agree otherwise. In the event the other Members exercise their option to purchase, the Resigning Member shall sell all or a portion of such Membership Interest or Economic Interest to the electing Members at the price and terms set forth below.

Closing of the sale of the Membership Interest or Economic Interest of the Resigning Member to the Company or the other Members shall be held at the principal office of the Company not later than one hundred eighty (180) days after the Company receives actual notice of the Resignation Event which gives rise to the purchase right. The purchasing Company or the purchasing Members shall establish the closing date and time for the purchase of their respective interests, which closings do not need to occur at the same time.

8.4.2 Purchase Price.

In the event the Company or the Members purchase all or a portion of the Resigning Member's Membership Interest or Economic Interest, the purchase price shall be determined under Section 8.5 below.

8.4.3 Payment.

The purchase price shall be payable in cash or certified funds on the closing date, unless the Company or the purchasing Members shall elect prior to or on the closing date to purchase the Resigning Member's Membership Interest or Economic Interest in installments as provided in Section 8.6 below.

8.5 Purchase Price.

The purchase price for the Membership Interest or Economic Interest subject to this Section 8.5 shall be the fair market value of the Property, plus Company's operating cash (adjusted for Member distributions) less the Company Debt, multiplied by the selling owner's Unit percentage. The purchase price shall not be reduced by any minority or marketability discount. The Members shall by unanimous agreement select a single appraiser to appraise the Company assets. If the Members are unable to reach agreement on a single appraiser, each Member shall each select a Qualified Appraiser who shall determine the fair market value of the Company assets not less than 90 days following written notice from any Member to select multiple appraisers, and the fair market value of the Company assets shall be the average of the appraised values, if the higher appraised value is no more than ten percent (10%) greater than the lower appraised value. If the appraised values are not within ten percent (10%) of one another as set forth above, then, within 30 days after each

appraiser has determined a fair market value, the two appraisers shall unanimously select a third appraiser, and the two appraisers shall provide to the third appraiser the fair market value determined by each such appraiser and supporting evidence therefor. The third appraiser, within 30 days after its appointment, shall select one of the two fair market values provided as the closest fair market value. The third appraiser is not permitted to average or otherwise select a value other than one of the two appraised values determined by the original appraisers. A "Qualified Appraiser" is defined as MAI appraiser with 10 years or more experience in Larimer County, Ohio. The Company shall pay the cost of a mutually selected Qualified Appraiser. If the Members are unable to reach agreement on a single Qualified Appraiser, each Member shall pay the cost of their respective selected Qualified Appraiser.

Notwithstanding the foregoing, the Members may at any time fix by unanimous consent the agreed value of the Company by a certificate signed by each Member. If at any time when it becomes necessary to determine the value of the Company a certificate of agreed value is in existence and such certificate is dated less than one year before the date triggering the purchase option, then the agreed value set forth in such certificate shall be conclusive as to the value of the Company. In no event shall a certificate of agreed value be affected unless signed by all the Members. The Members may at any time execute a new certificate of agreed value which shall automatically replace all prior certificates of agreed value, and in no event shall any but the last certificate of agreed value be effective, if at all, for the purpose herein specified.

8.6 Installment Payments.

In the event the Company or a Member purchases any Membership Interest or Economic Interest on an installment basis, the terms and conditions of such installment shall be as follows:

8.6.1 Down Payment.

Twenty percent (20%) of the purchase price shall be paid on the closing date in cash or certified funds; and

8.6.2 Remainder of Purchase Price.

The remainder of the purchase price shall be payable with simple interest at a seven percent (7%) per annum in thirty six (36) equal consecutive monthly installments beginning one (1) month following the closing date (hereinafter the "**Installment Payment**").

8.6.3 Disposition of Company Assets.

Notwithstanding any contrary provisions in this Agreement, the entire unpaid balance of the purchase price shall become immediately due and payable upon the sale, exchange, transfer or other disposition of all or substantially all of the assets of the Company.

8.6.4 Rights of Note Holders Under Installment Payments.

So long as any part of the purchase price remains unpaid, the Company shall permit the holder of the promissory note, or its attorneys and accountants, to examine the books and records of the Company during regular business hours upon five (5) business days written notice requesting access to said records.

8.7 Consent.

The transferee of a Member's Membership Interest or an Assignee's Economic Interest, unless said transferee was a Member immediately prior to the transfer, shall not have any right to participate in the management of the business and affairs of the Company or to become a Member, unless first approved by the written consent of the Managers. If such written consent is not obtained, the transferee shall only be entitled to receive the allocation of Net Profits or Net Losses or distributions to which the transferring Member or Assignee would otherwise be entitled.

8.8 Encumbrance.

No Member or Assignee shall be entitled to encumber, pledge, hypothecate or otherwise grant a voluntary lien upon their Membership Interest or Economic Interest except with prior written consent of the Managers, which consent may be given or withheld, conditioned, or delayed as the Managers may determine in their sole discretion.

8.9 Further Restrictions on Transfer.

No Member or Assignee shall transfer, assign, convey, sell, encumber or in any way alienate all or any part of such Member's Membership Interest or Assignee's Economic Interest:

8.9.1 without registration under applicable federal and state securities laws, or, if requested by the Company, without an opinion of counsel satisfactory to the Company that registration under such laws is not required; or

8.9.2 if the Membership Interest or Economic Interest to be sold or exchanged, when added to the total of all other Membership Interest or Economic Interest sold or exchanged in the preceding twelve (12) consecutive months prior thereto, would result in the termination of the Company under Section 708 of the Internal Revenue Code.

8.10 Substitute Members.

A transferee shall have the right to become a substitute Member if (i) the requirements of this Agreement are otherwise met, (ii) such transferee executes an instrument satisfactory to the remaining Members accepting and adopting the terms and provisions of this Agreement, and (iii) such person pays all reasonable expenses in connection with its admission as a Member. The admission of a transferee as a substitute Member shall not release the transferor from liability to the Company for making agreed upon contributions to the Company pursuant to Article 4, unless the Managers by written consent agree in writing to compromise such obligation.

8.11 Rights of Creditor Against a Member or Assignee.

Without prejudice to any Company purchase rights under this Article 8, on application to a Court of competent jurisdiction by any judgment creditor of a Member or Assignee, the Court may charge the Membership Interest or Economic Interest with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the judgment creditor shall have only the rights of an Assignee of the Membership Interest or Economic Interest, and shall not become a substituted Member. This provision shall not deprive any Member or Assignee of the benefit of any exemption laws applicable to its Membership Interest or Economic Interest, and the rights of a judgment creditor specified herein shall be the sole rights of such creditor against the interest of a Member or Assignee.

8.12 Gifts.

Subject to Section 8.8, a Gifting Owner may gift, bequeath or otherwise transfer for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any portion of its Membership Interest or Economic Interest; provided, however, that the transferee is either the Gifting Owner's spouse, lineal descendant (including adopted children) or an Entity in which the day to day voting control is directly or indirectly held by the Gifting Owner. For the purposes of this Operating Agreement, an Entity shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

ARTICLE 9 - DISSOLUTION AND LIQUIDATION

o. Events of Dissolution.

The Company shall be dissolved and its affairs wound up upon the unanimous written agreement of the Members in the Company.

p. Liquidation.

In the event of a dissolution of the Company, a proper accounting, setting forth the assets and liabilities of the Company, shall be made. Based upon such accounting, the Company shall proceed to windup the affairs of the Company and to liquidate and sell its assets in as expeditious a manner as is reasonably practical. All proceeds from liquidation shall be distributed in the following order of priority:

- i. To the payment of creditors that loaned monies to the Company for the Project Financing;
- ii. To the payment of creditors, including Members and Assignees who are creditors, in satisfaction of liabilities of the Company, including the expenses of liquidation;
- iii. To the establishment of such reserves as the Manager may deem reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of the Company. Such reserves shall be held in escrow for the payment of such liabilities or obligations. At the expiration of the escrow, any such reserves remaining shall be distributed in the manner hereinafter provided;
- iv. To Members and Assignees in satisfaction of liabilities for distributions under Article 5; and
- v. The balance, if any, to the Members and Assignees in accordance with their respective positive capital account balances, which accounts shall be established and maintained in accordance with Section 5.2 of this Agreement. In no event, however, shall any Unit Owner have any obligation to restore any negative capital account balances that may occur.

q. Termination.

Upon completion of the distribution of Company assets as provided in Article 9, the Company shall be terminated, and the Members shall cause Articles of Dissolution to be executed and filed and shall take such other actions as may be necessary to terminate the Company.

ARTICLE 10 - INVESTMENT LETTER

r. Member Warranty.

Each Member hereby represents, warrants, and covenants to and with the Company and each of the other Members that the interest in the Company being acquired is being acquired for his or her own personal account and without a view to a sale or other transfer in connection with any distribution of that interest or any portion thereof; and that he or she has no contract, undertaking, or arrangement with any person to sell or transfer to such person or to have any partnership, or to afford or allow any participation therein by any other person. The foregoing warranties and covenants do not preclude the existence of such rights, if any, as a Member's spouse may have as to his or her Membership Interest under community property laws.

s. Operating Agreement Review.

Each Member specifically warrants and represents that he or she has reviewed the Operating Agreement and all available information for the proposed Company with his or her own attorneys, accountants or other financial and tax advisors or has had ample time to do so or has chosen to not seek such advice. Under either circumstance Members are relying strictly on independent advisors or their own sophistication in the matters in relation to written documents received, reviewed and analyzed by themselves or other advisors and specifically not on any verbal representations made by any individuals in regard to this investment.

t. Risk of Investment.

Each Member fully recognizes and understands that while the investment in and to the Company is intended to be of high quality, nevertheless there is an extremely high risk. We further understand and recognize that no person and/or entity interested in and to the Company has or shall guarantee any return of this investment or on this investment.

u. No Securities.

Each Member is aware that these Units have not been registered with any state or federal entity and that neither the federal Securities and Exchange Commission nor any state governmental body has reviewed or approved this offering. Each Member must bear the economic risk of investment in the Units for an indefinite period of time, because the shares have not been registered under the Securities Act of 1933, the Securities Exchange Act of 1934, the Ohio Securities Act or any other state securities laws (the "Securities Acts"), as amended, and, therefore, cannot be sold unless either they are subsequently registered under said Securities Acts or an exemption from such registration is available. Each Member agrees not to transfer, sell or offer for sale any portion of the Units unless there is an effective registration or other qualification relating thereto under the Securities Acts or unless the holder of the Units delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under the Securities Acts is not required in connection with such transfer, offer or sale. Each Member understands that the Company is under no

obligation to register the Units or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date, wish to dispose of the Units. Furthermore, each Member realizes that the Units are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Units have been beneficially owned and fully paid for by such Member for at least three (3) years. Each Member is aware that no public market for the sale of these Units exists or is likely to develop.

ARTICLE 11 - MISCELLANEOUS

11.1 Notice.

Any notice required or permitted to be given, pursuant to the provisions of the Act, the Articles of Organization of the Company or this Operating Agreement, shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with the United States Postal Service, postage prepaid and addressed to the intended recipient at its last known address as shown in the records of the Company.

11.2 Notice of Meeting.

Notice of Members' meetings may be given in writing, including telegrams, or by telephone. Any such notice shall state the place, date and hour of meeting and in case of a special meeting the purposes for which the meeting is called. Notices shall be delivered within the time required to each Member entitled thereto. Mailed notice shall be deemed delivered when deposited in the United States Mail, addressed to the Member at the address appearing on the books of the Company, with postage prepaid. When all persons entitled to participate at a meeting are present, in person or by proxy, or if those not present sign in writing a written waiver of notice of such meeting or subsequently ratify all proceedings thereof, the transaction of such meeting shall be deemed as valid as if the meeting were formally called and notice had been properly given.

11.3 Waiver of Notice.

Whenever any notice is required to be given pursuant to the provisions of the Act, the Articles of Organization of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.4 Amendments.

Except as provided below, in all other respects, amendments to this Operating Agreement shall be made by the Manager upon obtaining the vote of a Majority Interest of the Members entitled to vote; provided, however, that an amendment which adversely affects a particular Member's Economic Interest or other Membership Rights shall require that Member's consent. Notwithstanding anything to the contrary contained in this Section 11.4, no vote or consent of any Member shall be required for any amendment which the Managers are specifically authorized or empowered to make pursuant to the terms of this Operating Agreement. The Articles of Organization may be amended by a Manager.

11.5 Gender Neutral.

All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

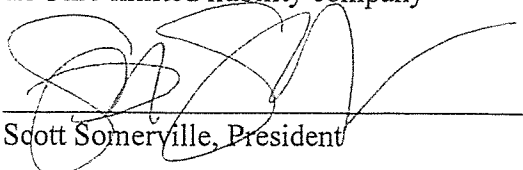
IN WITNESS WHEREOF, RENASCENT HOSPITALITY, LLC, an Ohio corporation, is the sole Member of RP LOVELAND, LLC, an Ohio limited liability company, adopt and ratify the foregoing Operating Agreement of the Company effective as of the date set forth above.

[Signature Page Following]

MEMBERS:

RENASCENT HOSPITALITY, LLC,
an Ohio limited liability company

By:



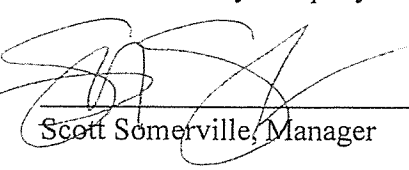
Scott Somerville, President

COMPANY:

RP LOVELAND, LLC,
an Ohio limited liability company
By its Manager,

RENASCENT HOSPITALITY, LLC,
an Ohio limited liability company

By:



Scott Somerville, Manager

EXHIBIT A - MEMBERS

	<u>MEMBER SHARES</u>	<u>INITIAL CAPITAL CONTRIBUTION %</u>
RENASCENT HOSPITALITY , LLC	1,000,000	100%
TOTAL SHARES	1,000,000	100.0%

CITY OF LOVELAND LOCAL LICENSING AUTHORITY

PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A NEW
LODGING & ENTERTAINMENT LICENSE

FOR: RP Loveland LLC
DBA TownPlace Suites by Marriott
256 E 2nd Street
Loveland, CO 80537

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES:

Pursuant to Colorado Revised Statutes, 44-3-312(1), as amended, the applicant is hereby advised that with regard to the application for a new **Lodging & Entertainment** License, an investigation has been made, and based on the results thereof the following has been determined:

1. That the application was filed on **July 30, 2020** for a new **Lodging & Entertainment** License.
2. That the Notice of Public Hearing on this matter was posted by **Max J. Scott** on **September 2, 2020**. Publication was made in the Loveland Reporter-Herald on **August 29, 2020**.
3. That there has not been, within two years preceding the date of the application, a denial of an application for the reason that the reasonable requirements of the neighborhood and the desires of the inhabitants were satisfied by the existing outlets by either the State Licensing Authority or the Local Licensing Authority for a **Lodging & Entertainment** License at the location for which application has been made.
4. That it appears from the evidence submitted, that the applicant **IS** entitled to possession of the premises where the applicant proposes to exercise the license applied for.
5. That selling liquor in the manner proposed **IS IN** compliance with the zoning codes for the City of Loveland.
 - a. The applicant's proposed premises **DOES NOT** appear to be within 500 feet from any public or parochial school or the principal campus of any college, university or seminary. The GIS database contains data provided by Thompson R-2J School District and the Larimer County Assessor's Office. **This data does not enable GIS staff to determine with any certainty whether there is a parochial school or the principal campus of any college, university, or seminary within 500 feet of the property.**
6. That the Sales Tax Division indicates that this taxpayer **DOES** possess a state sales tax license and **DOES** have a City sales tax license.
7. That the preliminary report from the Fire Marshal indicates that selling liquor at the place and in the manner proposed by the applicant **IS** in compliance with the Fire Code adopted by the City of Loveland.
8. That the preliminary report from the Chief Building Official indicates that the premises **IS** in compliance with all Building Codes at this time.

9. That within the established boundaries of the neighborhood set by the Authority for this application (**NORTH – Eisenhower Blvd.; SOUTH – 14th Street SW; EAST – Boise Ave.; and WEST – Duffield Ave.**) where the applicant proposes to sell liquor, there are the following types and number of existing licenses:

Beer & Wine: 3	Brewpub: 2	Club: 2
FMB off: 4	Hotel & Rest.: 21	Lodging & Enter.: 2
Optional Premises: 0	Retail Liquor Store: 3	Tavern: 7

A list of the liquor licensed establishments is included as Attachment “A”

10. That the local criminal history records check and background investigation **IS** complete.
11. That a copy of the letter from the State which updates the “Master File” **IS NOT** included as Attachment “B.”
12. That the Public Hearing on the application will be held on **September 17, 2020 at 8:30 AM** in the City Council Chambers of the City of Loveland Municipal Building, 500 E. 3rd Street, Loveland, Colorado. At said hearing the applicant shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.
13. That at the Public Hearing, and pursuant to CRS §44-3-312(2)(a), as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and that the applicant’s character, record and reputation are satisfactory; that the needs of this neighborhood are not being met by existing outlets and the adult inhabitants of the neighborhood desire that this license be granted.

The applicant is advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes.

Dated this 9th day of September, 2020.

LOCAL LICENSING AUTHORITY
CITY OF LOVELAND, COLORADO

By Patti Scia
Liquor Licensing Authority, City Clerk

ESTABLISHMENT	ADDRESS	CLASS	LICENSE TYPE
4th Street Chop House	125 E 4th St	A	Hotel/Restaurant
1st Street Liquors	1104 E 1st St	D	Retail Liquor Store
Baja Cactus Grill	119 E 4th St	A	Hotel/Restaurant
AKA Kitchen	414 E 6th St	A	Brewpub
Associated Veterans of Loveland	305 N Cleveland Ave	F	Club
Black Steer	436 N Lincoln Ave	A	Hotel/Restaurant
BPO Elks Lodge #1051	103 E 4th St	F	Club
Burks Tavern LLC	118 E 4th St	B	Tavern
Charlie L's Pub	271 14th St SE	B	Tavern
Chillers LLC	128 E 4th St	A	Hotel/Restaurant
Circle K #0698	1040 S Lincoln Ave	G-2	Fermented Malt Beverage
Henry's Pub	234 E 4th St	A	Hotel/Restaurant
Loveland Liquor	639 N Cleveland Ave	D	Retail Liquor Store
Pho Lan	296 E 29th St	A	Hotel/Restaurant
Pourhouse Bar & Grill	124 E 4th St	A	Hotel/Restaurant
Safeway Store #2915	860 Cleveland Ave	G-2	Fermented Malt Beverage
Loveland TapHouse LLC	237 E 4th St	B	Tavern
Sports Station	409 N Railroad Ave	A	Hotel/Restaurant
Taqueria Rancho Alegre 3	251 SE 14th St	A	Hotel/Restaurant
The Cove Lounge	330 N Lincoln Ave	B	Tavern
Slate Italian Eatery	530 N Cleveland Ave	A	Hotel/Restaurant
Top Hat Saloon	125 E 5th St	B	Tavern
Wonderful Dragon	120 N Lincoln Ave	A	Hotel/Restaurant
West End Lounge	127 W 4th St	A	Hotel/Restaurant
Door 222	222 & 228 E 4th St	A	Hotel/Restaurant
Mo' Betta Gumbo	141 E 4th St	A	Hotel/Restaurant
The Laureate Publick House	534 N Lincoln Ave	A	Hotel/Restaurant
Mrs. Torrelli's Wine Flat	548 N Cleveland Ave	D	Retail Liquor Store
Origins Wine Bar & Wood Fired Pizza	500 N Lincoln Ave	A	Hotel/Restaurant
Bai Tong Thai Cuisine	1120 N Lincoln Ave	A	Hotel/Restaurant
Thai Thai'm	1360 E Eisenhower Blvd	A	Hotel/Restaurant
The East End Ale House	422 E 4th St	B	Tavern
Starlight Dessert Bar & Bakery	330 N Cleveland Ave	A	Hotel/Restaurant
Dark Heart Coffee Bar	419 N Jefferson Ave	C	Beer and Wine
Five Tables Cafe	201 E 4th St	A	Hotel/Restaurant
the Flipside	140 E 4th St	B	Lodging & Entertainment
Backyard Tap	323 N Railroad Ave	C	Beer and Wine
The Gressiwick	426 N Lincoln Ave	B	Lodging & Entertainment
West End Lounge	127 W 4th St	A	Hotel/Restaurant
White Groves Barber	341 E 4th St	C	Beer and Wine
Wicked Tequila Room	121 E 4th St	B	Tavern
Sam's Club #8147	1200 E Eisenhower Blvd	G-2	Fermented Malt Beverage
MetroLux Dine-In Cinemas	285 E 3rd St	A	Hotel/Restaurant



Office of the City Clerk

500 East Third Street, Suite 230 • Loveland, Colorado 80537
(970) 962-2324 • FAX (970) 962-2901 • TDD (970) 962-2620
www.cityofloveland.org

NEEDS AND DESIRES PETITION SUMMARY

Date: September 9, 2020

Applicant Name: RP Loveland LLC
dba: Towneplace Suites by Marriott

Address: 256 E 2nd Street
Loveland, CO 80537

License applied for: Lodging & Entertainment Liquor License

Number of signatures in favor of the application: 136

Number of signatures in opposition of the application: 7

Number of signatures not counted: 17

Total number of signatures: 160

Verified by:

Patti Garcia
City Clerk's Office

Oedipus, Inc.

Empirical Data Services

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

2 September 2020

Ms. Patti Garcia, City Clerk
City Clerk's Office, Loveland
500 East Third Street
Loveland, CO 80537

Towneplace Suites by Marriott
256 E. 2nd Street, Loveland, CO 80537
Lodging & Entertainment Liquor License

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

Dear Ms. Garcia,

Find enclosed two (2) petition packets circulated by Oedipus, Inc. (businesses and residences), together with our Report.

Generally, our results are:

147	Signatures Favoring Issuance Businesses: 36; Residences: 111	/ 5 Deleted
8	Signatures Opposing Issuance Businesses: 0; Residences: 8	/ 0 Deleted
155	Total Signatures	/ 5 Deleted

Max Scott will be attending the upcoming public hearing scheduled for the 17th of September 2020 at 8:30 a.m. to testify on the survey methodology and results. Should you have any questions, in the meantime, please call.

Respectfully,



Tina L. Scott
Oedipus, Inc.

Encl: Two (2) Petition Packets
Original Report + 3 Copies

cc: Danielle Thoke, Investor Relations, Brinkman

Via: **Electronic Prefiling & Hand Delivery**

Oedipus, TM Inc.

Empirical Data Services

***Towneplace Suites
by Marriott***

**256 E. 2nd Street
Loveland, CO 80537**

**Lodging & Entertainment
Liquor License**

Oedipus,™ Inc.

Empirical Data Services

17 September 2020

Local Licensing Authority
Loveland, Colorado

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

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

Towneplace Suites by Marriott
256 E. 2nd Street, Loveland, CO 80537
Lodging & Entertainment Liquor License

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

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc., the employee was on the application.
2. The employee carried a clipboard with the following:
 - A. Two maps of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. Business and residential petitioning was conducted on 25, 27, 28, 29 and 31 August 2020 within the neighborhood defined by the City Clerk's Office of Loveland as Eisenhower Blvd. on the north; 14th Street SW on the south; Boise Avenue on the east; and Duffield Avenue on the west (see maps). The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
4. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
5. Two (2) petition packets (one packet representing businesses, one packet representing residences), together with a Summary Letter and this Report were prefiled electronically and via hand delivery on 2 September 2020 with the office of Ms. Patti Garcia, City Clerk for the City of Loveland, to comply with the prefiling deadline.

PETITION/OPINION POLL RESULTS1. **Total Doorknocks:**

Not-at-Homes and/or Business Owners/Managers Not Available	115
Not Qualified to Sign	1
Preferred to Not Participate	27
Parties in Interest that Participated	155
Deleted Signatures	<u>5</u>
Total Base Figure	303

2. **Qualified Contacts:**A. **Signatures**

Signatures Favoring Issuance		147
Businesses	36	
Residences	111	
Signatures Opposing Issuance		8
Businesses	0	
Residences	8	
Total Contacts		155

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

No Need	1
Abhorrence of Alcohol	4
Religious Objections	0
Usage Objections	0
Miscellaneous Reasons	2
No Reason Given	<u>1</u>
Total Signatures	8

C. Breakdown of Signatures Favoring and Opposing:

Favoring Issuance (Based on Needs/Desires)	147	=	94.83%
Opposing Issuance (Based on Needs/Desires)	1	=	0.65%
Abhorrence of Alcohol	4	=	2.58%
Religious Objections	0	=	0.00%
Usage Objections (Commercial, Traffic, Parking, Crime)	0	=	0.00%
Other Miscellaneous Reasons	2	=	1.29%
No Reason Given	<u>1</u>	=	<u>0.65%</u>
Total Base Figure	155	=	100.00%

3. Needs and Desires Signatures:

Signatures Favoring Issuance (Based on Needs/Desires)	147	=	99.32%
Signatures Opposing Issuance (Based on Needs/Desires)	<u>1</u>	=	<u>0.68%</u>
Total Base Figure	148	=	100.00%

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

#1 & #2 / Mark Steffek / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

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

NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

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

RO RELIGIOUS OBJECTIONS:

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

OBJ USAGE OBJECTIONS:

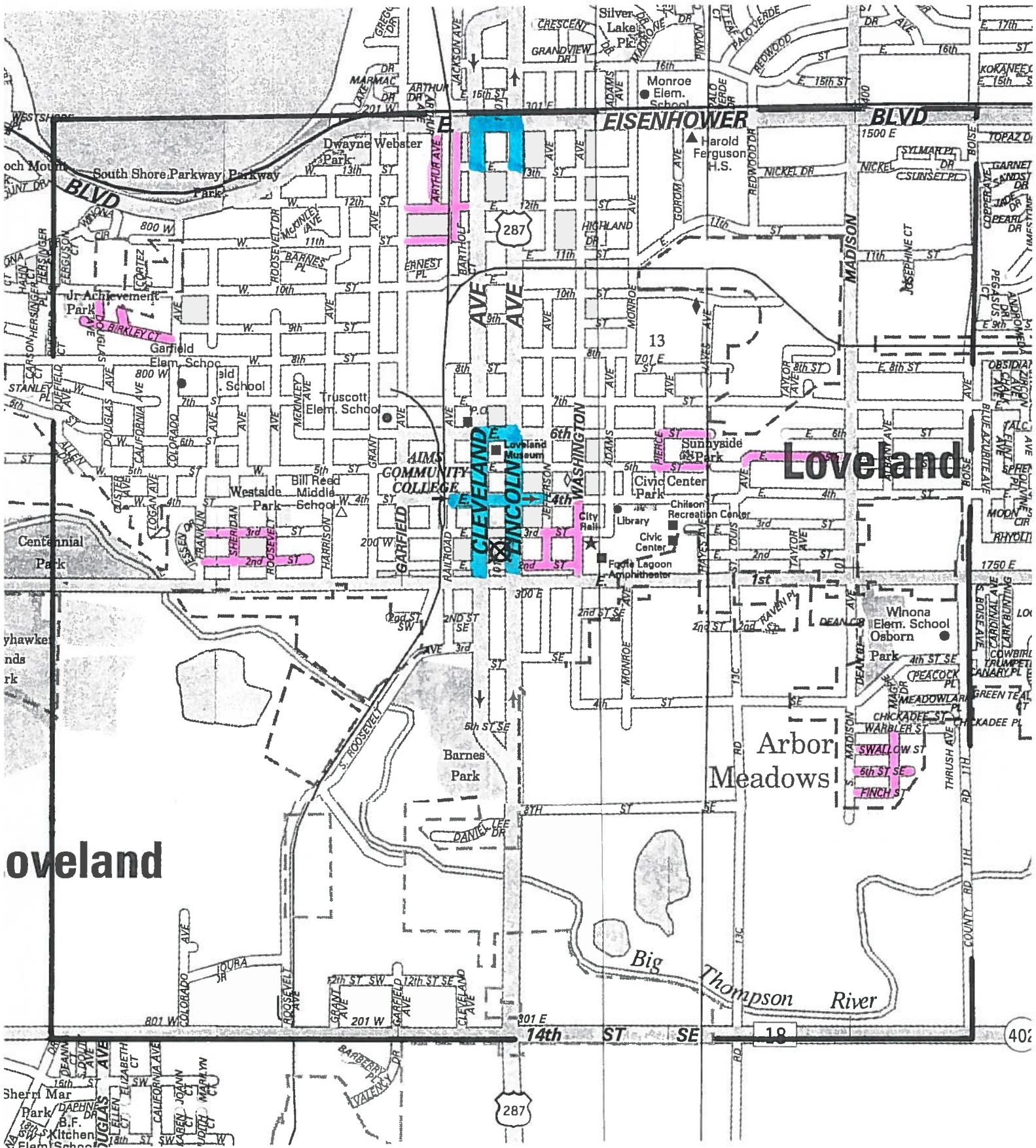
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial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

MS MISCELLANEOUS OBJECTIONS:

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

NR NO REASON GIVEN:

Individuals who preferred to not state a reason for opposing.

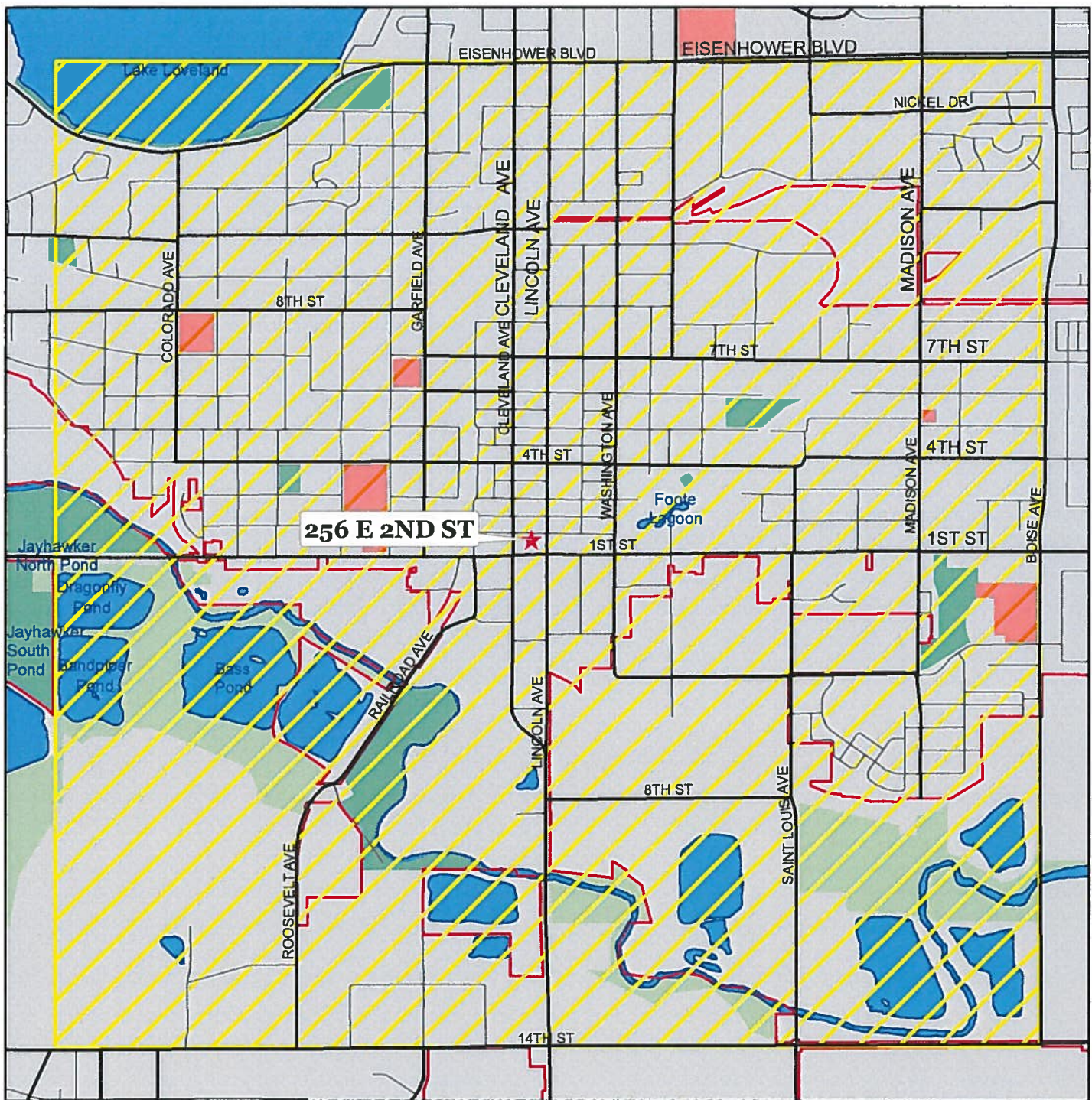


● - BUSINESSES

○ - RESIDENCES

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT
SITE LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]
PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW
 EAST: BOISE AVENUE WEST: DUFFIELD AVENUE

Public Hearing Boundary Towneplace Suites by Marriott 256 E 2nd St



Map Explanation

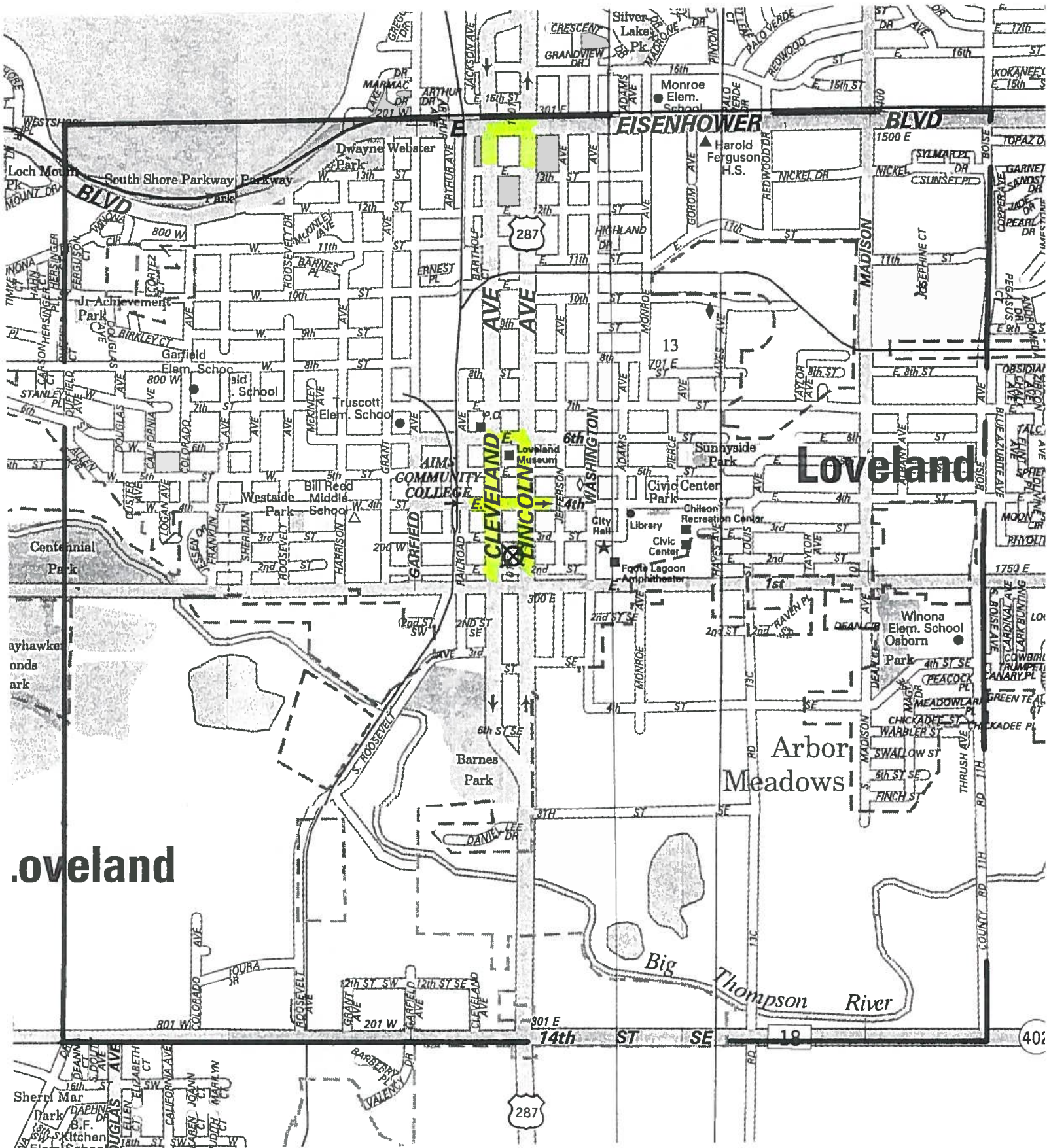
- ★ Application Location
- ▨ Hearing Boundary
- School Property
- ▭ Loveland City Limits

Public Hearing Boundary: (Yellow cross hatch on map)

North to Eisenhower Blvd
 South to 14th St SW
 East to Boise Ave
 West to N Duffield Ave

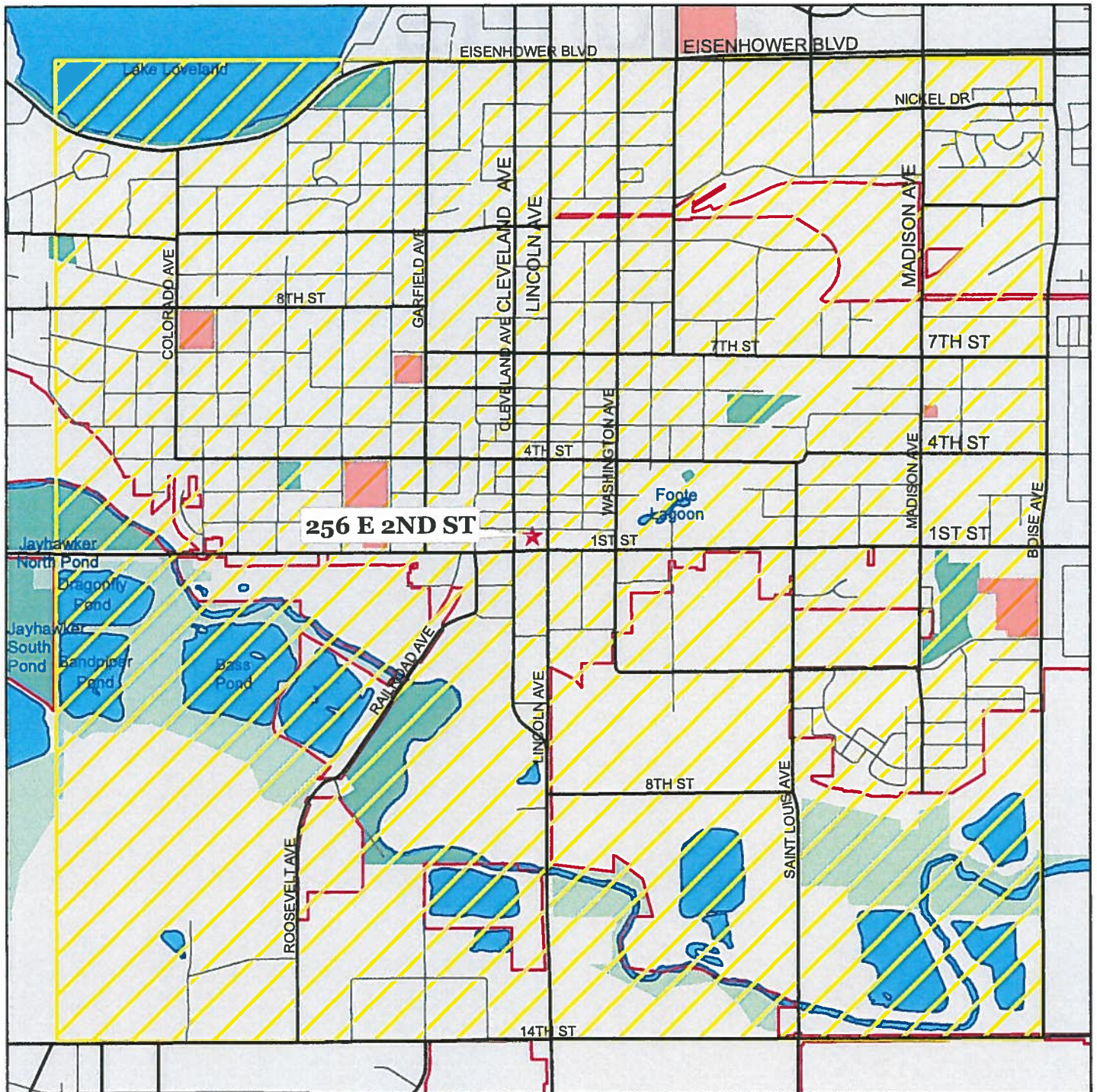


BUSINESS PETITIONS



APPLICANT/TRADE NAME:	RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT	
SITE LOCATION:	256 E. 2 ND STREET, LOVELAND, CO 80537	
APPLICATION FOR:	LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]	
PUBLIC HEARING:	THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3 RD STREET, LOVELAND, CO 80537	
DEFINED NEIGHBORHOOD:	NORTH: EISENHOWER BLVD. EAST: BOISE AVENUE	SOUTH: 14 TH STREET SW WEST: DUFFIELD AVENUE

Public Hearing Boundary Towneplace Suites by Marriott 256 E 2nd St



Map Explanation

- ★ Application Location
- Hearing Boundary
- School Property
- Loveland City Limits

Public Hearing Boundary: (Yellow cross hatch on map)

North to Eisenhower Blvd
South to 14th St SW
East to Boise Ave
West to N Duffield Ave



0 0.25
Miles



APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT
SITE LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]
PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW
 EAST: BOISE AVENUE WEST: DUFFIELD AVENUE

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE *(To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)*
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you *favor and support* this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be *issued*, please sign and check the *favor* [*] column to *grant* the requested license, and please write in your reason why you favor this license application. [**] If you *oppose and do not support* this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the *oppose* [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	Age	Today's Date	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		RAY STEELE JR	Owner	Friendly Pawn	200 N Lincoln Ave Loveland 80537	53	25 AUG 20	<input checked="" type="checkbox"/>		-
2.		Coulee Yates	mgr	LITTLE PIECE OF my HEART	345 E. 4th Street	24	26 Aug 2020	<input checked="" type="checkbox"/>		
3.		Taylor Groves	Owner	White Groves Barber	344 E 4th St	26	26 Aug 2020	<input checked="" type="checkbox"/>		
4.		April Randel	mgr	Western Hairitage	337 E 4th St	50	26 Aug 2020	<input checked="" type="checkbox"/>		
5.		Kelsey Rowest	mgr	Wild Zora Foods	325 E 4th St	29	26 Aug 2020	<input checked="" type="checkbox"/>		
6.		Deena Steen	Dancee	Steady & Co Realty	247 E. 4TH	65	8-26-20	<input checked="" type="checkbox"/>		
7.		Jennifer Babin	Mgr.	Phantom Designs	243 E 4th St.	43	8/26/20	<input checked="" type="checkbox"/>		
8.		Jackie Marsh	owner	Designs Rablack	243 E 4th St	66	8-26-20	<input checked="" type="checkbox"/>		
9.		Marilyn Bohanan	GM	InterDance Galleries	233 4th St	77	8/26/20	<input checked="" type="checkbox"/>		
10.		Billie Hixon	Dance	InterDance Galleries	233 E 4th St	65	8/26/20	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE *[To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only]*
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose and do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-3322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	Age	Today's Date	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1		BRENDA LEIDY	APRST	4th St Gallery	255 E. 4th St	45	8.26.20	<input checked="" type="checkbox"/>		
2		Melissa Esquibel	Cashier	Currency Collectables	213 E. 4th St	45	8/26/20	<input checked="" type="checkbox"/>		
3		John Feeney	Agent	C3 Real Estate	209 E 4th St	47	8/26/20	<input checked="" type="checkbox"/>		
4		JAMES DOHERTY	MGR.	desk chair	201 E. 4th St.	58	8/26/20	<input checked="" type="checkbox"/>		
5		Thomas Wierd	Owner	TRB's	137. E. 4th St.	38	8/26/20	<input checked="" type="checkbox"/>		
6		Lee de la Cruz	MGR	Satori	133 e 4th St	33	8/26	<input checked="" type="checkbox"/>		
7		JANSEN JYSENUP	OWNER	Schlosser-Herzog	129 E. 4TH ST.	63	8/26	<input checked="" type="checkbox"/>		
8		Amber Velazquez	MGR	Dinos	104 E 4th	42	8/26	<input checked="" type="checkbox"/>		
9		Meng Buehler	Owner	Mingys	110 E 4th St	52	8/26	<input checked="" type="checkbox"/>		
10		Heather Lechman	VP	Aims	104 E 4th St.	49	8/26	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME:
 RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARIOTT

LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537

APPLICATION FOR:
 LODGING & ENTERTAINMENT LIQUOR LICENSE *[To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only]*

PUBLIC HEARING:
 THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537







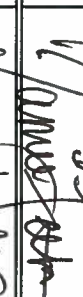



DEFINED NEIGHBORHOOD:
 NORTH: EISENHOWER BLVD.
 SOUTH: 14TH STREET SW
 EAST: BOISE AVENUE
 WEST: DUFFIELD AVENUE

[SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose and do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	Age	Today's Date	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		KENT E. SHOVE	OWNER	ROOSTER BROWNS	112 E. 4TH ST.	61	6-26-2020	X		
*		micaela Seiden	<u>bartender</u>	BURK'S TAVERN	118 E 4 TH ST.	30	8/26/2020	X		
3.		Ana Gutierrez	owner	Clos to Home	120 E 4th St	30	8/26/20	X		
4.		Ana Gutierrez	owner	Pilar Boutique	136 E 4th St	30	8/26/20	X		
5.		Elizabeth Brown	GM	Purchase	124 E 4th St	25	8/26/20	X		
6.		Bobie Tucker	owner	Pampers Wine	134 E 4th St	50	8/24/20	X		
7.		Jamie Felton	NGR	Vintage Willows	202 E. 4th St	28	8/26/20	X		
8.		Amanda Neutron	MGR	PROW HOP BEER	241 E. 4th St	28	8/26/20	X		
9.		Jane Edwards	own	Door 202	222 E 4th S	48	8/26/20	X		
10.		Maggie Muaythor	Mgr	Henry's Pub	234 E 4th St	28	8/26/20	X		











PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE *[To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only]*
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you *favor and support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be *issued*, please sign and check the *favor* [*] column to *grant* the requested license, and please write in your reason why you favor this license application. [**] If you *oppose and do not support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE, please sign and check the *oppose* [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	TITLE (Owner/Mgr)	BUSINESS NAME	BUSINESS ADDRESS	Age	Today's Date	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Bill Jensen	own	Head Zeppelin	236 E 4th St	57	8/25/20	<input checked="" type="checkbox"/>		
2.		Don Peterson	owner	Dick's Alley	238 E 4th	67	8/24/20	<input checked="" type="checkbox"/>		
3.		Shannon Tyler	mgr	Mary's Mountain Lodge	248 E 4th St	21	8/26/20	<input checked="" type="checkbox"/>		
4.		Robert Robassos	owner	Robassos	344 N Lincoln Ave	59	8/24/20	<input checked="" type="checkbox"/>		
5.		Bob Whitney	owner	Aspen Photo	314 E. 4th St	62	8/26/20	<input checked="" type="checkbox"/>		
6.		Rogan Magyar	Owner	Downtown Sound	330 E. 4th St.	44	8-26-20	<input checked="" type="checkbox"/>		
7.		Crystal Rachel Man		Origins Wine	568 N Lincoln Ave	49	8-26-20	<input checked="" type="checkbox"/>		
8.		Aaron Gonzalez	owner	La Vercate	548 N Lincoln 80533	44	8-26-20	<input checked="" type="checkbox"/>		
9.		Amber Bunnell	mgr.	Good Hives	1355 N. Lincoln Ave	28	8/26/20	<input checked="" type="checkbox"/>		
10.		Linda Yates	owner	Eclectic House	578-Clavel Avenue	54	8/26/20	<input checked="" type="checkbox"/>		

Loveland

RP LOVELAND, LLC, dba)	
TOWNEPLACE SUITES BY MARRIOTT)	
)	
256 E. 2 ND STREET)	
LOVELAND, CO 80537)	AFFIDAVIT
)	
LODGING & ENTERTAINMENT LIQUOR LICENSE)	

I, MARK STEFFEK, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);


THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;


THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.



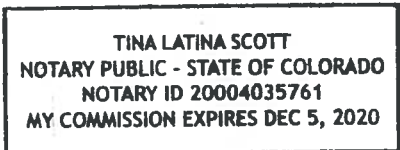
 CIRCULATOR - Signature




 CIRCULATOR - Printed Name

STATE OF COLORADO) ss.
 COUNTY OF BOULDER)

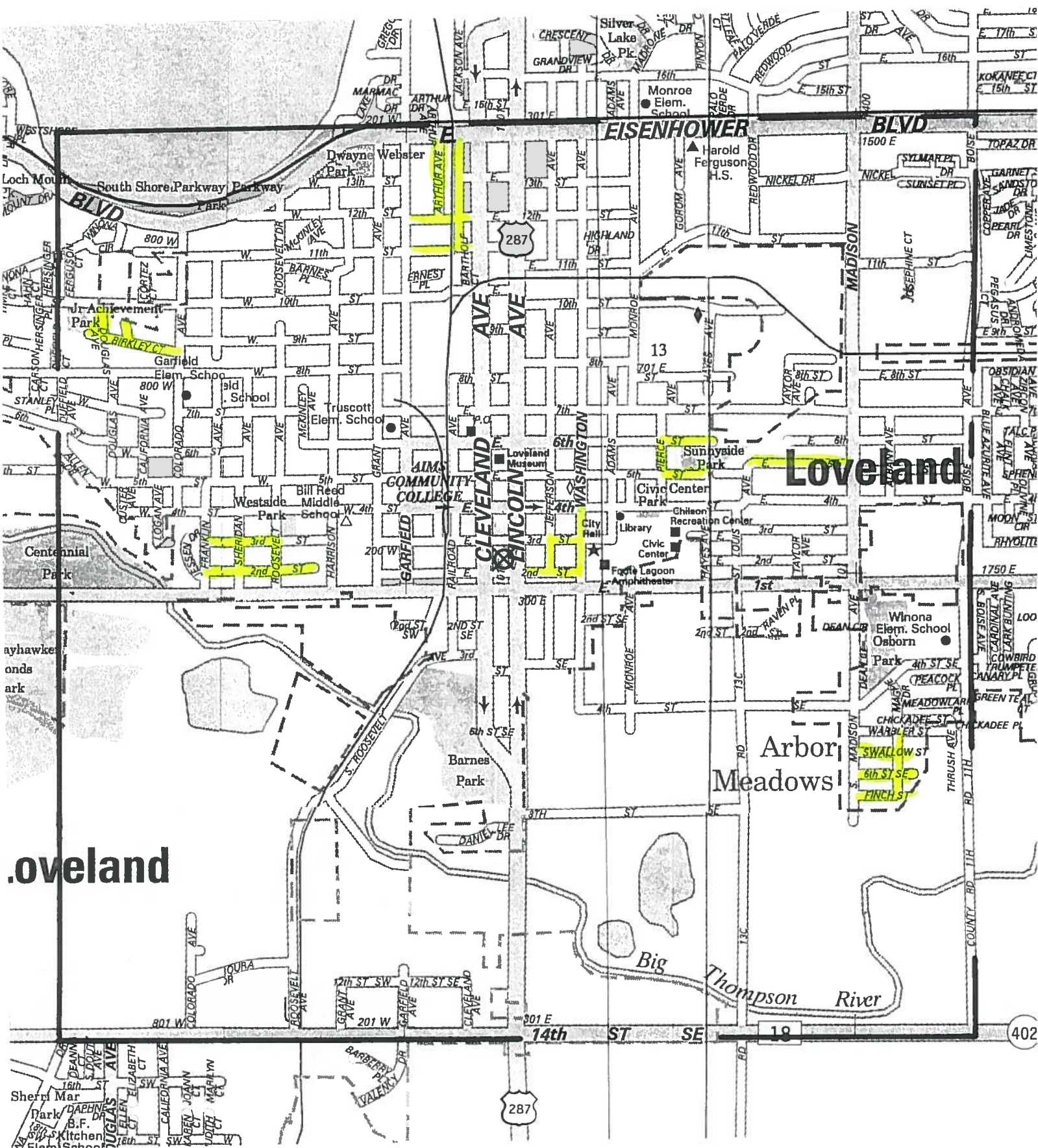
Subscribed and sworn to before me this 1st day of SEPTEMBER, 2020.





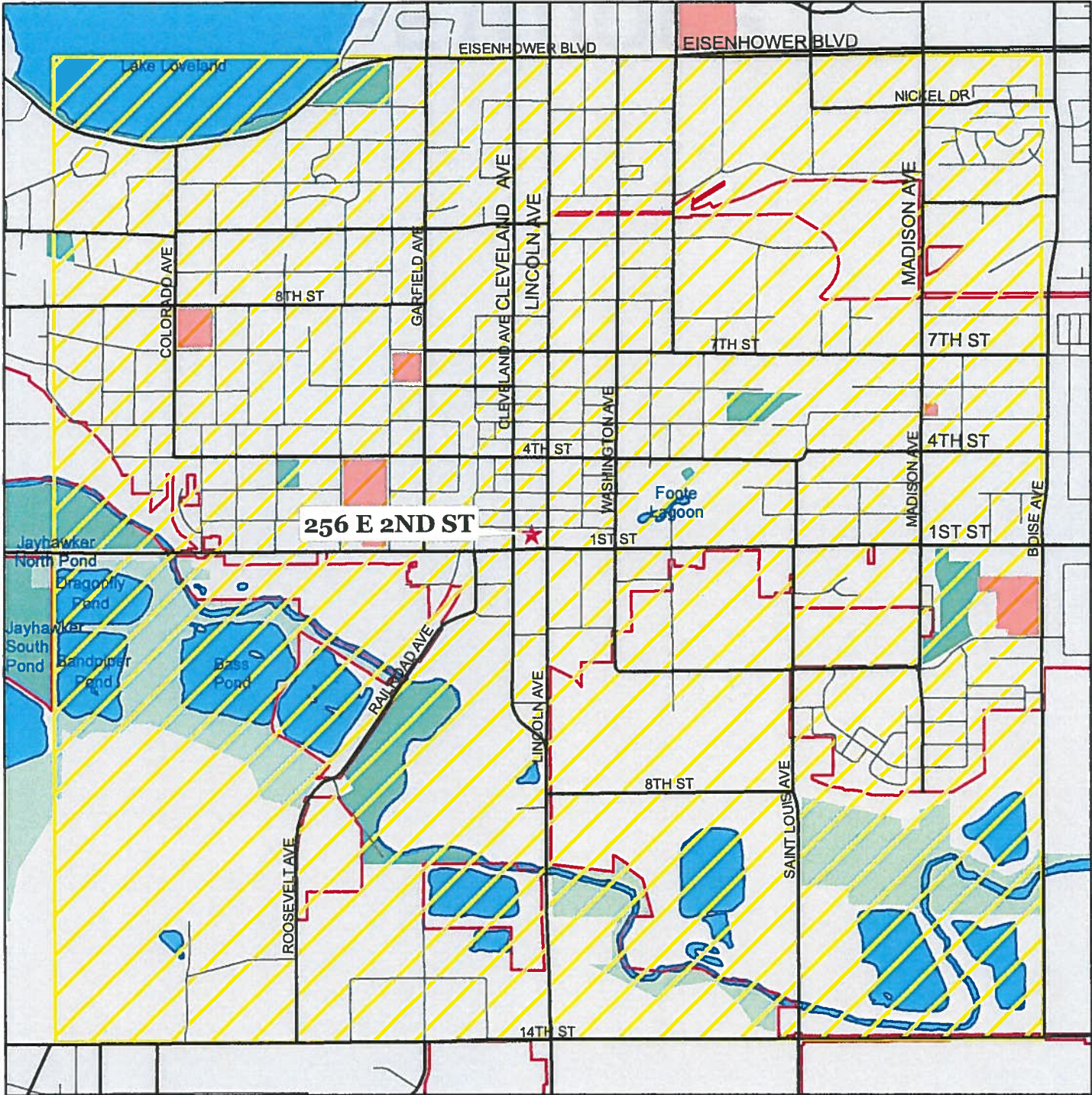
 Tina Latina Scott
 NOTARY PUBLIC
 P.O. Box 1012, Lafayette, CO 80026

RESIDENTIAL PETITIONS



APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT
SITE LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]
PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW
EAST: BOISE AVENUE WEST: DUFFIELD AVENUE

Public Hearing Boundary Towneplace Suites by Marriott 256 E 2nd St



Map Explanation

- ★ Application Location
- Yellow cross hatch Hearing Boundary
- Red fill School Property
- Red outline Loveland City Limits

**Public Hearing Boundary:
(Yellow cross hatch on map)**

North to Eisenhower Blvd
South to 14th St SW
East to Boise Ave
West to N Duffield Ave



APPLICANT/TRADE NAME:	RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT
SITE LOCATION:	256 E. 2 ND STREET, LOVELAND, CO 80537
APPLICATION FOR:	LODGING & ENTERTAINMENT LIQUOR LICENSE <i>[To sell beer, wine & distilled spirits, by the drink, to be consumed ON the licensed premises only]</i>
PUBLIC HEARING:	THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3 RD STREET, LOVELAND, CO 80537
DEFINED NEIGHBORHOOD:	NORTH: EISENHOWER BLVD. EAST: BOISE AVENUE SOUTH: 14 TH STREET SW WEST: DUFFIELD AVENUE
















PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT
 LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only]
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you *favor* and *support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be *issued*, please sign and check the *favor* [*] column to *grant* the requested license, and please write in your reason why you favor this license application. [**] If you *oppose* and *do not support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE, please sign and check the *oppose* [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Benjamin Liberman	126 12 th St E Apt. B Loveland	31	08/27/20	<input checked="" type="checkbox"/>		
2.		Maria Diaz	128 E 12 st Lovela	58	8-27-20	<input checked="" type="checkbox"/>		
3.		Rico Soto	1205 E 12 nd Loveland	49	8-27-20	<input checked="" type="checkbox"/>		
4.		Josh Mares	105 E 4 th St	27	08/27/20	<input checked="" type="checkbox"/>		
5.		SARDEN/LESON	100 E 1 th H	30	08/27/20	<input checked="" type="checkbox"/>		
6.		Steve Hatten	1260 Railroad Ave	36	8/27/20	<input checked="" type="checkbox"/>		
7.		John Sauer	110 E 13 th St	66	3/27/20	<input checked="" type="checkbox"/>		8/27/20
8.		Gerald Toure	110 E 13 th St	62	3-23-23	<input checked="" type="checkbox"/>		8/27/20
9.		Carl Stansford	105 E 13 th	63	8-27-20	<input checked="" type="checkbox"/>		
10.		Dave Bromley	1315 CLEVELAND AVE	32	8-27-20		<input checked="" type="checkbox"/>	Safety For Children
11.		Daniel Cr...	1332 11 th St	40	8/27/20	<input checked="" type="checkbox"/>		
12.		Tye Taylor	121 W 11 th St	24	8-27/20	<input checked="" type="checkbox"/>		
13.		...	123 W 11 th St	40	8-27-20	<input checked="" type="checkbox"/>		
14.		Britania Salton	119 W 11 th St	27	8-27-20	<input checked="" type="checkbox"/>		
15.		Eryn Martinez	117 1/2 W 15 th St	32	8-27-20	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]. (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older. (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose and do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPOSE	REASON WHY YOU FAVOR OR OPOSE THIS APPLICATION
1.		Blavette Bandetti	110 W 11 TH STREET	93	2/18/2020	X		
2.		D E W C I N E R T	120 W 11 TH ST	52	8/27/2020	X		
3.		Troy Wilson	150 W 11 TH ST	30	8/27/2020	X		assume it is good for business
4.		Brian Cardona	160 W 11 TH ST	32	8/27/2020	X		
5.		Randy Colby	114 W 12 TH ST	77	8-27-20	X		Help Small Business
6.		Joe Herron	106 W 11 TH ST.	33	8-27-20	X		
7.		Michael Altmann	1202 Arthur	74	8-27-20	X		
8.		Miller D. Boone	1308 N. Arthur	90	8/27/20	X		
9.		Daphne Gross	120 Arthur Ave	52	8/27/20	X		
10.		Sean Dadi	1243 Arthur	41	8-27-20	X		
11.		Angela Bingham	1247 Arthur Ave	36	7-10-24	X		
12.		Allen Dadi	1311 Arthur Ave	67	8-27-20	X		
13.		JAMES Goodson	1306 ARTHUR	83	8-27-20	X		
14.		Sarah Garcia	1359 ARTHUR AVE	28	27-20	X		
15.		Mary Alvarado	1349 N Arthur Ave	65	8-27-20	X		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME:

 APPLICATION FOR:

 PUBLIC HEARING:

 DEFINED NEIGHBORHOOD:

RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARRIOTT

 LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)

 THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537

 NORTH: EISENHOWER BLVD.

 SOUTH: 14TH STREET SW

 EAST: BOISE AVENUE
















 WEST: DUFFIELD AVENUE

 [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you *favor and support* this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you *oppose and do not support* this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Richard Alhann	1342 Arthur	55	8-27-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.		DEBORAH S. van Goeder	1338 ARTHUR AVE #B	64	08/27/2020	<input type="checkbox"/>	<input type="checkbox"/>	
3.		Michael J. Seville	1338 ARTHUR AVE #A	62	08/27/20	<input type="checkbox"/>	<input type="checkbox"/>	
4.		Charles H. Childers	1338 Arthur Ave #A	54	08/27/20	<input type="checkbox"/>	<input type="checkbox"/>	
5.		Ann Winkiewicz	1326 Arthur Ave	62	8-27-20	<input type="checkbox"/>	<input type="checkbox"/>	
6.		Roseanne Threlk	1256 Arthur Ave	40	9/27/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.		Michael Davis	1246 Alameda.	59	8.27.20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.		Beth Wright	1232 Arthur Ave	40	8-27-2020	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.		Kelly Rothman	1228 Arthur Ave	28	8/27/2020	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.		Jorge E. Rodriguez	910 Douglas Ave #C	51	8.28.2020	<input type="checkbox"/>	<input type="checkbox"/>	
11.		Veronica Rodriguez	910 Douglas Ave #B	45	8-28-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol/12
12.		Doug Ayer	910 Douglas Ave #F	51	8-28-2020	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13.		Deborah J. Britman	924 Douglas Ave #C	57	8-28-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14.		James Young	924 Douglas Ave #B	76	8-28-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.		Annika Kelly	924 N Douglas Ave A	38	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
















PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT
 LOCATION: 256 E. 2ND STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor** and **support** this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose** and **do not support** this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPOSE	REASON WHY YOU FAVOR OR OPOSE THIS APPLICATION
1.		Becky Wisdom	915 Douglas Ave	63	8-28-20	Yes		
2.		Jesse Figueroa JR	905 Douglas AVE	35	8-28-20	Yes		
3.		Toni Durbas	917 Cortez Ct.	37	8-28-20	Yes		
4.		Andrea Leaby	926 Cortez Ct	28	8-28-20	Yes		
5.		Tanya Jordan	924 Cortez Ct	53	8-28-20	Yes		
6.		Erick Saenz	1 Birkeley Court	58	8-28-20	Yes		
7.		Kelly Kristman	2 Birkeley Court	39	8-28-20	Yes		
8.		Pamy Garcia	2 Birkeley Ct	43	8-28-20	Yes		
* 9.		Patti Heimbach	Patty Heimbach	55	8-28-20	Yes		No address
10.		Cindy J. Louis	6 Birley Court	55	1-31-15	Yes		
11.		Lydia Baker	7 Birkeley Ct	31	8-28-20	Yes		
12.		Felicia Gresh	11 Birkeley Ct	59	8-28-20	Yes		
13.		Donna Cantu	12 Berkeley Ct	42	8-28-20	Yes		
14.		Kathy Leonard	675 W. 3 rd	75	8-28-20	Yes		
15.		Ray Leonard	675 W. 3 rd	77	8-28-20	Yes		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARRIOTT
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you *favor and support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be *issued*, please sign and check the *favor* [*] column to *grant* the requested license, and please write in your reason why you favor this license application. [**] If you *oppose and do not support* this application for a LODGING & ENTERTAINMENT LIQUOR LICENSE, please sign and check the *oppose* [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	<i>Patsy Hood</i>	<i>Patsy Hood</i>	<i>1609 W. 3rd St. Loveland</i>	<i>105</i>	<i>8-28-20</i>	<i>yes</i>		
2.	<i>Diana Nold</i>	<i>Diana Nold</i>	<i>613 W. 3rd St. Loveland</i>	<i>78</i>	<i>8-28-20</i>	<i>no</i>		
3.	<i>Taylor Tanner</i>	<i>Taylor</i>	<i>1005 W. 3rd St Loveland</i>	<i>23</i>	<i>8-28-20</i>	<i>yes</i>		
4.	<i>Isa Lavernick</i>	<i>Isa</i>	<i>1011 N. 3rd St Loveland</i>	<i>47</i>	<i>8-28-20</i>	<i>yes</i>		
5.	<i>Janice Rutherford</i>	<i>Janice</i>	<i>535 W 3rd St Loveland</i>	<i>34</i>	<i>8-28-20</i>	<i>yes</i>		
6.	<i>Car Sueita</i>	<i>Penner Sueita</i>	<i>1847 Halfway Circle Loveland</i>	<i>22</i>	<i>08/28/20</i>	<i>yes</i>		
7.	<i>Mary Mahler</i>	<i>Mahler</i>	<i>522 W 3rd St</i>	<i>42</i>	<i>8/28/20</i>	<i>YES</i>		
8.	<i>Laura Fagette</i>	<i>Laura</i>	<i>610 W. 3rd St.</i>	<i>42</i>	<i>8/28/20</i>	<i>yes</i>		
9.	<i>Judy Deal</i>	<i>Judy Deal</i>	<i>1020 W 3rd St</i>	<i>102</i>	<i>8/28/20</i>	<i>yes</i>		
10.	<i>Dawn Q Meek</i>	<i>Dawn's Meek</i>	<i>601 W 2nd St</i>	<i>70</i>	<i>5/20/20</i>	<i>YES</i>		
11.	<i>Ryan P. Drelin</i>	<i>Ryan P. Drelin</i>	<i>570 W 2nd St.</i>	<i>32</i>	<i>8/28/20</i>	<i>YES</i>		
12.	<i>Elizabeth Hagen</i>	<i>Elizabeth Hagen</i>	<i>514 W 2nd St</i>	<i>43</i>	<i>8/28/2020</i>	<i>yes</i>		
13.	<i>Pearce Hagen</i>	<i>Pearce Hagen</i>	<i>514 W 2nd St</i>	<i>50</i>	<i>8/28/2020</i>	<i>yes</i>		
14.	<i>Diana Gilie</i>	<i>Diana Gilie</i>	<i>502 W 2nd St</i>	<i>60</i>	<i>8/28/2020</i>	<i>yes</i>		
15.	<i>Madeline Schueber</i>	<i>Madeline Schueber</i>	<i>454 W. 3rd St</i>	<i>82</i>	<i>8/28/20</i>	<i>No</i>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNEPLACE SUITES BY MARIOTT
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose and do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPOSE	REASON WHY YOU FAVOR OR OPOSE THIS APPLICATION
1.	<i>Ronald Seimser</i>	Ron Schneider	454 W. 2nd St	86	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Beer Truck
2.	<i>Chris Stacy</i>	Chris Stacy	450 W 2nd St.	62	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	<i>Debbie Kelly</i>	Debbie Kelly	440 1/2 2nd St	56	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	<i>Debbie Kelly</i>	Debbie Kelly	420 W 2nd St	34	8/25/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.	<i>Kaiser Stahl</i>	Kaiser Stahl	409 N 2nd St	21	8/29/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.	<i>Tim Trosper</i>	Tim Trosper	475 W 2nd St	50	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.	<i>Carla Troeger</i>	CARLA TROEGER	475 W 2nd St	60	8/28-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.	<i>Maryann Ruchhoeve</i>	Maryann Ruchhoeve	515 W 2nd St	55	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.	<i>Daniel A. Nils</i>	Daniel A. Nils	511 W 2nd St	46	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.	<i>Frances May</i>	Frances May	511 W 2nd St	59	8/28/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11.	<i>Kelly Frederick</i>	Kelly Frederick	204 N Jefferson Ave	50	8/31/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12.	<i>Bill Conner</i>	Bill Conner	211 N Jefferson	63	8-31-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13.	<i>Laura Farnham</i>	Laura Farnham	803 N Jefferson	41	8-31-20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14.	<i>Patricia</i>	Patricia	481 W 2nd St	74	8/31/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.	<i>Catalina Telkins</i>	Catalina Telkins	403 E 3rd St Loveland	36	8/31/20	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARIOTT
 LOCATION: 256 E. 2nd STREET, LOVELAND, CO 80537
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE [To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only]
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3rd STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor** and **support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose** and **do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	<i>Rebecca Heugues</i>	Rebecca Heugues	411 E 3 rd street	29	8/31/20	<input checked="" type="checkbox"/>		
2.	<i>Son Afford</i>	Son Afford	421 E 3 rd St	64	8/31/20	<input checked="" type="checkbox"/>		
3.	<i>Edmund Heugues</i>	Edmund Heugues	427 E 3 rd St.	72	8/31/20	<input checked="" type="checkbox"/>		
4.	<i>Glen Strickland</i>	Glen Strickland	430 E 3 rd St	55	8/31/20	<input checked="" type="checkbox"/>		
5.	<i>Stacy Lorenz</i>	Stacy Lorenz	347 N. Washington	58	8/31/20	<input checked="" type="checkbox"/>		
6.	<i>Dominique Carner</i>	Dominique Carner	337 Washington Ave	25	8/31/	<input checked="" type="checkbox"/>		
7.	<i>Vanessa Mue</i>	Vanessa Mue	809 E 3 rd Street	41	8/31/20	<input checked="" type="checkbox"/>		
8.	<i>Wendy Darling</i>	Wendy Darling	806 E. 5 th St.	53	8/31/2020	<input checked="" type="checkbox"/>		
9.	<i>Robert Heugues</i>	Robert Heugues	419 E 3 rd St	69	8/31/20	<input checked="" type="checkbox"/>		
10.	<i>Ashton Sulzer</i>	Ashton Sulzer	841 E 6 th ST	28	8/31/2020	<input checked="" type="checkbox"/>		
11.	<i>Samuel Lingelthy</i>	Samuel Lingelthy	641 E 6 th ST	29	8/31/2020	<input checked="" type="checkbox"/>		
12.	<i>Mary Steenberg</i>	Mary Steenberg	857 E 6 th St	61	8-31-20	<input checked="" type="checkbox"/>		
13.	<i>Cameron Peterson</i>	Cameron Peterson	825 E 6 th St	70	8-31-20	<input checked="" type="checkbox"/>		
14.	<i>Sharon Hudson</i>	Sharon Hudson	821 E 6 th St	68	8-31-20		<input checked="" type="checkbox"/>	Beer & wine is fine
15.	<i>Marian Stebb</i>	MARIAN STEBB	812 E. 6 th St	62	8-31-20	<input checked="" type="checkbox"/>		





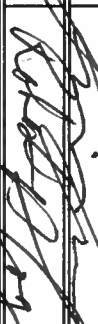

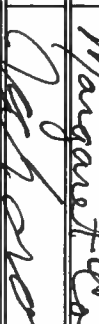








PETITION TO THE LOCAL LICENSING AUTHORITY OF LOVELAND, COLORADO

APPLICANT/TRADE NAME: RP LOVELAND, LLC, dba TOWNPLACE SUITES BY MARRIOTT
 APPLICATION FOR: LODGING & ENTERTAINMENT LIQUOR LICENSE (To sell beer, wine & distilled spirits, by the drink, for consumption ON the licensed premises only)
 PUBLIC HEARING: THURSDAY, 17 SEPTEMBER 2020, 8:30 A.M., COUNCIL CHAMBERS, 500 EAST 3RD STREET, LOVELAND, CO 80537
 DEFINED NEIGHBORHOOD: NORTH: EISENHOWER BLVD. SOUTH: 14TH STREET SW EAST: BOISE AVENUE WEST: DUFFIELD AVENUE [SEE MAP]

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor** and **support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this license be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application. [**] If you **oppose** and **do not support** this application for a **LODGING & ENTERTAINMENT LIQUOR LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 44-3 and/or C.R.S. 44-4 The Colorado Liquor and Beer Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please contact: Ms. Patti Garcia, City Clerk, (970) 962-2322, Patti.Garcia@cityofloveland.org

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	DATE w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Steve Jackson	816 Elkh	59	8-31-2020	<input checked="" type="checkbox"/>		
2.		E. Buckner	1340 E 5th St	86	8/31/2020	<input checked="" type="checkbox"/>		
3.		Michelle Carnin	1232 E 10th St #15	48	9/31/2020	<input checked="" type="checkbox"/>		
4.		Kiona Nelson	1232 E 4th St #24	24	8-31-20	<input checked="" type="checkbox"/>		
5.		Robert Cooper	1184 E 5th St.	61	8-31-20	<input checked="" type="checkbox"/>		
6.		Margaret Coy	1188 E 5th St	72	8-31-20	<input checked="" type="checkbox"/>		
7.		Jacob Orost	1134 E 5th St	61	8-31-20	<input checked="" type="checkbox"/>		
8.		Corey Mesia	1208 E 6th St	34	8/31/20		<input checked="" type="checkbox"/>	Alcohol can kill
9.		Robert Stone	11530 E 5th St	25	8/31/20	<input checked="" type="checkbox"/>		
10.		Brandon Elgby	1156 E 5th St	30	8/1/2020	<input checked="" type="checkbox"/>		
11.		Jeff Hanson	1162 E 5th St	35	8/31-20	<input checked="" type="checkbox"/>		
12.		Duane Davis	658 Inca Drive	81	8-31-20		<input checked="" type="checkbox"/>	Don't drink
13.		Frances Gruver	637 Inca Drive	87	8-31-20	<input checked="" type="checkbox"/>		
14.		Sandra Johnson	633 Inca Drive	77	8-31-20	<input checked="" type="checkbox"/>		
15.		Donald Williams	6221 NCA	90	8/31/20		<input checked="" type="checkbox"/>	Not necessary

RP LOVELAND, LLC, dba)	
TOWNEPLACE SUITES BY MARRIOTT)	
)	
256 E. 2 ND STREET)	
LOVELAND, CO 80537)	AFFIDAVIT
)	
LODGING & ENTERTAINMENT LIQUOR LICENSE)	

I, MARK STEFFEK, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant's name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application.

FURTHER THE AFFIANT SAYETH NOT.



CIRCULATOR - Signature

CIRCULATOR - Printed Name

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 1st day of SEPTEMBER, 2020.

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020


Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026

1

Print Images

Page 1 of 2

Routing	Sequence #	Paid Date	Amount	Account	Serial	Capture Source
10200007	380978242	03132020	\$2050.00	3563187818	1061	00010000

GONZALEZ Y GONZALES LLC
1475 BOISE AVE STE 3&4
LOVELAND, CO 80538-4286

1061

23-7/1020 1052

03/05/2020 Date

Pay to the
Order of Dept. of Revenue

Two thousand fifty

\$ 2050.00

Dollars



Photo
Safe
Deposit
Details on back



Wells Fargo Bank, N.A.
Colorado
wellsfargo.com

For Liquor License

Seurastasiia Polan Kuydos

⑆ 102000076⑆ 3563187818⑆ 01061

0313200001305000007

FOR DEPOSIT ONLY WELLS FARGO BANK XXXXXX0271
TREASURER STATE OF CO, DEPT OF REVENUE
DLN:031320 0001 305 000007
031320 ,92135 ,002 0313202135002

☐ CHECK
DATE
AMOUNT
DEPOSIT

ENDORSE HERE

7/21/2020

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input 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 type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name Boise Bar LLC	Type of License Tavern	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>
or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/> N/A
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord 1475 Boise Ave LLC	Tenant Boise Bar LLC	Expires 6/30/22
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name	Date of Birth
Last Name N/A	First Name	Date of Birth
		FEIN or SSN
		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input type="checkbox"/> N/A
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.		<input type="checkbox"/> <input type="checkbox"/> N/A

Name <u>Boise Bar LLC</u>		Type of License <u>Tavern (city)</u>		Account Number	
------------------------------	--	---	--	----------------	--

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>
c. How long has the club been incorporated?		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

NA ☐ ☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?

b. Is the applicant a person who contracts with the institution of higher education to provide food services?
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

W/A ☐ ☐

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

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

Last Name of Manager <u>Bosse</u>	First Name of Manager <u>DeanAnn</u>
--------------------------------------	---

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Yes ☐ No ☒

25. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information.

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?

Yes ☐ No ☒

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.?

☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

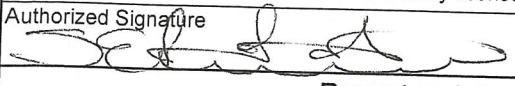
Name	Home Address, City & State	DOB	Position	%Owned
<u>Erica Santana Gonzalez</u>	<u>1544 Columbine Ave Estes Park, CO, 80517</u>	<u>10/20/79</u>	<u>owner</u>	<u>100</u>

** 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.

Name Boise Bar LLC		Type of License Tavern (city)		Account Number	
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature 		Printed Name and Title Ericka Santana		Date 07/02/20	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority July 7, 2020		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) August 25, 2020			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					<input type="checkbox"/> <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input checked="" type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for Love land		Telephone Number		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title		Date	
Signature	Print	Title		Date	


Tax Check Authorization, Waiver, and Request to Release Information

I, Ericka Santana Gonzalez am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Boise Bar 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.

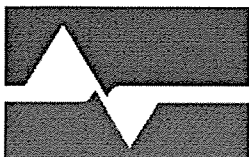
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation 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 is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Boise Bar LLC</u>		Social Security Number/Tax Identification Number <u>85-1294106</u>	
Address <u>1475 N Boise Ave suite # 3,4</u>			
City <u>LoveLand</u>		State <u>CO</u>	Zip <u>80538</u>
Home Phone Number <u>970 4028486</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Ericka Santana Gonzalez</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>07/02/2020</u>

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).



City of Loveland

Office of the City Clerk

500 East Third Street, Suite 230 • Loveland, Colorado 80537
(970) 962-2324 • FAX (970) 962-2901 • TDD (970) 962-2620

Sarah.Jacobsen@CityOfLoveland.org
www.cityofloveland.org

LOCAL APPLICATION FOR LIQUOR LICENSE

This application must be filed in the Office of the City Clerk, City of Loveland, 500 East 3rd Street, Suite 230, Loveland, CO 80537. *Partial applications will not be accepted.*

Name of Entity (Must match Certificate of Good Standing): Boise Bar LLC
Trade Name (DBA/match Certificate of Trade Name): Boise Bar LLC
Contact Name: Ericka Santana Gonzalez Contact Phone No: X
Registered Liquor manager: _____ Phone no. 970-402-8486
Business address: 1475 Boise Ave Ste 314 Email: N/A
Mailing address, City, State & Zip (if different from location):
Same

The applicant(s) hereby applies to the City of Loveland Local Licensing Authority for the following type of City license and tenders the following fees payable to the **City of Loveland**:

Application Fee: (check one)

<input checked="" type="checkbox"/> New License application \$1,000.00	<input type="checkbox"/> Transfer of Ownership \$750.00; add \$100.00 if Requesting Temporary Transfer Permit
--	---

Type of License (fee): (check one)

<input type="checkbox"/> FMB on or Off Premises (circle one) - \$3.75	<input type="checkbox"/> Hotel & Restaurant - \$75.00
<input type="checkbox"/> Optional Premises - \$75.00	<input type="checkbox"/> Hotel & Restaurant with Optional Premises - \$75.00
<input type="checkbox"/> Lodging & Entertainment - \$75.00	<input type="checkbox"/> Brew Pub - \$75.00
<input checked="" type="checkbox"/> Tavern - \$75.00	<input type="checkbox"/> Retail Liquor Store - \$22.50; if Tasting Permit, add \$150
<input type="checkbox"/> Beer & Wine - \$48.75	<input type="checkbox"/> Distillery Pub - \$75.00
<input type="checkbox"/> Liquor License Drug Store - \$22.50	<input type="checkbox"/> Club - \$41.25
<input type="checkbox"/> Arts - \$41.25	<input type="checkbox"/> Bed & Breakfast - \$25.00

TOTAL CITY FEES: \$ 1,075.00

In addition to this local application, an applicant must submit the appropriate State application and license fees, DR Form 8404, DR Form(s) 8404-I, fingerprints and other required documentation to the City Clerk's Office. Attach additional pages as necessary to fully explain your answers.

1. **ANTICIPATED OPENING DATE:** September 1, 2020 ✓

2. **HOURS OF OPERATION:** Monday 10am - 2am Tuesday 10am - 2am Wednesday 10am - 2am
Thursday 10am - 2am Friday 10am - 2am Saturday 10am - 2am Sunday 10am - 2am

3. **FOOD SERVED:** If my license requires food service, I have submitted a Notarized Affidavit as required below:

_____ Hotel and Restaurant License: Full meals are served and at least 25% of gross income is from food sales.

_____ Brew Pub License: Food sales comprise at least 15% of the gross on-premises income.

☒ Tavern; L & E OR Beer and Wine Licenses: Sandwiches and light snacks for consumption on the premises during business hours but need not have meals available for consumption. Affidavit not required.

_____ FMB off premises, must have at least 20% of total sales from the sale of food items for consumption off premises.

4. **ALCOHOL SERVER TRAINING:** List history of training and current training certificates that are held by the applicant and employees:

Be in Business 15 years

5. **EXPERIENCE IN ALCOHOL SALES AND SERVICE:** Describe the applicant/owner/manager experience in the sale and service related to alcohol beverages.

Tips training
Restaurant, Retail Store

6. **PATIO SERVICE:** If the premises includes a patio, the plan to control and monitor alcohol service in that area is:

N/A

7. **COLORADO LIQUOR CODE:** I affirm that a copy of the Colorado Liquor Code has been, or will be, printed from the Department of Revenue or accessed online at <https://www.colorado.gov/pacific/enforcement/liquor-enforcement-laws-rules-regulations> for use in operating my business.

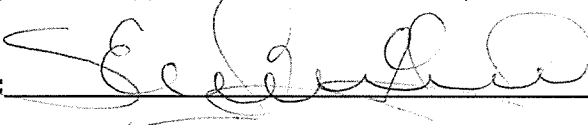
8. **NEIGHBORHOOD NEEDS & DESIRES EVIDENCE.** I acknowledge that NEW License applicants (except for Club licenses) have the burden of proving (1) that the reasonable requirements of the neighborhood are not being met by existing outlets, (2) that the inhabitants of the neighborhood desire that the license be issued, and (3) that the Applicant is qualified to conduct the type of business proposed. The "Neighborhood" is defined by the Authority. Evidence may be in the form of testimony, petitions, or other means. Sample petitions are available from the City Clerk's Office or online at <http://www.cityofloveland.org>. Applicants will receive a mailing which will include the defined neighborhood boundaries, map, and evidence submittal deadline. See C.R.S. 44-3-301.

9. **RETAIL/DRUG STORE TASTINGS PERMIT:** I understand I need a separate tastings permit if I intend to conduct tastings. Application available at the City Clerk's Office or website.

10. **ADDITIONAL ACTIONS FOR THE LICENSED PREMISES:** I understand that timely filing of an application is required, for any modification of premises, manager changes, change of trade name, or change of location.

11. **OCCUPATIONAL TAX:** I acknowledge that there is levied and invoiced upon each liquor license held, an occupation tax in the amount provided by resolution of City Council. See Loveland Municipal Code (L.M.C.) Chapter 3.20.

12. **GAMES OF SKILL:** I have been informed that operation of electronic games, pinball machines, billiards, or pool tables on my premises require an annual City of Loveland license obtained from the City Clerk's Office. See L.M.C. Chapter 5.24. Application available at the City Clerk's Office or website.

* Signed:  Title owner Date: 07/02/2020

Boise Tavern, 1475 N Boise Ave, Loveland, CO, 20532

parking lot



North Boise Avenue

Individual History Record

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

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

1. Name of Business Boise Bar LLC		Home Phone Number 970-402-8486	Cellular Number 970-402-8486	
2. Your Full Name (last, first, middle) Gonzalez, Ericka, Santana		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address esgalez2@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current	544 Columbine Ave	Estes Park 80517	5/3/19	present
Previous	932 Peak view Dr	Estes Park 80517	8/1/12	2019
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		
Chelitos		145 E Elkhorn Ave		owner
la Mexicana		841 Denraven st		owner
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		
Macario Rojas		Husband		Manager
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

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

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

Personal and Financial Information

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

13a. Date of Birth 10/20/79	b. Social Security Number 628-28-1093	c. Place of Birth Mexico City	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where Colorado	f. When 2015	g. Name of District Court Greeley	
h. Naturalization Certificate Number 28999419	i. Date of Certification 8/10/15	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'7	m. Weight 170	n. Hair Color Black	o. Eye Color Brown
p. Gender F	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # 00-279-121 State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 10000

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

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

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
check	Checking	US Bank	10000

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

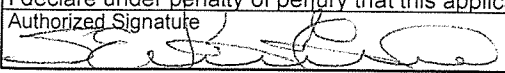
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

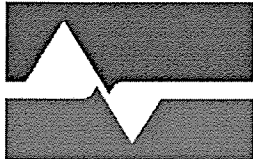
e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
Gloria Coache Gloria		24 mos	none	\$ 53,500.

Oath of Applicant

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

Authorized Signature 	Print Signature Ericka Santana	Title Owner	Date 6/10/2020
---	-----------------------------------	----------------	-------------------



City of Loveland

Office of the City Clerk

500 East Third Street, Suite 230 • Loveland, Colorado 80537
(970) 962-2343 • FAX (970) 962-2901 • TDD (970) 962-2620
www.cityofloveland.org

FINGERPRINT BASED CRIMINAL HISTORY BACKGROUND CHECK – WRITTEN NOTIFICATION

Applicant information

Individual Date 07/02/2020

Applicant's Name: Erica Santana Gonzalez

Establishment Name: Boise Bar LLC

Address: 1475 N Boise Ave Suite 3H City, State & Zip: Loveland, CO, 80538

Description of Notification

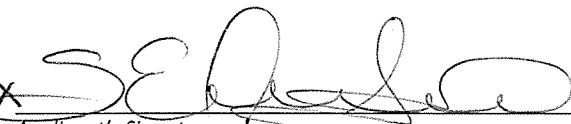
Applicants obtaining fingerprints to be submitted to a civil submission agency that will receive Colorado Bureau of Investigation and Federal Bureau of Investigation (CBI/FBI) identification records are hereby notified that the fingerprints will be used to check the criminal history records of both the CBI and FBI.

The civil submission agency will provide the applicants the opportunity to complete or challenge the accuracy of the information contained in the CBI/FBI identification record.

The procedures for making or declining a change, correction or update of an identification record are set forth in *Title 28, C.F.R., Section 16.34* and allow a reasonable time to do so before the submission agency makes a decision to deny the license or deny employment based on the information in the record. (Title 42, U.S.C., Section 14616, Article IV(c); Title 28, C.F.R., Section 50.12(b); Title 5, U.S.C., Section 552a (e)(3)).

Acknowledgement of Receipt of Notice

By signing this form, you confirm that you understand the information in this written notification and its purpose.

X 
Applicant's Signature

07/02/2020
Date

Agency Signature

Date

Witness Signature (if applicant understands notification but refuses to sign)

Date

Individual History Record

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

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

1. Name of Business Boise Bar LLC		Home Phone Number N/A	Cellular Number 970 699-1684	
2. Your Full Name (last, first, middle) Bosse Dean Ann		3. List any other names you have used Katashak Gaddy		
4. Mailing address (if different from residence)		Email Address bossabella@yahoo.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From To
Current 2870 CR 46		Berthoud, CO 80513		12-15 Present
Previous 159 Barre-Paxton Rd		Butland, MA 01543		5-13 12-15
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held From To
Boise Tavern		1475 Boise Ave Loveland CO		bartender 12-15 Present
		See attachment		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held Name of Licensee
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

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

13a. Date of Birth 3.9.70	b. Social Security Number	c. Place of Birth Les Summit, MO	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'8"	m. Weight 135	n. Hair Color brown	o. Eye Color blue
p. Gender F	q. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # 16-0040768 State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ N/A

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

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

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

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

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

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

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

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

Authorized Signature <i>Dean Ann Bosse</i>	Print Signature Dean Ann Bosse	Title manager	Date 7.7.2020
---	-----------------------------------	------------------	------------------



Office of the City Clerk

500 East Third Street, Suite 230 • Loveland, Colorado 80537
(970) 962-2343 • FAX (970) 962-2901 • TDD (970) 962-2620
www.cityofloveland.org

FINGERPRINT BASED CRIMINAL HISTORY BACKGROUND CHECK – WRITTEN NOTIFICATION

Applicant information

Individual Date 07/20/2020
Applicant's Name: DeanAnn Bosse
Establishment Name: Boise Bar LLC, dba Boise Tavern
Address: 1475 N Boise Ave, #3 & 4 City, State & Zip: Loveland, CO 80538

Description of Notification

Applicants obtaining fingerprints to be submitted to a civil submission agency that will receive Colorado Bureau of Investigation and Federal Bureau of Investigation (CBI/FBI) identification records are hereby notified that the fingerprints will be used to check the criminal history records of both the CBI and FBI.

The civil submission agency will provide the applicants the opportunity to complete or challenge the accuracy of the information contained in the CBI/FBI identification record.

The procedures for making or declining a change, correction or update of an identification record are set forth in *Title 28, C.F.R., Section 16.34* and allow a reasonable time to do so before the submission agency makes a decision to deny the license or deny employment based on the information in the record. (Title 42, U.S.C., Section 14616, Article IV(c); Title 28, C.F.R., Section 50.12(b); Title 5, U.S.C., Section 552a (e)(3)).

Acknowledgement of Receipt of Notice

By signing this form, you confirm that you understand the information in this written notification and its purpose.

DeanAnn Bosse

dotloop verified
07/20/20 10:43 AM
MDT
9NSK-IAHG-E7CC-GPKK

Applicant's Signature

07/20/2020

Date

Agency Signature

Date

Witness Signature (if applicant understands notification but refuses to sign)

Date

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 6/4/20

Name: Boise Bar, LLC

Address: 1475 Boise Ave Ste 3
Loveland,
Colorado 80538-5033

Sales Tax Account Number: 94463032

Sales Tax Filing Frequency: Monthly (\$300 in taxes/mo or more)

Wage Withholding Account Number: 94463032

Wage Withholding Filing Frequency: Quarterly (\$1 to \$6,999/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

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,

Boise Bar, LLC

is a

Limited Liability Company

formed or registered on 06/04/2020 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20201496512 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/03/2020 that have been posted, and by documents delivered to this office electronically through 06/04/2020 @ 10:24:43 .

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 06/04/2020 @ 10:24:43 in accordance with applicable law. This certificate is assigned Confirmation Number 12382493 .



A handwritten signature in black ink that reads "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."

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 11th day of June, 2020

BETWEEN:

1475 Boise Ave LLC of 1475 Boise Ave Ste 3 & 4
Telephone: (970) 590-2143 Email: KateGuden@GMail.com
(the "Landlord")

OF THE FIRST PART

- AND -

Boise Bar, LLC Ericka Santana Gonzalez
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1475 Boise Ave Ste #3 & 4, Loveland, CO 80538, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas,

- driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the restaurant at 1475 Boise Ave Ste #2, Loveland, CO 80538.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

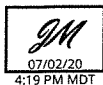
2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

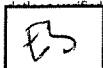
3. The Landlord agrees to rent to the Tenant the restaurant municipally described as 1475 Boise Ave Ste #3 & 4, Loveland, CO 80538, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):
- Boise Bar, LLC.**
4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises. Upon thirty (30) days notice, the Landlord may revoke any consent previously given under this clause.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.

Term



6. The term of the Lease commences at 12:00 noon on July 1st, 2020 and ends at 12:00 noon on June 30, 2022 (the "Term").



7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of **\$3100.00**, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
9. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord at 1475 Boise Ave Ste #2, Loveland, CO 80538, or at such other place as the Landlord may later designate.
10. The Tenant will be charged an additional amount of 10.00% of the Base Rent for any late payment of Base Rent.
11. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
12. For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

13. The Tenant will carry on business under the name of **Boise Bar, LLC** and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Security Deposit

15. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of **\$3100.00** (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
16. The Tenant may not use the Security Deposit as payment for the Rent.
17. Within 60 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 1475 N Boise Ave Ste #2, or at such other place as the Tenant may advise.

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

19. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

20. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject

always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

21. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

- i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

22. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

Renewal of Lease

23. Upon giving written notice no later than 90 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term but rent will be renegotiated at market rent rate.

Tenant Improvements

24. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

- 25. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer.
- 26. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, Internet and cable.
- 27. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: All equipment, hot water heaters are to be taken care of and serviced by the tenant. Tenant is required to have insurance and provide landlord with a copy..

Insurance

- 28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 29. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
- 30. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 31. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

32. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

33. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

34. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

35. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

36. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
37. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
38. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
39. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
40. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

41. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

42. Security deposit will be paid in installments and will be due in full (\$3100) by 4/30/2020.
43. Rent will be \$3100 for the first 12 months. Rent will be increased after 12 months to \$3300.00 (March 1 2021-Feb 28th 2022) the remaining 12 months (March 2022- February 2023) will be \$3500.00.
44. Tenant is responsible for their own Liability insurance and Restaurant/Bar Insurance
45. Tenant is responsible to pick up the trash and liter around the premises.

Maintenance

46. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
47. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
48. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
49. The Tenant will professionally steam clean any carpets on a yearly basis and at the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

Care and Use of Premises

50. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
51. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
52. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
53. The Tenant will not engage in any illegal trade or activity on or about the Premises.
54. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

55. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

56. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

57. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

58. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
59. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
60. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
61. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
62. Time is of the essence in this Lease.
63. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have executed this Lease as of the sate of the first above written.

1475 Boise Ave LLC (Landlord)

Per: _____

J Morales Trustee
dotloop verified
06/16/20 2:10 PM MDT
XMHM-1GZ2-QHGA-F20F

Ericka Santana Gonzalez
dotloop verified
06/16/20 12:55 PM MDT
AMVC-ALST-4NV0-CMLO

Ericka Santana Gonzalez

Boise Bar, LLC (Tenant)

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of July, 2020 by and between Boise Tavern LLC ("Seller"), whose address is 2400 Flagstaff Dr, Loveland, CO, 80504; Boise Bar a Colorado Limited Liability ("the Company") and Erica Santana Gonzalez

whose address is 544 Colombine Ave, Estes Park, CO, 80517

WITNESSETH:

1. Seller is the owner of a tavern business known as Boise Tavern ("Business") located at 1475 Boise Avenue, Unit #3 & 4, Loveland, Colorado 80538 ("Business Location" Seller agrees to sell certain Assets of the Business hereafter described ("Assets") to Buyer, and Buyer agrees to purchase such Assets, all upon the terms and conditions hereinafter contained.
2. On the terms and subject to the conditions set forth in this Agreement, at Closing the Seller shall, assign, transfer and deliver to the Buyer, and Buyer shall purchase from the Seller, the following Assets:
 - a. Inventory on hand on the Closing Date including, without limitation, customary levels of inventory for the ordinary operation of the Business akin to the inventory shown on Exhibits A-1 and A-2;
 - b. Supplies on hand on the Closing Date;
 - c. Equipment, shelving and furnishings owned by the Seller and located at the Business Location on the Closing Date;
 - d. All assets listed on Exhibit "B", hereto which is incorporated herein by reference;
 - e. Telephone number, to the extent Seller has any right to transfer such number;
 - f. Advertising, subject to any payments for advertising which fall due after the Closing Date, which payments Buyer assumes and agrees to pay;
 - g. All rights, it any, owned by Seller to use the name "Boise Tavern";
 - h. All assets used in the operation of the Business not specifically excluded by this Agreement.
3. The following items and no other are excluded from this sale:
 - a. Cash and bank accounts of Seller;
 - b. Utility and phone deposits made by the Seller, if any;
 - c. Accounts receivable, including but not limited to, any payments for credit card transactions;
 - d. Tools and personal effects owned by the principals of the Seller.
4. The purchase price to be paid by Buyer to Seller is \$ 63,500. The purchase price is payable as follows:
 - a. \$ 0 —in cash or other good funds at closing;

- b. The balance of \$ 53,500 in the form of Buyer's promissory note bearing interest at the rate of 0 percent (0 %) per annum on the unpaid principal balance, with equal monthly installments of principal and interest, the installments being calculated using an amortization of (2) years, with the entire unpaid principal due and payable in full (2) years from the Closing Date ("Promissory Note"). The Promissory Note shall have such additional terms and be in substantially the form as the attached hereto as Exhibit "C" which is incorporated herein by this reference as though fully set forth. The Promissory Note shall be secured by all of the Buyer's business Assets, which security arrangement is further set forth elsewhere in this Agreement.
5. The purchase price is allocated as follows:
- | | |
|---|---------------|
| a. Earnest Money | <u>10,000</u> |
| b. Inventory | <u>3,500</u> |
| c. Supplies, equipment, shelving and furnishings | |
| d. Liquor license, leasehold deposit, advertising,
telephone number, name and goodwill | |
| e. Covenant not to compete | |

The parties agree to reflect this allocation in applicable tax filings, including without limitation IRS Form 8594.

6. Earnest Money. The Earnest Money set forth in this Section, in the form of a personal check, will be payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.
7. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.
8. Unless otherwise agreed, the Closing of the purchase and sale of the Assets provided for by this Agreement (referred to throughout this Agreement as the "Closing") shall take place at the date that Boise Bar LLC will get their liquor license on _____, _____ at ____ o'clock ____ m. Agreement as the "Closing Date".

9. At the Closing, upon tender of the cash payment to be made by Buyer, the Seller shall thereupon execute in favor of Seller a bill of sale for the Assets (free and clear of all liens and encumbrances whatsoever), and shall deliver the same to the Buyer in exchange for the following actions and documents to be taken and provided by the Buyer:
- a. The Buyer shall execute the Promissory Note and deliver the same to the Seller;
 - b. The Buyer shall execute the Security Documents, and shall deliver the same to the Seller;
 - c. Buyer shall make the payment due at the time of closing.
10. As security for payment of the promissory Note, the Buyer shall execute and deliver to Seller the documents identified in paragraph 7 and certain other documents as follows:
- a. The Company, Boise Bar LLC shall execute a Security Agreement and securing payment of the Promissory Note with all of its Assets, including but not limited to, the lease of the real property at the Business Location, inventory, supplies, telephone number, liquor license, equipment, furnishings, and all accessions, substitutions and proceeds (including proceeds from sale or other disposition, and proceeds from insurance policies insuring such Assets). The Security Agreement shall be substantially in the form attached hereto as Exhibit "D" and incorporated herein by this reference as though fully set forth.
11. Seller acknowledges that Buyer has a tentative lease executed, that will be effective upon Boise Bar LLC getting liquor license, with landlord of the premises. Buyer desires that the existing lease for the premises be terminated upon approval liquor license for Boise Bar LLC. This Agreement is specifically contingent on a new lease acceptable to Buyer, in Buyer's sole discretion, being executed prior to closing. If not so executed at Buyer's election, closing may be continued for up to 30 days. If an unacceptable new lease is not executed by the extended closing date, this Agreement shall terminate, and the parties shall have no further rights and obligations hereunder.
12. Buyer acknowledges that Buyer has had full opportunity to review the books, operation, contract, and other matters related to the financial condition and operation of Seller. Buyer acknowledges that Buyer is relying upon Buyer's own inspection and review, and those of any consultant of Buyer, and not upon any representations or warranties of the Seller or any accountant, attorney, employee, agent or other party association with Seller. Seller represents and warrants that the books and documents provided to Buyer are true and accurate to the best of the Seller's information, knowledge and belief.
13. Buyer recognizes that the Seller is the owner of a tavern liquor license, and that parties identified as Buyer must be a qualified party to obtain transfer of ownership of the license. Buyer represents and warrants that to their knowledge Buyer and their Owners, managers and employees ("Related persons") are of good character, and do not hold any financial or ownership interest in any other liquor license that would disqualify the Buyer or the Related Persons from holding and operating a retail liquor license. Buyer shall be responsible for obtaining any necessary approvals of the state and local liquor licensing authorities to the change of ownership. This Agreement is contingent on Buyer being approved by the City of Loveland Liquor Licensing Authority and the State of Colorado to hold the license to be transferred hereunder. At Buyer's election, if such approval has not been obtained prior to closing, Buyer may elect to extend the closing date until a decision on such transfer in final, up to a maximum of 60 days. Buyer may also elect to operate

the Business under a temporary permit pursuant to C.R.S.12-47-303. In such event, all expenses and income during operation under the temporary permit shall be that of Buyer. If the license transfer application is denied or no final approval of the requested transfer is obtained on or before 90 Days from the date originally set for closing, this Agreement shall terminate; provided, however, that expenses and income during any period of the operation under a temporary permit shall be those of Buyer as set forth above. Further, if this Agreement terminates because such approval is denied or not obtained within said 90 day period, the Promissory Note to be executed at closing shall be cancelled and all payments made by Buyer to Seller shall be returned to Buyer.

14. Seller shall be responsible for timely reporting and paying all sales taxes and outstanding bills for Sellers operation of the business accrued but unpaid as of the time of closing on the Closing Date, and all payroll and withholding liabilities of the Seller. Seller will operate the business until the Closing Date in the normal fashion, and except for any operations pursuant to a temporary permit all receipts for sales to the time of closing shall belong to Seller. Seller agrees not to make any transfer, sale or disposition of the Seller's Assets, other than in the ordinary course of business, from the date of the Agreement forward.
15. Buyer hereby assumes and agrees to timely pay all amounts payable after the Closing Date for utilities, telephone and ads. All such items shall be prorated to the date of closing. Seller shall not incur unusual obligations prior to the Closing Date. Seller and Buyer shall promptly, notify all suppliers and other parties with whom business is done that Buyer is the new operator and owner of the Business, and Buyer shall not incur any debt or obligation in the name of the Seller.
16. Buyer has made all such investigations as to the status of the Sellers business and other affairs as Buyer deems necessary or appropriate to make an informed decision to acquire the Seller's Assets, and the Buyer considers herself to be a person possessing experience and sophistication as an investor and business owner adequate for the evaluation of the merits and risks of such acquisition of the Seller's Assets.
17. Personal property taxes on the Assets for the year 2017 shall be prorated to the date of closing based on the personal property taxes paid for the year 2016. Buyer is solely responsible for timely reporting and paying any sale, use, transfer, ownership or other tax or levy which arises due to the transfer of the Assets to the Buyer. The foregoing does not include any responsibility for payment of any income tax obligation of Seller which may arise due to such transfer.
18. All the representations, warranties, covenants, duties of performance, and promises and agreements of the parties contained in this Agreement (or any document delivered or to be delivered pursuant to this Agreement or in connection with the Closing) shall survive the execution, acknowledgement, sealing and delivery of this Agreement and the consummation o of the Closing and the transactions contemplated hereby and shall not be merged in any

- b. The balance of \$ 53,500 in the form of Buyer's promissory note bearing interest at the rate of 0 percent (0 %) per annum on the unpaid principal balance, with equal monthly installments of principal and interest, the installments being calculated using an amortization of (2) years, with the entire unpaid principal due and payable in full (2) years from the Closing Date ("Promissory Note"). The Promissory Note shall have such additional terms and be in substantially the form as the attached hereto as Exhibit "C" which is incorporated herein by this reference as though fully set forth. The Promissory Note shall be secured by all of the Buyer's business Assets, which security arrangement is further set forth elsewhere in this Agreement.

5. The purchase price is allocated as follows:

- a. Earnest Money
- b. Inventory
- c. Supplies, equipment, shelving and furnishings
- d. Liquor license, leasehold deposit, advertising, telephone number, name and goodwill
- e. Covenant not to compete

10,000
3,500

The parties agree to reflect this allocation in applicable tax filings, including without limitation IRS Form 8594.

6. Earnest Money. The Earnest Money set forth in this Section, in the form of a personal check, will be payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an Alternative Earnest Money Deadline for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

7. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

8. Unless otherwise agreed, the Closing of the purchase and sale of the Assets provided for by this Agreement (referred to throughout this Agreement as the "Closing") shall take place at the date that Boise Bar LLC will get their liquor on _____ at ____ o'clock ____ m. Agreement as the "Closing Date". license

If to Seller:

Gloria Coucho
2400 Flagstaff Dr,
Lafayette, CO, 80504

If to Buyer:

Ericka Gaurales
1475 N Boise Ave, Ste # 334
Loveland, CO, 80538

Any notice of change of address shall be given in the same manner as provided above.

20. This Agreement may be executed in two or more consecutive counter parts, each of which shall be an original, with the same effect as if the signatures there to and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.
21. In the event that a party to this Agreement breaches this Agreement, in addition to any other remedies available, the other party may recover its reasonable attorney fees and costs incurred as a result of such breach.
22. The invalidity of any sentence, clause, phrase, paragraph or provision of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid or unenforceable for any reason, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial reformation of the invalid provision.
23. It is expressly agreed that this Agreement is made and entered into in Larimer County, Colorado and is governed by and its terms shall be construed under the laws of the State of Colorado.



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

Colorado Secretary of State
Date and Time: 06/04/2020 10:22 AM
ID Number: 20201496512
Document number: 20201496512
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Boise Bar, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

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

2. The principal office address of the limited liability company's initial principal office is

Street address

1475 N BOISE AVE

(Street number and name)

STE 3 & 4

LOVELAND

(City)

CO

(State)

80537

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

Mailing address

(leave blank if same as street address)

544 Columbine Ave

(Street number and name or Post Office Box information)

Estes Park

(City)

CO

(State)

80517

(ZIP/Postal Code)

Colorado

(Province – if applicable)

United States

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

SANTANA

(Last)

ERICKA

(First)

(Middle)

(Suffix)

or

(if an entity)

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

Street address

544 Columbine Ave

(Street number and name)

ESTES PARK

(City)

CO

(State)

80517

(ZIP Code)

Mailing address

(leave blank if same as street address)

544 Columbine Ave

(Street number and name or Post Office Box information)

ESTES PARK CO 80517
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) SANTANA ERICKA
(Last) (First) (Middle) (Suffix)
or

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

Mailing address 544 Columbine Ave
(Street number and name or Post Office Box information)

Estes Park CO 80517
(City) (State) (ZIP/Postal Code)
CO United States
(Province – if applicable) (Country)

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

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☐ one or more managers.

or

☒ the members.

6. (The following statement is adopted by marking the box.)

☒ There is at least one member of the limited liability company.

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

☐ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

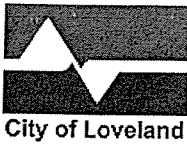
SANTANA	ERICKA		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
544 Columbine Ave			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
ESTES PARK	CO	80517	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

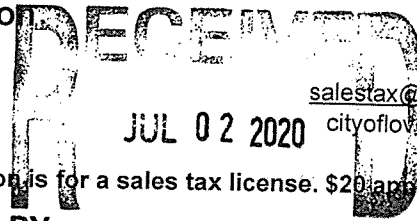
Disclaimer:

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



Sales Tax License Application

Revenue Division
500 East Third St., STE 110
Loveland, CO 80537



(970) 962-2708
FAX (970) 962-2927
salestax@cityofloveland.org
cityofloveland.org/salestax

Loveland does not have a Business License. This application is for a sales tax license. \$20 application fee.

PART A - Registrant Information		CITY USE ONLY	
1) Legal/True Name of Business (Last, First if Individual) <u>Boise Bar LLC</u>		Acct	
2) Trade Name (Doing Business As) (If Applicable)		GEO	
3) Location Street Address with Suite Number (No PO Boxes) <u>1475 N Boise Ave, Loveland CO 80538</u>		NAICS	
4) City <u>Loveland</u>	5) State <u>CO</u>	6) Zip Code <u>80538</u>	7) Federal Employer ID <u>85-1294106</u>
			8) Colorado Sales Tax Account <u>94163032</u>
9) Reason for Filing (check only one) <input checked="" type="checkbox"/> New Registration (Including registration of new location) <input type="checkbox"/> Update Information for License: <input type="checkbox"/> Business Purchased or Merged (Complete Section D)		10) Legal Form (check only one): <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Partnership (General or Limited) <input type="checkbox"/> Limited Liability Partnership (LLP or LLLP) <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust <input type="checkbox"/> Government <input type="checkbox"/> Other Entity Type:	
11) Location/Account Type (check only one): <input checked="" type="checkbox"/> Commercial (Including retail, office, and industrial locations) <input type="checkbox"/> Out of City Location(s) (proceed to line 17) <input type="checkbox"/> Catalogue or Internet Sales Account (proceed to line 17)			
Licensing Information			
12) Send Licensing Correspondence Care Of <u>Ericka Santana</u>		13) Licensing Phone Number <u>970 4028486</u>	14) Licensing E-mail Address <u>esgalex2@gmail.com</u>
15) Mailing Address for Licensing Correspondence <u>PO Box 3345</u>			
16) City <u>Estes Park</u>	17) State <u>CO</u>	18) Zip Code <u>80517</u>	
Tax Compliance Information			
19) Send Tax Correspondence Care Of <u>Ericka Santana</u>		20) Tax Compliance Phone Number <u>970 4028486</u>	21) Tax Compliance E-mail Address <u>esgalex2@gmail.com</u>
22) Mailing Address for Tax Correspondence <u>PO Box 3345</u>			
23) City <u>Estes Park</u>	24) State <u>CO</u>	25) Zip Code <u>80517</u>	
Third Party Preparer Information			
26) Preparer Name		27) Preparer Phone Number	28) Preparer E-mail Address
29) Mailing Address for Third Party Preparer			
30) City	31) State	32) Zip Code	
33) Address where Tax Records may be Inspected (No PO Boxes)			
34) City	35) State	36) Zip Code	

This form has 2 pages. Both pages must be completed. Incomplete applications will be returned.

Affidavit of Measurement(s)

DATE: 07/02/2020

Applicant: Boise Bar LLC dba Boise Bar Tavern

Liquor License Type and Address: Tavern (city) 1475 N Boise Ave, Loveland
CO, 80538

Distance To "School" Measurements For All License Types

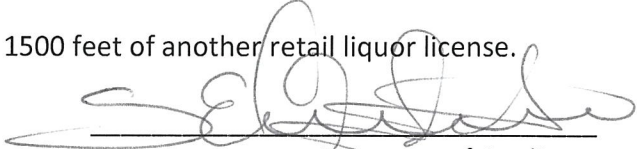
The distance to the school should be measured per 1 C.C.R. 203-2, Regulation 47-326, and determined to be greater than 500 feet computed by direct measurement from the nearest property line of the land used for school purposes to the nearest portion of the building in which malt, vinous, or spirituous liquors are to be sold, using a route of direct pedestrian access, measured as a person would walk safely and properly, without trespassing, with right angles at crossings and with the observance of traffic regulation and traffic signals.

☒ No public or private schools meeting compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary are located within 500 feet of the proposed property.

Liquor Licensed Drug Store (LLDS) or Retail Liquor Store (RLS) applications (if applicable)

The distance between the principal doorway of the LLDS/RLS may not be located within 1500 feet of another retail liquor license for off-premises sales as determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ The proposed LLDS/RLS is not located within 1500 feet of another retail liquor license.


Signature of Applicant


STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 2 day of July, 2020.

My commission expires:

1-26-2022

SARAH JACOBSEN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184004361
My Commission Expires 1/26/2022


Notary Public