

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, January 19, 2016 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

7:00pm Council Meeting

1. Call to Order.
2. Roll Call.

| | |
|-----------------|------------------|
| Mayor | Ron Engels |
| Mayor Pro-Tem | Kathy Heider |
| Council members | Shirley Voorhies |
| | Judy Laratta |
3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.

LIQUOR LICENSE AUTHORITY –

7. Johnny Z's Liquor – Modification of Premise for CC Gaming, LLC dba Johnny Z's Casino to reduce liquor premise on the 2nd floor by 109 sq feet from current liquor license/New Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street/ Johnny Z's Promotional Association and Common Consumption Area (McAskin)

PUBLIC HEARING –

8. Resolution No. 16-05: A resolution of the City Council of the City of Central, Colorado conditionally approving a Special Review Use Permit for an automobile parking lot on property located within the Limited Community Commercial (LCC) Zone District and located northwest of the intersection of Gregory Street and High Street. Rears)

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda: the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker.** The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

EXECUTIVE SESSION –

Pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented.

ADJOURN. Next Council meeting February 2, 2016.



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 19, 2016

ITEM: Johnny Z's Liquor – Modification of Premise for CC Gaming, LLC dba Johnny Z's Casino to reduce liquor premise on the 2nd floor by 109 sq feet from current liquor license/New Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street/ Johnny Z's Promotional Association and Common Consumption Area

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for Modification of Premise/ New Tavern Liquor License/Promotional Association and Common Consumption Area Permit for CC Gaming, LLC dba Johnny Z's Casino/Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street
- II. **RECOMMENDED ACTION / NEXT STEP:** This is a 3 step approval with the Permanent Modification of Premise to reduce the liquor premise on the 2nd floor by 109 sq ft, second, to approve the new Tavern Liquor License, and third, to approve a Promotional Association\Common Consumption. This matter is before the Local Liquor Licensing Authority for a Public Hearing regarding the application for a **new** Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street, Central City. Based on testimony and evidence presented in support of, or in opposition to this application, the Local Liquor Licensing Authority may take into consideration the following factors as more fully explained in the "Criteria for Approval" section:
1. The character of the Applicant;
 2. The reasonable requirements of the neighborhood and the desires of the adult inhabitants of this neighborhood are met; and
 3. The sufficiency of the number, type, and availability of other alcoholic beverage outlets located within the boundaries of the neighborhood of the proposed establishment.

III. FISCAL IMPACTS: This item does not directly affect the City's current budget. However, approval of these applications would allow additional sales tax to be collected by the licensee for serving liquor if they choose after 2:00 a.m. In addition, liquor license, business license and sales tax license renewal fees would be collected annually.

IV. BACKGROUND INFORMATION:

In July, 2015, Council adopted Ordinance No. 15-06 which amended Article 6 of Chapter 6 of the Central Municipal Code concerning entertainment districts and the hours of operation of a common consumption area. This stems from C.R.S. § 12-47-301(11)(f), which states a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol. The Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General's Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5)(b).

Ordinance No. 15-06 removed the current 10:00 p.m. limitation on hours of operation of a common consumption area and now allows a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

On December 16, 2015, John Zimpel, on behalf of Jan's Tavern, LLC dba Jan's Tavern filed an application for a new Tavern Liquor License for 132 Lawrence Street with the Permanent Modification of Premise and the Promotional Association/Common Consumption Area Application.

Subsequently, a Notice of Public Hearing was published in the *Weekly Register Call* on January 7, 2016 and a sign was posted at the location of 321 Gregory Street on January 7, both not less than ten (10) days prior to this hearing.

CONCURRENT REVIEW (Regulation 47-324, CCR): In order to expedite this matter, the Applicant has requested a *Concurrent Review* by the State Liquor Enforcement Division (that department reviews the application at the same time as the local authority). The Applicant has paid the additional \$100 fee required by statute for that process. Copies of all documents and the appropriate fees were mailed to the Liquor Enforcement Division on Friday, December 18, 2015.

V. LEGAL ISSUES: CRITERIA FOR GRANTING A NEW LICENSE.

At the regular meeting of the City Council/Liquor Licensing Authority on September 7, 2004, the City Council unanimously passed Liquor Authority Resolution 04-1 establishing the entire City of Central as the neighborhood boundaries.

The following criteria, as discussed in this staff report, must be found by the Authority to exist in order for the license to be granted:

1. The notice of the hearing was posted in a conspicuous place on the premises and published in a newspaper no less than 10 days before the hearing;
2. There is a need and desire for the establishment;
3. Existing liquor licenses of the same class are inadequate to serve the needs of the neighborhood;
4. Applicant is of good moral character; and for this application –Tavern Liquor – the registered manager/owner is of good moral character;
5. Applicant is in legal possession of the premises;
6. The use is permitted under the zoning classification;
7. Premises are suitable based on a review of the plans; and

- There does not exist an unlawful multiple ownership of licenses or interests.

STAFF'S FINDINGS: In consideration of the foregoing criteria of approval, staff makes the following findings: A minimum of thirty- (30) days has elapsed between the date the application was filed and the date set for the public hearing. The notice of hearing was duly noticed. The use is permitted in the zone district. Relating to "good moral character and suitability of the premises":

- Police Department: completed a background investigation through CCIC, the City of Central and the Gilpin County Sheriff's Department on the applicants listed. Therefore, the Police Department recommendation is for approval of the application for a new Tavern liquor license.
- Building Department: No building permits issued at this time.
- Regarding the needs and desires of the neighborhood, the Authority will need to consider the evidence and testimony presented during the hearing.

Desires: To date, the City Clerk's Office has not received any oral or written communication from other parties regarding this application.

Needs: Listed below by class of license, name, and address are **13** other liquor-licensed establishments within the previously established neighborhood boundaries:

| NAME OF BUSINESS | LOCATION | CLASS OF LICENSE |
|--|------------------------|----------------------|
| Annie's Liquor | 135 Nevada Street | Retail Liquor Store |
| G. F. Gaming Corp d/b/a The Famous Bonanza | 107 Main Street | Retail Gaming Tavern |
| G. F. Gaming Corp d/b/a Easy Street Casino | 121 Main Street | Retail Gaming Tavern |
| Charles Odiorne Gaming LLC dba Blu & Charlies | 118 Main Street | Tavern |
| Central City Opera House Assoc. d/b/a Teller House | 120 Eureka Street | Tavern |
| Dostal Alley, Inc. | 1 Dostal Alley | Brew Pub |
| Elks Lodge | 113 Main St. 2nd floor | Club |
| CC Tollgate LLC d/b/a Century Casino | 102 Main Street | Hotel and Restaurant |
| RCH Colorado LLC d/b/a Reserve Casino Hotel | 321 Gregory Street | Hotel and Restaurant |
| The Central City Group, LLC d/b/a Central City Social Club | 112 Lawrence Street | Hotel and Restaurant |
| CC Gaming LLC d/b/a Johnny Z's Casino | 132 Lawrence Street | Hotel and Restaurant |
| CC Tollgate Deli LLC d/b/a Deli Tavern | 102 Main Street | Tavern |
| RCH Colorado LLC dba LAVA ROOM | 321 Gregory Street | Tavern |

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES: OPTIONS FOR LLA'S CONSIDERATION:

Members of the Liquor Licensing Authority may consider either of the following actions:

- To *approve* or *deny* the application for a new Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street (**The decision of the Local Licensing Authority must be mailed to the Applicant within thirty- (30) days following the public hearing at the address contained in the application. If the Authority decides to deny the application, staff recommends that the matter be continued to a date certain for purposes of consultation with the City Attorney and in order to prepare writing findings.*); or

2. Continue this Public Hearing to allow the Applicant and staff an opportunity to provide further information to the Authority regarding this matter.

ATTACHMENTS:

1. Administrative Documents
 - Clerk's Staff Report
2. **Application**
 - New Tavern Liquor License, with Attachments
3. **Backgrounds**
 - Individual History Record (State Form DR 8404-1) for Elizabeth J. Zimpel and John W. Zimpel
4. **Commercial Lease**-available in Clerk's Office
5. **Corporate Documents**-available in Clerk's Office
4. **Modification of Premise**-CC Gaming, LLC dba Johnny Z's Casino
5. **Johnny Z's Promotional Association and Common Consumption Area**

PERMIT APPLICATION AND REPORT OF CHANGES

Concurrent Review w/ New Tavern License

CURRENT LICENSE NUMBER 14-67790-0000
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

| | | |
|--|-------------------------|---|
| 1. Applicant is a | | PRESENT LICENSE NUMBER |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company | | |
| 2. Name of Licensee <u>CC Gaming, LLC</u> | | 3. Trade Name <u>Johnny Z's Casino</u> |
| 4. Location Address <u>132 Lawrence Street</u> | | |
| City <u>Central City</u> | County <u>Gilpin</u> | ZIP <u>80427</u> |

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

| Section A - Manager reg/change | Section C |
|--|---|
| • License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE | 2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea)... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u> |
| Section B - Duplicate License | |
| • Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00 | 2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ |

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

| | | |
|-------------------------|------------------------|---|
| DATE LICENSE ISSUED | LICENSE ACCOUNT NUMBER | PERIOD |
| -750 (999) | -100 (999) | 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 | | \$.00 |

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

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

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

- On-Premises Licensee (Taverns, Restaurants etc.)
- Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____

City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

CHANGE TRADE NAME OR CORPORATE NAME

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
 1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

| | |
|--------------------|--------------------|
| Old Trade Name | New Trade Name |
| Old Corporate Name | New Corporate Name |

CHANGE OF LOCATION

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority _____ **Date of Hearing** _____

(a) Address of current premises _____

City _____ County _____ Zip _____

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address _____

City _____ County _____ Zip _____

(c) New mailing address if applicable.

Address _____

City _____ County _____ State _____ Zip _____

(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.

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed deleting 109 square feet from the second floor

(b) If the modification is temporary, when will the proposed change:

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

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>Elizabeth Lipst</i> | Title <i>Member</i> | Date <i>12/7/15</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 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

| | | |
|--|---|------|
| Local Licensing Authority (City or County) <i>City of Central</i> | Date filed with Local Authority <i>December 16, 2015</i> | |
| Signature | Title | Date |

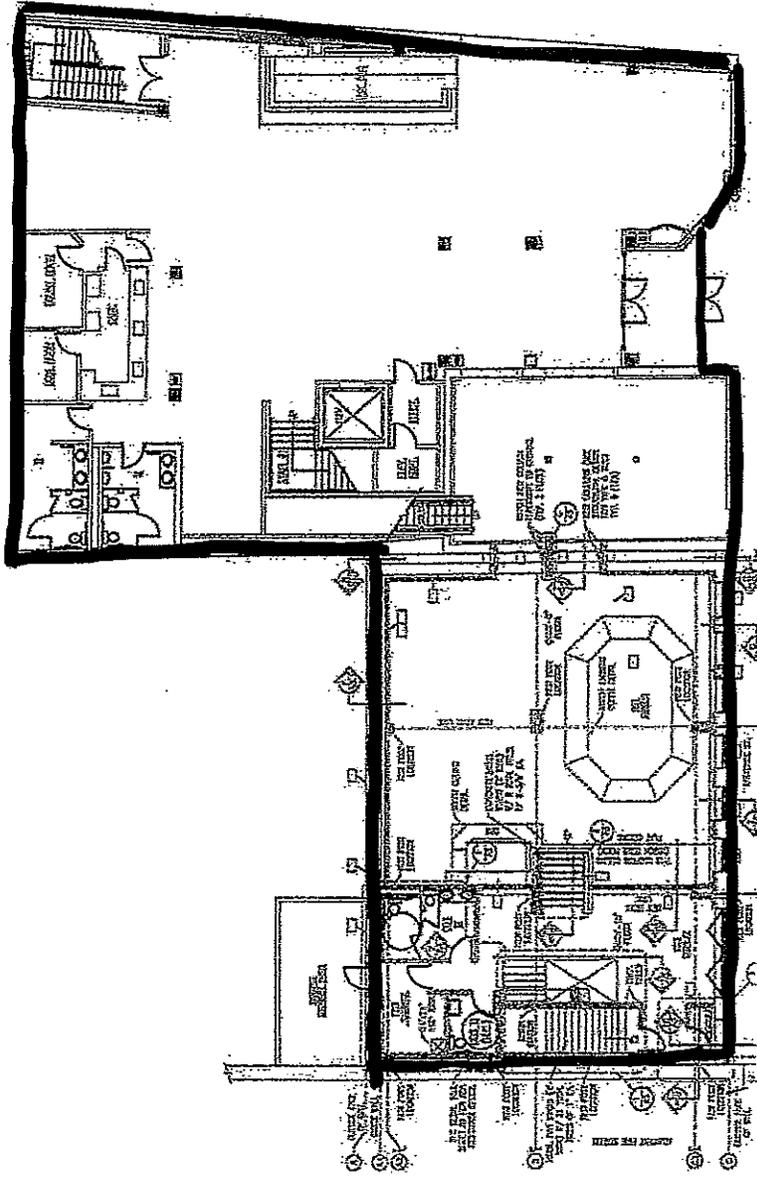
REPORT OF STATE LICENSING AUTHORITY

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

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

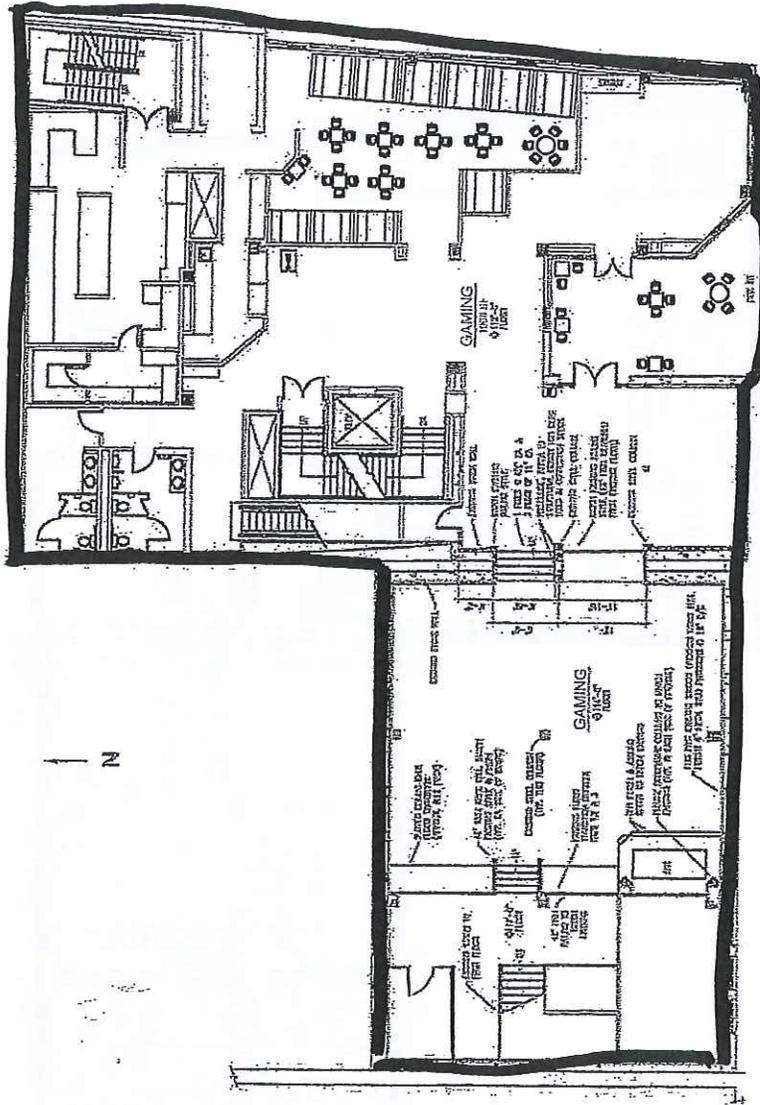
Current CC Gaming, LLC
Liquor License Premises Map

1st Level

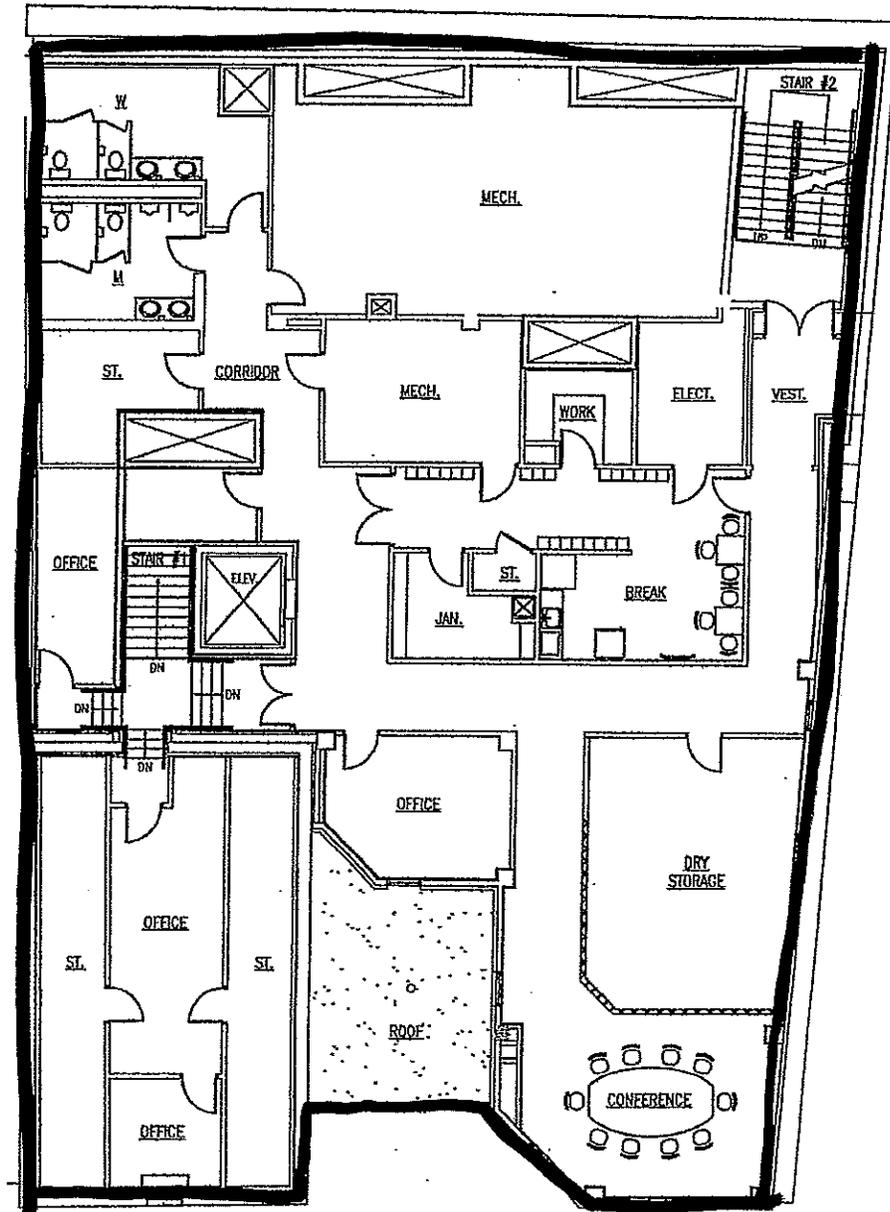


132 Lawrence Street
Central City, CO

2nd level



132 Laurance Street
Central City, CO



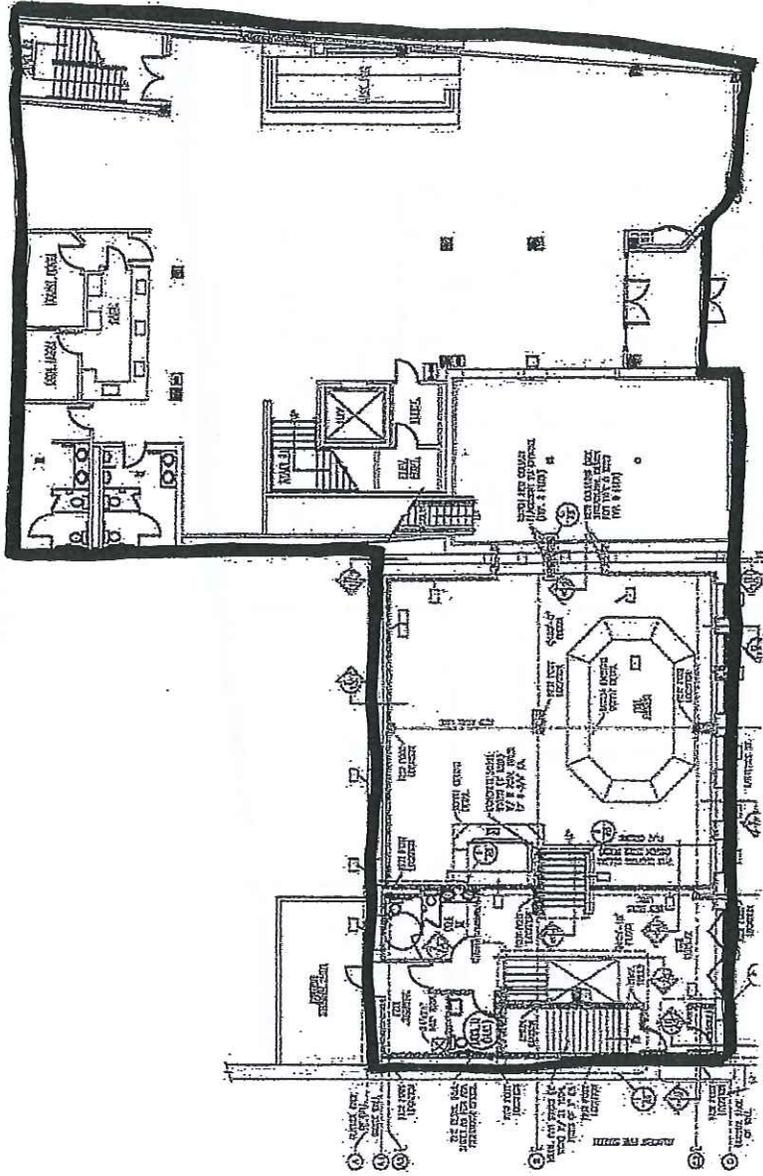
THIRD FLOOR GAMING PLAN

GROSS FLOOR AREA:
 6,607 SF
 DELETED FROM AREA.

*132 Lawrence Street
 Central City Co*

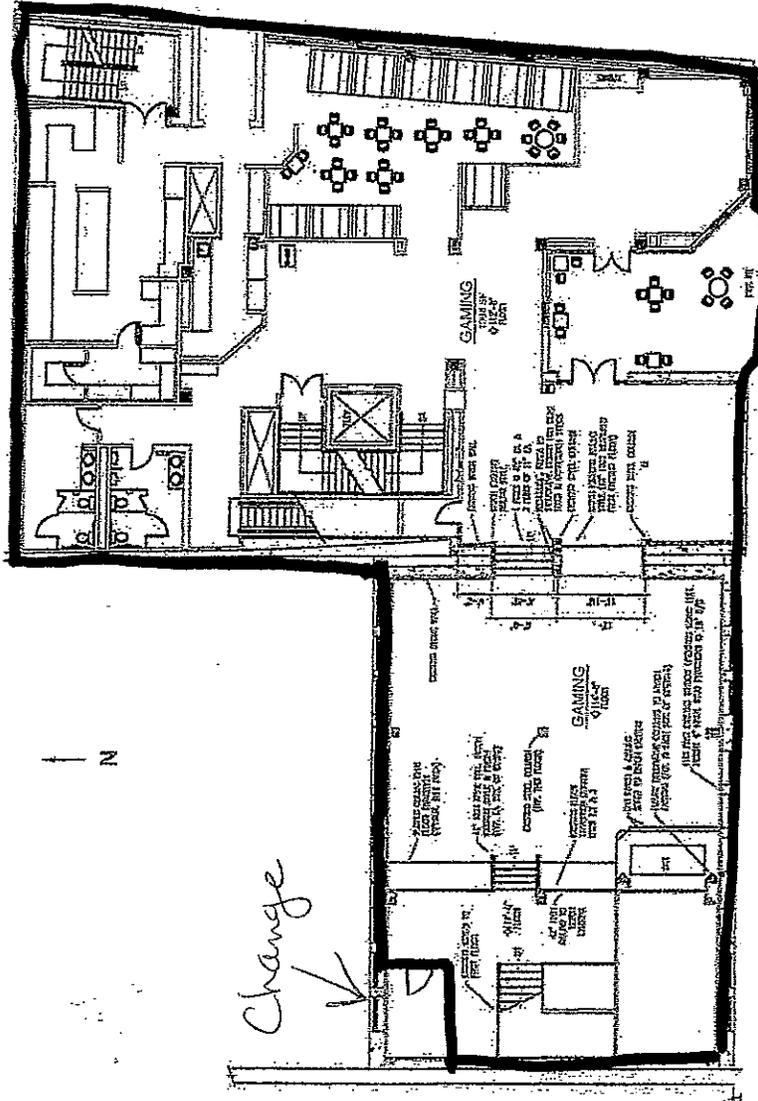
Proposed CC Gaming, LLC
Liquor license Premises Map
(change on second floor)

1st level

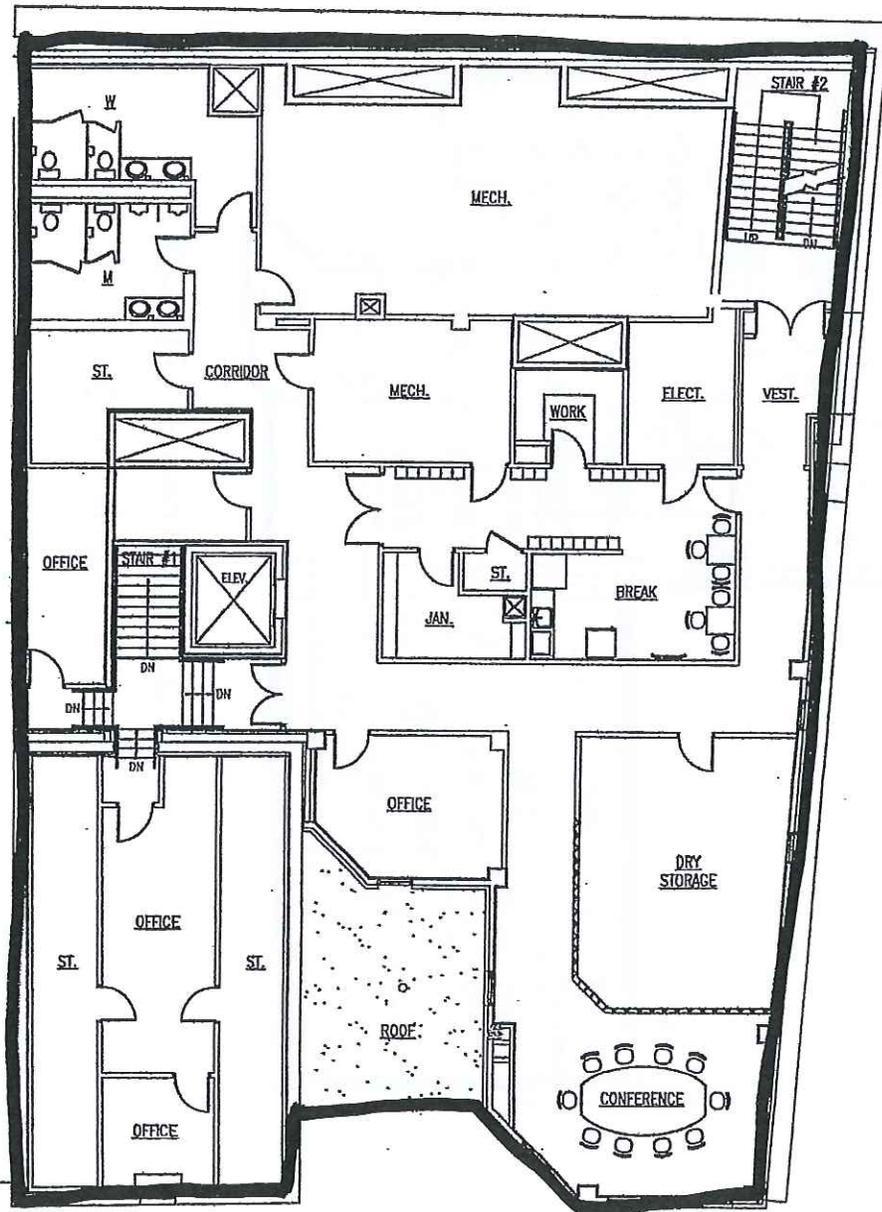


132 Lawrence Street
Central City, CO

2nd level



132 Laurance Street
Central City, CO



THIRD FLOOR GAMING PLAN

GROSS FLOOR AREA:
 6,607 SF
 IDENTIFIED BY AREA.

*132 Lawrence Street
 Central City Co*

Colorado Liquor Retail License Application

Concurrent Review w/ Modification of Premises

New License
 New-Concurrent
 Transfer of Ownership

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

1. Applicant is applying as a/an

| | |
|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) | <input checked="" type="checkbox"/> Limited Liability Company |
| | <input type="checkbox"/> Association or Other |

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Jane's Tavern, LLC

FEIN Number 47-5439329

2a. Trade Name of Establishment (DBA)

Jane's Tavern

| | |
|--|--|
| State Sales Tax Number <u>30250978</u> | Business Telephone <u>303-582-5623</u> |
|--|--|

3. Address of Premises (specify exact location of premises, include suite/unit numbers)

132 Lawrence Street

| | | | |
|--------------------------|----------------------|-----------------|-----------------------|
| City <u>Central City</u> | County <u>Gilpin</u> | State <u>CO</u> | ZIP Code <u>80427</u> |
|--------------------------|----------------------|-----------------|-----------------------|

| | | | |
|---|--------------------------------|-----------------|-----------------------|
| 4. Mailing Address (Number and Street) <u>PO Box 49</u> | City or Town <u>Black Hawk</u> | State <u>CO</u> | ZIP Code <u>80422</u> |
|---|--------------------------------|-----------------|-----------------------|

5. Email Address jzimpel@comcast.net

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

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

| Section A Nonrefundable Application Fees | Section B (Cont.) Liquor License Fees |
|--|---------------------------------------|
|--|---------------------------------------|

| | |
|---|---|
| <input type="checkbox"/> Application Fee for New License \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer \$ 600.00 | <input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$ 75.00 <input checked="" type="checkbox"/> Manager Registration - Tavern \$ 75.00 |
|---|---|

| Section B Liquor License Fees | Liquor License Fees |
|---|---|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City)\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County)\$750.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00 | <input type="checkbox"/> Master File Location Fee\$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City)\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City)\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License (County)\$312.50 <input checked="" type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00 |

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

| License Account Number | Liability Date | License Issued Through (Expiration Date) | Total |
|------------------------|----------------|--|-------|
| | | | \$ |

Application Documents Checklist and Worksheet

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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

| Items submitted, please check all appropriate boxes completed or documents submitted | |
|---|---|
| I. | Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority |
| II. | Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input 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 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) (Attach prior lease to show right to assumption) |
| IV. | Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached) |
| V. | Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <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 dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent) |
| VII. | Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009) |
| VIII. | Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company |
| IX. | Manager registration for hotel and restaurant, tavern licenses when included with this application <input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required |

| | | | | |
|--|--|-------------------------------------|-------------|---------------------|
| 7. Is 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) or manager under the age of twenty-one years? | Yes | No | | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| 8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager 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? Other: _____ | | | |
| | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 11. 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. <i>Please see attached</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |
| 12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? | <input 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 <i>CC Gaming, LLC</i> | Tenant <i>Jan's Tavern, LLC</i> | Expires <i>12/31/25</i> | | |
| b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. | | | | |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| c. Attach a diagram and outline or designate the area to be licensed (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". | | | | |
| 13. 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 <i>None</i> | 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. | | | | |
| 14. 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"/> | | | | |
| Number of additional Optional Premise areas requested. (See license fee chart) _____ | | | | |
| 15. Liquor Licensed Drug Store applicants, answer the following: | | | | |
| (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? <input type="checkbox"/> <input type="checkbox"/> | | | | |
| If "yes" a copy of license must be attached. | | | | |
| 16. 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? _____ | | | | |
| (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"/> | | | | |
| 17. Brew-Pub License or Vintner 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"/> | | | | |
| 18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1) | | | | |
| Last Name of Manager <i>Zimpel</i> | First Name of Manager <i>John</i> | Date of Birth <i>5/10/91</i> | | |
| 18b. 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"/> | | | | |
| Name | Type of License | Account Number | | |
| 19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? <input type="checkbox"/> <input checked="" type="checkbox"/> | | | | |
| If yes, provide an explanation and include copies of any payment agreements. | | | | |

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

| Name | Home Address, City & State | DOB | Position | % Owned |
|------------------|--|--------|-----------------|---------|
| Elizabeth Zimpel | 803 Front Range Rd., Littleton, CO 80120 | 7/9/61 | Managing Member | 100 |
| Name | Home Address, City & State | DOB | Position | % Owned |
| Name | Home Address, City & State | DOB | Position | % Owned |
| Name | Home Address, City & State | DOB | Position | % Owned |
| Name | Home Address, City & State | DOB | Position | % Owned |

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (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 ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

| | | |
|---|--|-----------------|
| Authorized Signature <i>Elizabeth Zimpel</i> | Printed Name and Title Elizabeth Zimpel | Date 11/1/15 |
|---|--|-----------------|

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

| | |
|--|---|
| Date application filed with local authority December 16, 2015 | Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) January 19, 2015 |
|--|---|

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

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

Therefore, this application is approved.

| | | |
|-------------------------------|------------------|--|
| Local Licensing Authority for | Telephone Number | <input type="checkbox"/> Town, City <input type="checkbox"/> County |
| Signature | Print | Title |
| Signature (attest) | Print | Title |
| | | Date |

List of associated liquor licenses:

CC Gaming, LLC dba Johnny Z's Casino, 131 Lawrence Street, Central City, CO 80427. License #14-67790-0000. My interest in the license began on 6/2010 and continues to present. My involvement with the license is a 40% ownership of CC Gaming, LLC.

Bullwhackers Casino, Inc. dba Z's Casino, 101 Gregory Street, Black Hawk, CO 80422. License # 14-46003-0000. My interest in the license began on 7/1/2013 and continues to present. My involvement with the license is a 40% ownership.

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 or Tavern 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 Jan's Tavern, LLC | | Home Phone Number - | Cellular Number 303- | |
| 2. Your Full Name (last, first, middle) Zimpel, Elizabeth, Janvier | | 5. List any other names you have used Henderson, Elizabeth, Janvier | | |
| 4. Mailing address (if different from residence) PO Box 49, Black Hawk, CO 80422 | | Email Address jzimpel@comcast.net | | |
| 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 803 Front Range Road | | Littleton, CO 80120 | | 3/2012 |
| Previous 2493 W. Castilla Avenue | | Littleton, CO 80120 | | 3/2012 |
| 6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary) | | | | |
| Name of Employer or Business | | Address (Street, Number, City, State, Zip) | | Position Held |
| From | | To | | |
| CC Gaming, LLC | | PO Box 49, Blackhawk, CO ⁸⁰⁴²² | | Owner |
| | | | | 6/2010 |
| | | | | present |
| 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 | | | | |
| John S. Zimpel | | Spouse | | 40% owner |
| Charles Henderson | | brother | | 774% owner |
| | | | | CC Gaming, LLC |
| | | | | Bullwhackers Casino, Inc. |
| | | | | CC Gaming, LLC |
| | | | | Bullwhackers Casino, Inc. |
| 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| CC Gaming, LLC liquor license # 14-67790-0000 | | | | |
| Bullwhackers Casino, Inc. liquor license # 14-46003-0000 | | | | |
| 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 _____ b. Social Security Number _____ c. Place of Birth Stamford, Connecticut d. U.S. Citizen Yes No

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

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

l. Height _____ m. Weight _____ n. Hair Color Brown o. Eye Color hazel p. Gender Female q. Race White r. Do you have a current Driver's License/ID? If so, give number and state. Yes No # _____ State Colorado

14. Financial Information.

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

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. \$ 1,000.00

* 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>Cash</u> | | | <u>\$1,000.00</u> |
| | | | |
| | | | |
| | | | |

d. Provide details of the corporate investment described in 14 b. 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 |
|----------------|---------|------|----------|--------|
| <u>None</u> | | | | |
| | | | | |
| | | | | |

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>Elizabeth J. Zimpel</u> | Print Signature <u>Elizabeth J. Zimpel</u> | Title <u>Managing Member</u> | Date <u>10/30/15</u> |
|--|---|---------------------------------|-------------------------|

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 or Tavern 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 Jan's Tavern LLC | Home Phone Number | Cellular Number |
|---|-------------------|-----------------|

| | |
|--|---------------------------------------|
| 2. Your Full Name (last, first, middle) John William Zimpel | 3. List any other names you have used |
|--|---------------------------------------|

| | |
|---|---|
| 4. Mailing address (if different from residence) 803 Front Range Road Littleton CO 80120 | Email Address Jzimpel1@jzscasino.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 12407 West 2nd Place Apt#14-307 | Lakewood, CO, 80228 | 06/01/13 | 11/03/15 |
| Previous 1801 East Girard Street Apt#278 | Englewood, CO, 80113 | 09/01/12 | 06/01/13 |

| 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 |
| CC gaming | P.O. Box 49 Black Hawk, CO, 80422 | MOD | 08/18/11 | 11/03/15 |
| | | | | |
| | | | | |

| 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 |
| Jan Zimpel | Mother | 40% owner | CC gaming LLC |
| John Zimpel | Father | 40% owner | CC gaming LLC |
| Charles Henderson | Uncle | .774% | CC gaming LLC |
| | | | |

| | |
|--|---|
| 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 | | b. Social Security Number | | c. Place of Birth Englewood Colorado | | | 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 | m. Weight | n. Hair Color Brown | o. Eye Color HAZ | p. Gender Male | q. Race White | r. Do you have a current Driver's License/ID? If so, give number and state. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ State <u>Colorado</u> | | |

14. Financial Information.
- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____
- 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. \$ _____
- * 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 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

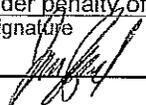
| Type: Cash, Services or Equipment | Loans | Account Type | Bank Name | Amount |
|-----------------------------------|-------|--------------|-----------|--------|
| | | | | |
| | | | | |
| | | | | |

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

| Name of Lender | Address | Term | Security | Amount |
|----------------|---------|------|----------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Oath of Applicant

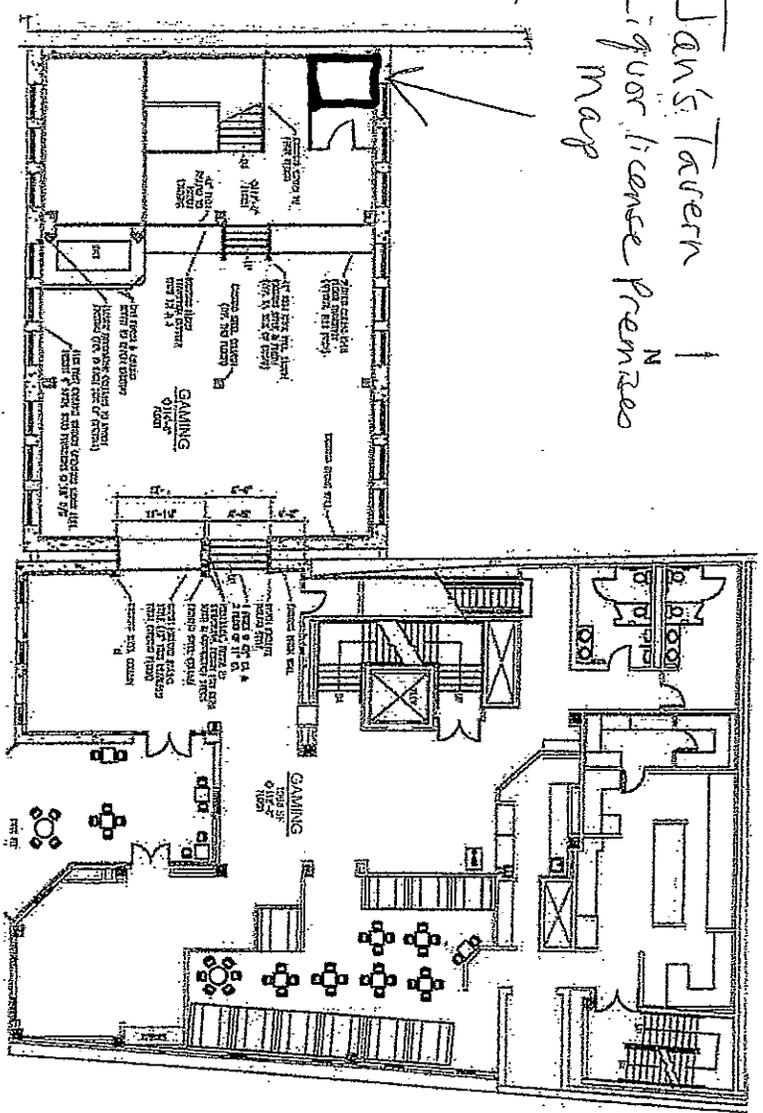
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

| | | | |
|---|--------------------------------|-------|-----------------|
| Authorized Signature  | Print Signature John Zimpel | Title | Date 11-3-15 |
|---|--------------------------------|-------|-----------------|

#5. Additional Residence

803 Front Range Road Littleton, CO, 80120 From 11/3/10 to 9/1/12

JAN'S Tavern
Liquor License Premises
Map



132 Lawrence Street
Central City, CO

2nd level

**NOTICE OF PUBLIC HEARING
CENTRAL CITY LIQUOR AUTHORITY**

Pursuant to the liquor laws of Colorado, Jan's Tavern, LLC dba Jan's Tavern has applied to the licensing officials of Central City for a Tavern Liquor License located at 132 Lawrence Street, Central City, Colorado. Manager of Jan's Tavern, LLC is Elizabeth J. Zimpel. A hearing on the application will be held at City Hall, 141 Nevada Street on Tuesday, January 19, 2016 at 7:00 p.m.

The public is encouraged to attend this hearing and all interested parties will have the opportunity to express their opinions in favor of or in opposition to the application. For additional information, contact the City Clerk's Office at City Hall, 303-582-5251, extension 402.

Reba Bechtel, CMC
City Clerk
City of Central City

Published 1/7/2016 in Weekly Register-Call

**CITY OF CENTRAL CITY
PROMOTIONAL ASSOCIATION/COMMON CONSUMPTION AREA
CERTIFICATION REQUEST**

(June 27, 2012)

| | |
|--|--|
| Promotional Association Name (exactly as it appears on incorporation documentation): <i>Johnny Z's Promotional Association, LLC</i> | |
| Description of Common Consumption Area Boundaries: <i>34 square feet on the second level of 132 Lawrence Street, Northwest Corner</i> | |
| Mailing Address of Promotional Association: <i>PO Box 49, Black Hawk, CO 80422</i> | |
| Primary Contact: <i>Dodd Hanneman</i> | |
| Primary Contact Phone Number: <i>303-582-5623</i> | Primary Contact E-mail Address: <i>dhanneman@jzs casino.com</i> |

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$500 for Initial Application Fee + \$150 License Fee; OR
- \$125 for Annual Renewal Fee + \$150 License Fee AND
- \$100 for Promotional Association Certification or \$50 for Re-certification
- Exhibit A* **Written Security Plan** (include evidence of training and approval of personnel as required under Section 6-207 of the Central City Municipal Code, a detailed description of security arrangements, and the planned location of security personnel within the proposed Common Consumption Area during operating hours)
- Exhibit B* **Certification or documentation for security personnel and sellers/servers completing required Responsible Vendor Training**
- Exhibit C* **Articles of Incorporation**
- Exhibit D* **Bylaws and Officer/Director Listing** (shall include one member of each licensed premises and represent at least two licensed establishments)
- Exhibit E* **Attached Licensed Establishment Listing** (State License number, violation history for preceding two-year period, and any operational agreements)
- Exhibit F* **Detailed diagram of proposed Common Consumption Area, 8 1/2 x 11** (location and description of physical barriers, entrances and exits, location of attached licensed establishments, and identification of licensed establishments that are adjacent but not attached to the proposed Common Consumption Area)
- Exhibit G* **Possessory Document for use of the area proposed as Common Consumption Area** (lease or the Documentation evidencing legal authorization for use of Common Consumption Area)
- Exhibit H* **Proof of Insurance of General Liability and Liquor Liability** (naming the City of Central as an additional insured in a minimum amount of \$1,000,000)

Promotional Association/ Common Consumption Area General Guidelines:

- ✓The size of Common Consumption Area is to be contained wholly within an Entertainment District which has been defined by Central City Municipal Code;
- ✓Common Consumption Areas are to be clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
- ✓Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the vendor in at least 24 point font type;
- ✓The neighborhood will be set by the City Clerk's Office within three to five days from the date of Promotional Association/Common Consumption Area request submittal and will be defined as a ½ mile-radius from the site proposed to be used as a Common Consumption Area;
- ✓Proof of Needs and Desires of the Neighborhood is required as evidenced by petitions, written testimony, verbal testimony at the public hearing, letters of support, etc., and shall be submitted at least eight days prior to the scheduled public hearing. If a petition is chosen as one method of proving the neighborhood needs and desires, the applicant must use petitions provided by the City Clerk's Office;
- ✓Revisions and amendments to this original application for Common Consumption Area Designation shall be reported to the Central City Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- ✓Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association, the name of the representative from the licensed establishment that will be serving on the Board of Directors, and an amended map depicting the licensed establishments that are adjacent to but not attached to the Common Consumption Area;
- ✓The Central City Liquor Licensing Authority shall consider the merits of the application for a Promotional Association of a Common Consumption Area and may refuse to certify or may decertify a Promotional Association if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Central City Liquor Licensing Authority and names the City as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations
- ✓Application for Recertification of a Promotional Association must be made by January 31st of each year

The Common Consumption Area will be open and operational on the following days and hours:

| | Mondays | Tuesdays | Wednesdays | Thursdays | Fridays | Saturdays | Sundays |
|-----------|----------|----------|------------|-----------|----------|-----------|----------|
| January | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| February | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| March | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| April | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| May | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| June | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| July | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| August | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| September | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| October | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| November | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |
| December | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours | 24 Hours |

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages.

Elizabeth Spigel
Authorized Signature

Managing Member
Title

12/14/15
Date

Report and Approval of the Local Liquor Licensing Authority

Ronald E. Engels, Mayor

City Clerk

Date

Date

Johnny Z's Promotional Association Reasonable Requirements and Needs Assessment

Johnny Z's Casino has a significant reduction in its casino play after 2 am when liquor can no longer be served. The majority of our guests that play at our casino in the late night hours request that we increase our liquor service hours. If we are able to do this, we should be able to extend the visit of our guests that are present at 2 AM. Currently, other casinos in the area are able to serve liquor after 2 AM which puts Johnny Z's Casino at a disadvantage. Our promotional association participants intend to market this guest benefit aggressively in the general market which should lend itself to more traffic from new and returning guests.



DILL DILL CARR STONBRAKER & HUTCHINGS, P.C.
ATTORNEYS AT LAW

455 Sherman Street, Suite 300
Denver, Colorado 80203
Phone: 303-777-3737
Fax: 303-777-3823
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Christopher W. Carr*
Daniel W. Carr
John J. Coates
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H. Alan Dill
Robert A. Dill
Thomas M. Dunn
John A. Hutchings
Stephen M. Lee
Fay M. Matsukage**
Adam P. Stapen
Jon Stonbraker
Craig Stoner
Frank W. Suyat
Patrick D. Tooley
* Also licensed in Washington
**Also licensed in Nevada

Of Counsel:
Arthur H. Bosworth, II

December 11, 2015

Via email: kheider@cityofcentral.co

City of Central City
ATTN: Board of Aldermen
c/o City Council

RE: *Needs and Desires for a Promotional Association Including a Common Consumption Area with Respect to Johnny Z's Promotional Association, LLC and Z's Promotional Association, LLC*

Dear Board:

The needs and desires of Central City residents and business owners and managers indicate that there is a need and a desire for this type of license. The license would be used to facilitate additional business by expanding the business hours of the liquor license once it is issued by the city and serve the community as it relates to flexible hours of operation of the liquor licensed entity. Many other casinos have elected to apply for and obtain a new liquor license in conjunction with a promotional association to allow its patrons to use the facilities at hours which previously were prohibited. It is not anticipated that there will be any objections whatsoever from surrounding business owners, managers or residents for this plan and the city will benefit by the payment of additional tax revenues associated with the operation of the licensed entity.

Sincerely yours,

/s/ Robert A. Dill, electronically signed.

Robert A. Dill
RAD/mo

EXHIBIT A

Johnny Z's Casino and Jan's Tavern Security Plan

Pending approval, Johnny Z's Promotional Association will open a common consumption area between the hours of 2 am and 8 am, seven days a week.

During the hours of 2 am – 8 am, the following additional security measures will be in effect:

1. Additional cameras will be installed to monitor common consumption area.
2. Additional signage will be added to doors to ensure alcohol does not leave licensed premises.
3. Security staff will incorporate the Common Consumption area into their floor sweeps at least 2 times per hour.
 - While there is no security personnel stationed in the common consumption area, surveillance will be monitoring for any guest activity.
 - All casino employees will monitor that any alcohol served from one licensee is not brought on to the other property.
4. All liquor from each establishment in the common consumption area will be in clearly identifiable plastic cups with licensee logo.

EXHIBIT B

Attached please find our TIPS trained supervisor's certification card. All employees are either TIPS trained, or are in the process of being trained. John Zimpel does the TIPS training for the CC Gaming, LLC liquor license and will do the training for Jan's Tavern, LLC.

I've also attached a screen shot which shows that this is an on-going program.

TIPS PERSONAL TRAINING PORTAL
 CERTIFICATION MANAGER®

Main Menu Log Out Home

Trainer: John Zimpel (60768)

Show 10 entries

Copy Print PDF

Search:

| Part # | Session # | First Name | Last Name | Pass/Fail | City | State | Organization |
|-------------------|----------------------|------------|-----------|------------|--------------|-------|-------------------|
| 4140533 Gaming | 339885 11/23/2015 | EIGOR | MALDONADO | Y (93%) | Blackhawk | CO | Johnny Z's Casino |
| 4140534 Gaming | 339885 11/23/2015 | JEFFREY C | STUTZ | Y (93%) | Blackhawk | CO | Johnny Z's Casino |
| 4140535 Gaming | 339885 11/23/2015 | PAUL A | MONTOUR | Y (90%) | Blackhawk | CO | Johnny Z's Casino |
| 4140536 Gaming | 339885 11/23/2015 | NATALIE R | PERINS | Y (93%) | Fort Collins | CO | Johnny Z's Casino |
| 4140537 Gaming | 339885 11/23/2015 | THOMAS P | LARSON | Y (87%) | Aurora | CO | Johnny Z's Casino |
| 4140538 Gaming | 339885 11/23/2015 | THAN C | MUNZKE | Y (93%) | Blackhawk | CO | Johnny Z's Casino |
| 4140539 Gaming | 339885 11/23/2015 | RAIME L | GARCIA | Y (80%) | Denver | CO | Johnny Z's Casino |
| 4140540 Gaming | 339885 11/23/2015 | BRIAN J | BURCH | Y (90%) | Blackhawk | CO | Johnny Z's Casino |
| 4140541 Gaming | 339885 11/23/2015 | JOHN H | ELLSWORTH | Y (83%) | Blackhawk | CO | Johnny Z's Casino |

Total of 9 participation records to show (1 to 9) First Previous Next Last

TIPS

Issued: 5/21/2015 Expires: 6/1/2016
 ID#: 60768 Trainer Year: 01

John W Zimpel
 Po Box 49 101 Gregory St
 Black Hawk, CO 80422-0049

Trainer Certification Card

Dill Dill Carr Stonbraker&Hutchings

(Street name and number or Post Office Box information)

455 Sherman St, Ste 300

Denver

(City)

CO

(State)

80203

(Postal/Zip Code)

United States

(Country – if not US)

(Province – if applicable)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form 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. Questions should be addressed to the user's attorney.



Colorado Secretary of State
 Date and Time: 12/09/2015 02:04 PM
 ID Number: 20151787970
 Document number: 20151787970
 Amount Paid: \$50.00

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 § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

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

Central Johnny Z's, 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

132 Lawrence Street

(Street number and name)

Central City

(City)

CO

(State)

80427

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

PO Box 49

(Street number and name or Post Office Box information)

Black Hawk

(City)

CO

(State)

80422

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

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

Name

(if an individual)

Dill

(Last)

Robert

(First)

A.

(Middle)

(Suffix)

or

(if an entity)

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

Street address

Dill Dill Carr Stonbraker&Hutchings

(Street number and name)

455 Sherman St Ste 300

Denver

(City)

CO

(State)

80203

(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) Zimpel Jan _____
(Last) (First) (Middle) (Suffix)

or

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

Mailing address PO Box 49
(Street number and name or Post Office Box information)

BLACK HAWK CO 80422
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

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

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

| | | | |
|--|--------------------------|----------------------------------|-------------------------|
| Overton | Michele | | |
| <small>(Last)</small> | <small>(First)</small> | <small>(Middle)</small> | <small>(Suffix)</small> |
| Dill Dill Carr Stonbraker&Hutchings | | | |
| <small>(Street number and name or Post Office Box information)</small> | | | |
| 455 Sherman St, Ste 300 | | | |
| Denver | CO | 80203 | |
| <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).

Exhibit D

Johnny Z's Promotional Association, LLC Members

Elizabeth Zimpel, Managing Member of Johnny Z's Promotional Association, LLC.
Elizabeth Zimpel represents Jan's Tavern.

John Zimpel, Member of Johnny Z's Promotional Association, LLC. John Zimpel
represents Bullwhackers Casino Inc.

Exhibit D

OPERATING AGREEMENT

JOHNNY Z's PROMOTIONAL ASSOCIATION, LLC
A COLORADO LIMITED LIABILITY COMPANY
(A Promotional Association Formed Pursuant to 12-47-301 C.R.S.)

Dated: December 10, 2015
Effective: December 10, 2015

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(A Promotional Association Formed Pursuant to 12-47-301 C.R.S.)

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OPERATING AGREEMENT

**JOHNNY Z's PROMOTIONAL ASSOCIATION, LLC,
A COLORADO LIMITED LIABILITY COMPANY
(A Promotional Association Formed Pursuant to 12-47-301 C.R.S.)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between **JOHNNY Z's PROMOTIONAL ASSOCIATION, LLC**, a Colorado limited liability company (the "Company") and those persons listed in Article II below, hereinafter referred to as "Members."

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

I.

FORMATION OF COMPANY

1.1. Articles of Organization. This Company is organized pursuant to the provisions of the Limited liability company Laws of the State of Colorado and pursuant to Articles of Organization filed with the Secretary of State on December 10, 2015. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and this Operating Agreement.

1.2. Conflict Between Articles of Organization And This Agreement. If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control.

1.3. Purpose. The Purpose of this Promotional Association is to promote entertainment activities in a Common Consumption Area in the City of Central City and within the Entertainment District. The Promotional Association will provide, in addition to articles of organization and an operating agreement identifying the Members of the Promotional Association, the following information: a) A detailed map of the proposed Common Consumption Area including the size of the Common Consumption Area; b) A Security Plan identifying the location of various security personnel; c) The dates and hours of operation of the Common Consumption Area; d) Documentation showing possession of the area to be used for common consumption by the Promotional Association; e) A list of attached liquor licensees forming the Promotional Association; f) Proof of general and liquor liability insurance, naming the City of Central City as an additional insured; and g)

Documentation concerning the reasonable requirements of the neighborhood and desires of the inhabitants for the Promotional Association Common Consumption Area.

II.

CAPITAL CONTRIBUTIONS

2.1. Contributions. The capital contributions to be made by the Members and with which the Company shall begin business, and the membership certificates to be issued are as follows:

| <u>MEMBER NAME</u> | <u>CONTRIBUTION</u> | <u>UNIT OR PERCENTAGE</u> |
|--------------------|---------------------|---------------------------|
| Elizabeth Zimpel | \$50.00 | 50% |
| John Zimpel | \$50.00 | 50% |

2.2. Additional Capital Contributions. In the event that the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Manager, the Members may make additional capital contributions, in the proportion of their capital contributions. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be determined by the Manager.

2.3. Loans. In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Manager, borrow money from one or any of the Managers, Members, or third persons. In the event that a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Manager, including the Manager making said loan, if applicable, and said loan shall be repaid to the Manager or Member, with all accrued interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

III.

MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS

3.1. Capital Accounts. A separate capital account shall be maintained for each Member. The capital accounts of each Member shall initially reflect the amounts specified in Section 2.1., and, if a Member has merely promised to contribute the amount specified in Section 2.1., the Company shall maintain a corresponding subscription receivable on behalf of that Member. No Member shall withdraw any part of his or her capital account, except upon the approval of all of the Members. If the capital account of a Member becomes impaired, or if he or she withdraws said capital account with approval of all of the Members, his or her share of subsequent Company profits shall be credited first to his or her capital account until that account has been restored, before such profits are credited to his or her income account. If, during the period when a Member's capital account is impaired or he or she has withdrawn funds therefrom as hereinbefore provided, an additional contribution is required of the Members for the purposes specified in Section 2.2., then the Member with such withdrawn or impaired capital account shall be required to contribute his or her proportionate share of the additional capital contribution and the deficiency then existing in his or her capital account, so as to return the capital account to the same proportion existing as of the date of the additional contribution. No interest shall be paid on any capital contributions to the Company.

3.2. Income Accounts. A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his or her income account, in which event losses shall be charged to his or her capital account, except as provided in Section 3.1. The profits, losses, gains, deductions, and credits of the Company shall be distributed or charged to the Members as provided in Section 3.3. No interest shall be paid on any credit balance in an income account.

3.3. Allocations Among Members. The profits and gains of the Company shall be divided and the losses, deductions, and credits of the Company shall be borne in the following proportions:

| <u>MEMBER</u> | <u>PROFIT AND LOSS PERCENTAGE</u> |
|------------------|-----------------------------------|
| Elizabeth Zimpel | 50% |
| John Zimpel | 50% |

3.4. Disproportionate Capital Accounts. No interest or allocation profits, losses, gains, deductions, or credits shall inure to any Member by reason of his or her capital account being proportionately in excess of the capital accounts of the other Members.

3.5. Distribution of Assets.

A. All distributions of assets of the Company, including cash, shall be made in the same allocations among Members as described in Section 3.3.

B. The Manager shall determine, in his discretion, whether distributions of assets of the Company should be made to the Members; provided, however, that no distribution of assets may be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

C. A Member has no right to demand or receive any distribution from the Company in any form other than cash.

IV.

RULES RELATING TO THE MEMBERS

4.1. Admission Of New Members. Additional Members may be admitted only upon the unanimous written consent of all Members.

4.2. Voting Of Members. Members shall have the number of votes based on their relative ownership in the Company. By way of illustration, if a Member owns 33% of the outstanding membership interest, he shall be entitled to 33% of the votes on any issue. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a majority vote of the Members at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

4.3. Meetings Of Members.

A. Meetings of Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Manager or the person or persons calling the meeting.

B. An annual meeting of the Members shall be held at such time and place as shall be determined by a resolution of the Managers during each fiscal year of the Company.

C. A special meeting of the Members may be called by the Managers and by at least one-third (1/3) of all the Members entitled to vote at the meeting.

D. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

E. By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

4.4. Quorum And Adjournment. A majority of the Members entitled to vote shall constitute a quorum at a meeting of Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

V.

RULES RELATING TO MANAGERS

5.1. General Powers. Management and the conduct of the business of the Company shall be vested in the Manager. The Manager may adopt resolutions to govern his activities and the manner in which they shall perform his duties to the Company.

5.2. Qualifications of Managers. Managers shall be natural persons twenty-one (21) years of age or older.

5.3. Number, Election, And Term.

A. The number of Managers shall be one (1). The number of Managers shall be increased or decreased by the vote or consent of the Members.

B. The initial Manager shall hold office until the first annual meeting of Members or until his successors have been elected and qualified. Thereafter, each Manager elected by the Members shall hold office for a one (1) year term or until his or her successor has been elected and qualified.

C. Manager shall be elected by a vote or consent of the Members at an annual meeting or at a special meeting called for that purpose.

5.4. Meetings And Voting.

A. Meetings of the Manager may be held at such time and place as the Managers by resolution shall determine.

B. Written notice of meetings of the Manager shall be delivered at least twenty-four (24) hours before the meeting personally, by telecopier, or by mail actually delivered to the Manager within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Manager before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

C. By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

5.5. Duties of Manager.

A. The Manager shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

B. The Manager shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

C. Any debt contracted for or liability incurred by the Company shall be authorized only by a resolution or consent of the Members, and any instruments or documents, required to be executed by the Company shall be signed by the Manager as designated by resolution of the Members.

D. The Manager may delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions affecting the policy and management of the Company, including the control, employment, compensation, and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the

improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Manager.

E. Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

5.6. Devotion To Duty. At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the said Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit, and advantage of said Company; and shall truly and diligently pursue the Company objectives.

5.7. Indemnification. Managers, employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability Company Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee, or agent.

VI.

BOOKS

6.1. Location Of Records. The books of the Company shall be maintained at the principal office of the Company or at such other place as the Managers by vote or consent shall designate.

6.2. Access To Records And Accounting. Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

A. To obtain from the Managers upon reasonable demand for any purpose such information reasonably related to any Member's membership interest in the Company;

B. To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

C. To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company; and

D. To have a formal accounting of the Company's affairs whenever circumstances render an accounting just and reasonable.

6.3. Accounting Rules. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Managers, it shall be made as of the closing date. The Managers may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant.

VII.

DISSOLUTION

7.1. Causes Of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- A. At any time by unanimous agreement of the Members; or
- B. Upon the occurrence of events or time specified for dissolution in the Articles of Organization, if any.

7.2. Continuation Of Business. Notwithstanding a dissolution of the Company under Section 7.1., the Members may elect to continue the business of the Company, so long as there are at least two (2) Members remaining who then consent to do so, by purchasing the Member's ("Withdrawn Member") membership interest, who will not continue in business.

7.3 Events Relating to Members. The withdrawal, death, expulsion, bankruptcy, retirement or resignation of a Member shall not cause a dissolution of the Company, and notwithstanding any such event, the remaining Members may purchase the deceased, retired, resigned, expelled or bankrupt Members' membership interest pursuant to the terms of this Agreement.

VIII.

WITHDRAWAL OR EXPULSION OF A MEMBER

8.1. Purchase Of Withdrawn or Expelled Member's membership interest.

A. The purchase price of the Withdrawn Member's membership interest shall be equal to the Withdrawn Member's capital account as of the Effective Date as otherwise defined herein, plus his or her income account as of the end of the prior fiscal

year, decreased by his or her share of the Company losses, deductions, and credits computed to the Effective Date, and decreased by withdrawals such as would have been charged to his or her income account during the present year to the Effective Date. The purchase price is subject to setoff for any damages incurred as the result of the Withdrawn Member's actions.

B. The purchase price determined under Article VIII shall be paid to the Withdrawn Member by a down payment of twenty percent (20%) of the price, the remaining eighty (80%) to be amortized over four (4) years at ten percent (10%) simple interest, with equal quarterly payments throughout the term thereof.

8.2. Distribution Of Assets If Business Is Not Continued. In the event of dissolution of the Company and if the Members do not elect to or are unable to continue the business of the Company, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

A. Any liabilities and liquidating expenses of the Company will first be paid, including loans from Members;

B. The reasonable compensation and expenses of the Managers in liquidation shall be paid; and

C. The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

8.3. Causes Of Expulsion. A Member shall be expelled from the Company upon the occurrence of any of the following events:

A. If a Member shall violate any of the provisions of this Agreement; or

B. If a Member's membership interest shall be subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Manager of the Company within (30) days after assessment or attachment

8.4. Notice Of Expulsion. Upon the occurrence of an event described above, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his or her last known place of residence, as shown on the books of said Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered

expelled, and shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled as otherwise set forth herein.

IX.

BANKRUPTCY OF A MEMBER

9.1. Bankruptcy Defined. A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within ninety [90] days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

9.2. Effective Date For Bankruptcy. The Effective Date of a Member's bankruptcy shall be the date that a Manager, having learned of the Member's bankruptcy, gives notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall be subject to expulsion as set forth herein above.

X.

RETIREMENT OR RESIGNATION OF A MEMBER

10.1. Right To Retire Or Resign. A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) month's written notice to the Company at the Company's place of business.

10.2. Consequences Of Retirement Or Resignation If The Business Is Continued. Upon giving notice of any intention to retire or resign, the Withdrawn Member shall be entitled to have his or her membership interest purchased as provided in Article VIII. if the remaining Members elect to continue the business of the Company under Article VIII. Upon the receipt of notice of the remaining Members' election to continue the business, the membership interest of the Withdrawn Member in the Company shall cease and terminate, and the Withdrawn Member shall only be entitled to the payments provided in Section 8.1., but only to the extent the Company has such funds available.

10.3. Consequences Of Retirement Or Resignation If The Business Is Not Continued. If the remaining Members elect not to continue the business upon retirement or resignation of a Member, or are unable to do so by law, the Withdrawn Member shall only

be entitled to his or her interest in liquidation, as stated in this Agreement, subject to any setoff for damages caused by the Member's retirement or resignation.

XI.

DEATH OF A MEMBER

11.1. Death of A Member. Upon the death of a Member, the deceased Member's rights as Member of the Company shall cease and terminate except as provided in this Article XI.

11.2. Consequences of Death if Business is Continued. If the surviving Members elect to continue the business, the Manager shall serve notice in writing of such election, within three (3) months after the death of the deceased Member, upon the executor or administrator of the deceased Member, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the deceased Member at the last known address of such heir. The Company shall purchase the membership interest of the deceased Member as provided in Article VIII, and the closing of such purchase shall be within thirty (30) days of the notice of such election, except in the event the Company has life insurance on the deceased Member, in which event the amount and method of payment for the membership interest of the deceased Member will be as provided in Section 11.3.

11.3. Insurance. The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's membership interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the membership interest of the deceased Member. The purchase price shall be the greater of the amount determined under Article VIII or the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance proceeds by the Company. If the surviving Members do not elect to continue the business of the Company, or are unable to do so by law, the proceeds of any life insurance shall be treated as an asset of the Company for liquidation.

11.4. Consequences Of Death If The Business Is Not Continued. If the surviving Members do not elect to continue the business, or are unable to do so by law, the deceased Member shall only be entitled to his or her interest in liquidation as stated in hereinabove.

XII.

SALE OF A MEMBER'S INTEREST

12.1. Provisions Restricting Sale of Membership Interests. In the event that a Member desires to sell, assign, or otherwise transfer his or her membership interest in the Company and has obtained a bona fide offer for the sale thereof made by some person not a member of this Company, he or she shall first offer to sell, assign, or otherwise transfer the membership interest to the other Members at the price and on the same terms as previously offered him or her, and each of the other Members shall have the right to purchase his or her proportionate share of the selling Member's membership interest. If any Member does not desire to purchase the membership interest on such terms or at such price and the entire membership interest is not purchased by the other Members, any other Member may purchase all or any part of the membership interest, and the selling Member may only then sell, assign, or otherwise transfer his or her entire membership interest in the Company to the person making the said offer at the price offered. The intent of this provision is to require that the entire membership interest of a Member to be held by original Members, to the extent possible. A purchaser of a membership interest of the Company shall not become a Member without the unanimous consent of the non-selling Members, but shall be entitled only to receive the share of profits, gains, losses, deductions, credits, and distributions to which the Selling Member would be entitled. In this event, the purchaser of the membership interest shall not be entitled to participate in voting or any other management function reserved to the Members of the Company.

XIII.

MEMBERS' COVENANTS

13.1. Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2. Alienation Of Membership Interest. No Member shall, except as provided in Article XII, sell, assign, mortgage, or otherwise encumber his or her membership interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

XIV.

ARBITRATION

14.1. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration, including attorneys' fees, shall be paid by the loser. If one Member notifies the other Member in writing of a dispute, claim, or controversy and requests that the same be arbitrated, no legal action may then be commenced thereon, except to obtain judgment on the arbitration award.

XV.

MISCELLANEOUS PROVISIONS

15.1. Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

15.2. Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the unanimous vote or consent of its Managers, and the Members.

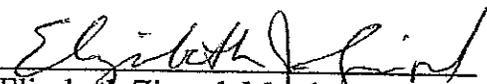
15.3. Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

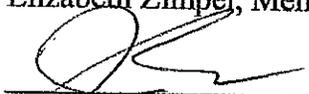
15.4. Governing Law. This Agreement and its terms are to be construed according to the laws of the State of Colorado.

15.5. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day first written above.

MEMBERS:


Elizabeth Zimpel, Member


John Zimpel, Member

**JOHNNY Z's PROMOTIONAL
ASSOCIATION, LLC,**
A Colorado Limited Liability Company

By: 
Title: Managing Member
Date: 12/10/15

EXHIBIT E

The two liquor licenses associated with Johnny Z's Promotional Association, LLC are:

1. CC Gaming, LLC, license number 14-67790-0000. There have been no liquor violations associated with this license.
2. Jan's Tavern, LLC. This license is pending approval and will be provided if and when that approval is granted. This application in its entirety is based upon the approval of Jan's Tavern application.
3. Attached are the operating agreements between the two entities.

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214**

**CC GAMING LLC
dba JOHNNY Z'S CASINO
132 LAWRENCE ST
CENTRAL CITY CO 80427**

ALCOHOL BEVERAGE LICENSE

| | |
|---|--|
| Liquor License Number 25552520000 | License Expires at Midnight April 19, 2016 |
| License Type HOTEL & RESTAURANT (CITY) | |
| Authorized Beverages MALT, VINOUS, AND SPIRITUOUS | |

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 3/6/2015 AMC



Division Director



Executive Director

OPERATING AGREEMENT
OF
JAN'S TAVERN, LLC,
A COLORADO LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is made among the Members of Jan's Tavern, LLC, a Colorado limited liability company (the "Company"), who have signed this Agreement. In consideration of the premises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's net profits, net losses and distributions of the Company's assets pursuant to this Agreement and the Colorado Limited Liability Company 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.

1.2 "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

1.3 "Member" shall mean each person executing Agreement, and any other person or entity who may subsequently be designated as a Member of this Company pursuant to the terms of this Agreement.

1.4 "Membership Interest" shall mean the share of profits and losses, gains, deductions, credits, cash, assets, and other distributions of a Member.

1.5 "Membership Rights" shall mean the rights of the Member, which are comprised of the Member's Membership Interest and his or her rights to participate in the management of the Company.

1.6 "Unit" shall mean a share of outstanding Membership Interests of the Company.

ARTICLE 2 – GENERAL

2.1 Articles of Organization. The Articles of Organization of the Company filed with the Secretary of State of the State of Colorado are hereby adopted and incorporated by reference in this Agreement. In the event of any inconsistency between the Articles of Organization and this Agreement, the terms of the Articles of Organization shall govern and control.

2.2 **Term.** The term of this Operating Agreement shall be co-terminus with the period of duration of the Company. This Operating Agreement shall terminate upon the voluntary or involuntary dissolution of the Company or the expiration of its term as provided in the Articles of Organization.

2.3 **Principal Office.** The principal office of the Company in the State of Colorado shall be designated by the officers from time to time. The Company may have such other offices, either within or without the State of Colorado, as the Members may designate or as the business of the Company may from time to time require.

ARTICLE 3 – CONTRIBUTIONS AND UNITS

3.1 **Form of Contribution.** The contribution of a Member may be in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to perform services.

3.2 **Initial Contributions and Units.** Each initial Member shall make an initial contribution ("Initial Contribution") to the Company as set forth in **Exhibit A** attached hereto and incorporated herein by this reference and be issued the number of Units specified in said **Exhibit A**.

3.3 **Liability for Contributions.** Each Member is obligated to the Company to contribute cash or property or to perform services, even if he or she is unable to perform because of death, disability, or any other reason, pursuant to the Members' promises contained in this Operating Agreement. If a Member fails to make the Initial Contribution required by his or her Subscription Agreement and this Operating Agreement, the Member is obligated, at the option of the Company, to contribute cash equal to that portion of the value of such contribution that has not been made.

3.4 **Certificates.** The Company may issue Units with or without certificates. The fact that the Units are not represented by certificates shall have no effect on the rights and obligations of Members. If the Units are represented by certificates, such Units shall be represented by consecutively numbered certificates signed, either manually or by facsimile, in the name of the Company by one or more persons designated by the Members.

ARTICLE 4 – PROFITS, LOSSES AND DISTRIBUTIONS

4.1 **Allocation of Profits and Losses.** The percentages of Membership Rights and Membership Interest of each of the Members in the Company shall be proportionate to the number of Units then owned by each Member, as further set forth on **Exhibit A** attached hereto and incorporated herein by this reference.

4.2 **Allocation of Taxable Items.** Except as otherwise provided herein, for purposes of Sections 702 and 704 of the Internal Revenue Code, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of

each Member's distributive share of all items of income, gain, loss, deduction, credit or allowance of the Company for any period or a year shall be made in accordance with, and in proportion to, such Member's percentage of Membership Interest in the Company as it may then exist.

4.3 Cash. The net cash from operations of the Company shall be distributed at such times as may be determined by the Member(s) in accordance with this Agreement among the Members in proportion to their then respective percentages of Units.

4.4 Other Assets. In addition to distributions made pursuant to this Article, upon any sale, transfer or disposition of any capital assets of the Company (hereinafter, "disposition"), the proceeds of such disposition shall first be applied to the payment or repayment of any sale or other expenses incurred in connection with the disposition immediately prior thereto. All proceeds remaining thereafter (the "Net Proceeds") shall be retained by the Company or shall be distributed to the Members in proportion to their respective percentages of Units; provided, however, that for purposes of Sections 702 and 704 of the Internal Revenue Code of 1986 or the corresponding provisions of any future federal internal revenue law, or any similar state law, each Member's distributive share of all items of income, gain, loss, deduction, credit or allowance in respect to any such disposition shall be made and based upon such Member's basis in such capital asset.

4.5 Distributions in Kind. A Member, regardless of the nature of his or her contribution, has no right to demand and receive any distribution from the Company in any form other than cash. However, a Member shall be required and compelled to accept the distribution of any asset in kind from the Company, as determined from time to time by the Member(s) in accordance with this Agreement based upon the Member's percentage of Membership Interest.

4.6 Right to Distributions. At the time a Member becomes entitled to receive a distribution as provided in this Operating Agreement, he or she has the status of and is entitled to all remedies available to a creditor of the Company with respect to such distribution.

4.7 Limitations on Distributions. A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Membership Interests, would exceed the fair value of the Company's assets.

ARTICLE 5 – MEMBERS AND VOTING

5.1 Original Members. The original Members of the Company shall be those persons who are signatories to this Operating Agreement.

5.2 Admission of New Members. Upon the filing of the Company's Articles of Organization, a person may be admitted as an additional Member only upon the written consent of all Members. No transferee of any Units shall be entitled to vote at any meeting of Members or otherwise participate in the management of the Company unless such transferee and transfer obtained the unanimous written consent of all the Members.

5.3 Annual Meeting. There shall not be any scheduled annual meetings of the Members.

5.4 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member.

5.5 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Member(s) or any person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid.

5.6 Waiver of Notice. When any notice is required to be given to any Member of the Company under the provisions of this Operating Agreement or Articles of Organization, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

5.7 Quorum. At any meeting of the Members, a majority of the Members entitled to vote shall constitute a quorum. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned without further notice for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

5.8 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Member(s) of the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy.

5.9 Manner of Acting.

5.9.1 Procedure. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a higher percentage is otherwise required under applicable law, pursuant to the Articles of Organization, or pursuant to any other provision of these Bylaws. Each Member entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Members.

5.9.2 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 his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by 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.

5.9.3 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 the action is evidenced by one or more written consents describing the action taken, signed by each member entitled to vote. Such action shall be effective when all Members entitled to vote have signed the consent.

5.10 Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone, computer or similar communication if all persons participating can hear one another for the discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE 6 - MANAGEMENT

6.1 General Powers/Number. The business and affairs of the Company shall be managed by the Members.

6.2 Duties of Members. A Member of the Company shall perform his or her duties as a Member, including his or her duties as a member of any committee upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Member(s) shall be responsible for the general overall supervision of the business and affairs of the Company. The Member(s) (or any one of them) may sign, on behalf of the Company, deeds, mortgages, bonds, contracts or other instruments on behalf of the Company, except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by statute to some other officer or agent of the Company; and, in general, he or she (they) shall perform all duties as may be prescribed by the Members from time to time. The specific authority and responsibility of the Member(s) shall also include the following:

- (a) The Member(s) shall effectuate this Agreement and the resolutions and decisions of the Members.
- (b) The Member(s) shall direct and supervise the operations of the Company.
- (c) The Member(s), within such parameters as may be set by the Members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company.
- (d) The Member(s), within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

(e) The Member(s) shall keep records of all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

In performing his or her duties, a Member shall be entitled to rely on information, opinions, reports or statements of the following persons or groups unless he has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) One or more employees or other agents of the Company whom the Member(s) reasonably believes to be reliable and competent in the matter presented;

(b) Any attorneys, public accountants, or other person as to matters which the Member(s) reasonably believes in such person's professional or expert competence; or

(c) A committee upon which he does not serve, duly designated in accordance with a provision of the Articles of Organization or the Operating Agreement, as to matters within its designated authority, which committee the Member(s) reasonably believes to be competent.

6.3 Authority of Members. Each Member is an agent of the Company for the purpose of its business, and the act of every Member, including the execution in the Company name of any instrument for apparently carrying on, in the usual way, the business of the Company binds the Company unless such act is in contravention of the Articles of Organization or the Operating Agreement or unless the Member(s) so acting otherwise lacks the ability to act for the Company and the person with whom he is dealing has knowledge of the fact that he has no such authority. A Member shall have no authority to do any act in contravention of either the Articles of Organization or the Operating Agreement.

6.4 Delegation of Duties to Officers. The Members delegate any management duties to officers or other employees, subject to the supervision of the Members. The Members may designate additional officers, including, without limitation, President, Vice President, Secretary, Treasurer, Director of Marketing, and/or Director of Operations. One person may hold two or more offices.

6.5 Election and Tenure. Officers of the Company shall be elected annually by the Members at the annual meeting. Each Member or officer shall hold office from the date of his or her election until the next annual meeting and until his or her successor shall have been elected, unless he or she shall sooner resign or be removed.

6.6 Resignations and Removal. Any officer may resign at any time by giving written notice to the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time by the unanimous consent of the Members with or without cause.

ARTICLE 7 - FISCAL MATTERS BOOKS AND RECORDS

7.1 **Fiscal Year.** The fiscal year of the Company shall begin on the first day of January and end on the last day of December of each year, unless otherwise determined by the Members.

7.2 **Deposits.** All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Members may select.

7.3 **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Member(s).

7.4 **Loans.** No loans shall be contracted on behalf of the Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

7.5 **Contracts.** The Members may authorize any Member or agent of the Company, in addition to the Member(s), to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

7.6 **Books and Records.** The books and records of the Company as specified in Section 7-80-411 of the Colorado Limited Liability Company Act (the "Act"), shall be kept at the principal office of the Company or at such other places, within or without the State of Colorado, as the Members shall from time to time determine.

7.7 **Right of Inspection.** Upon reasonable request, any Member of record shall have the right to examine during ordinary business hours the books and records of account and minutes and records of the Company, and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member, the Company shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

7.8 **Financial Records.** All financial records shall be maintained open to reasonable inspection by Members and their advisors.

ARTICLE 8 – TRANSFER OF UNITS AND RIGHT OF REFUSAL

Except as otherwise specifically provided in this Agreement, no Member shall sell, hypothecate, pledge, assign, or otherwise transfer, with or without consideration, any part or all of his or her Units to any other person or entity.

ARTICLE 9 - MISCELLANEOUS

9.1 Amendment. This Agreement may only be altered, amended, restated, or repealed, and a new Agreement may be adopted, by unanimous action of all of the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

9.2 Confidentiality. The conduct and operation of the Company, as well as the relationship of the Company (including management) to its Members and the relationship between the Members involved in the matters are private and confidential. Under no circumstances are Company matters and Members' involvement therein to be disclosed to any non-management third parties.

9.3 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 in the United States mail, prepaid and addressed to the intended receiver at his or her last known address as shown in the records of the Company.

9.4 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 herein, shall be deemed equivalent to the giving of such notice.

9.5 Indemnification By Company. Upon approval of a majority of the Members, the Company may indemnify against liability incurred in any proceeding an individual made a party to the proceeding because he or she is or was a Member, or is or was an employee or agent of the Company, to the full extent provided in the Act.

9.6 Indemnification Funding. The Company shall fund the indemnification obligations in such manner and to such extent as the Members may from time to time deem proper and in accordance with the Act.

9.7 Duality of Interest Transactions. Members of the Company have a duty of undivided loyalty to this Company in all matters affecting the Company's interests. Notwithstanding the foregoing, it is anticipated that the Members and officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

9.8 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

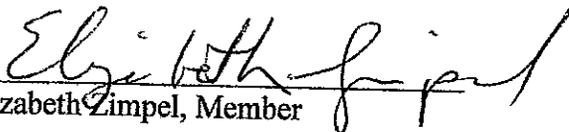
9.9 Articles and Other Headings. All headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation of its provisions.

9.10 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced in connection with this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and expenses.

9.11 Choice of Law. This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws of the State of Colorado.

CERTIFICATION

THE UNDERSIGNED, being the sole member of Jan's Tavern, LLC, a Colorado limited liability company, hereby evidence his adoption and ratification of the foregoing Agreement of the Company effective as of the 26th day of October, 2015.

By: 
Elizabeth Zimpel, Member

SCHEDULE 5.2
(Initial Capital Contributions)

| <u>Member</u> | <u>Contribution</u> |
|------------------|---------------------|
| Elizabeth Zimpel | \$1000.00 |

SCHEDULE 6.1

Name

Percentage

Elizabeth Zimpel

100%

**SECOND AMENDED AND RESTATED OPERATING
AGREEMENT**

OF

CC GAMING, LLC

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**SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
CC GAMING, LLC**

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT IS INTENDED TO, AND DOES HEREBY, REPLACE THE COMPANY'S PRIOR OPERATING AGREEMENT DATED DECEMBER 2, 2009 AND THE FIRST AMENDED AND RESTATED OPERATING AGREEMENT DATED FEBRUARY 1, 2010.

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") is made effective the 1st day of April, 2010, among the Manager and Members of CC Gaming, LLC, a Colorado limited liability company (the "Company"), who have signed this Agreement agreeing to be obligated by the terms of this Agreement.

This Agreement governs the relationship among the Manager and Members of Company and between Company and the Manager and Members, pursuant to the Colorado Limited Liability Company Act, as amended from time to time (the "Act").

In consideration of their mutual promises, covenants, and agreement, the parties hereto do hereby promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS

Throughout this Agreement, and unless the context otherwise requires, the word or words set forth below within the quotation marks shall be deemed to mean the words that follow them:

1.1 "Agreement" shall mean this Second Amended and Restated Operating Agreement.

1.2 "Appraised Value" shall mean the value of Company's assets, reduced by Company's total liabilities, as determined pursuant to Article XVII herein.

1.3 "Bankruptcy" shall mean the filing by a Member of a petition commencing a voluntary case under the Bankruptcy Code; a general assignment by a Member for the benefit of creditors; an admission in writing by a Member of their inability to pay their debts as they become due; the filing by a Member of any petition or answer in any proceeding seeking for themselves, or consenting to, or acquiescing in, any insolvency, receivership, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or the filing by a Member of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of the petition filed against them in any such proceeding; the seeking or consenting to, or acquiescence by a Member in, the appointment of any trustee, receiver, or liquidator of their, or any part of their property; and the commencement against a Member of an

involuntary case under the Bankruptcy Code, or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within 60 days.

1.4 "Capital Account" shall mean the capital account maintained for a Member or Assignee determined in accordance with Article V.

1.5 "Capital Contribution" shall mean any contribution of Property, monies, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

1.6 "Capital Interest" shall mean with respect to each Member the Capital Interest percentage shown on Exhibit A attached hereto, as may be adjusted from time to time.

1.7 "Company" shall mean CC Gaming, LLC, a Colorado limited liability company.

1.8 "Contributing Members" shall mean those Members making contributions as a result of the failure of a Delinquent Member to make the contributions required by the commitment described in Article V.

1.9 "Default Interest Rate" shall mean the higher of (i) eighteen percent per annum or; (ii) the then-current prime rate quoted by Wells Fargo Bank West, N.A. (or its successor) plus three percent.

1.10 "Delinquent Member" shall mean a Member or Assignee who has failed to meet the commitment of that Member or Assignee to make an Additional Capital Contribution required hereunder.

1.11 "Disposition" shall mean any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security (including dispositions by operation of law).

1.12 "Dissolution" shall mean (1) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee); (2) in the case of a Member that is a partnership, the dissolution and commencement of winding up of the partnership; (3) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; (4) in the case of a limited liability company, the filing of articles of dissolution, or its equivalent, for the limited liability company, or the involuntary dissolution by a non-appealable order of the district court; or (5) in the case of an estate, the distribution by the fiduciary of the estate's entire Membership Interest.

1.14 "Distribution" shall mean a transfer of Property to a Member on account of a Membership Interest or Profits Interest as described in Article IX.

1.15 "Effective Date" shall mean April 1, 2010.

1.16 "Expulsion" shall mean the final decision of expulsion of a Member as provided in this Agreement.

1.17 "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of Company's net profits, net losses and distributions of Company's assets pursuant to this Agreement and the Colorado Limited Liability Company Act, but shall not include any right to participate in the management or affairs of Company, including, the right to vote on, consent to or otherwise participate in any decision of Members or Managers.

1.18 "Economic Interest Owner" shall mean the owner of an Economic Interest who shall not have the rights of a Member regarding such Economic Interests.

1.19 "Immediate Family" shall mean a Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

1.20 "Initial Capital Contribution" shall mean the Capital Contribution agreed to be made by the Initial Members as described in Article V.

1.21 "Initial Members" shall mean those persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Operating Agreement.

1.22 "Majority" shall mean the affirmative vote or consent of more than fifty percent (50%) of the respective Sharing Ratios of the Members, eligible to vote on any particular matter.

1.23 "Manager" shall mean any Person selected to manage the affairs of the Company under Article VIII hereof. The initial Manager is John Zimpel.

1.24 "Member" shall mean each person signatory hereto either by signing this Agreement or a Subscription Agreement agreeing to be obligated by the terms of this Agreement, and any other person or persons who may subsequently be designated as a Member of this Company pursuant to the terms of this Agreement.

1.25 "Membership Interest" shall mean the ownership interest owned by a Member pursuant to this Agreement.

1.26 "Membership Rights" shall mean the rights of the Member, which are comprised of the Member's Membership Interest and their rights to participate in the management of Company.

1.27 "Membership Unit" shall mean a an item of intangible personal property that gives the holder certain rights and subjects the holder to certain restrictions and obligations, as set forth in this Agreement.

1.28 "Minority Members" shall mean all the Members excluding John Zimpel and Elizabeth Zimpel.

1.29 "Net Losses" shall mean the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.30 "Net Profits" shall mean the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.31 "Persons" shall mean individuals, partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and any other type of entity.

1.32 "Profits Interest" shall mean the right of Members to receive distributions from the Company in accordance with their Profits Interest Percentages under Article IX and in the percentages set forth on Exhibit A hereto. The Minority Members shall receive a one percent (1.0%) Profits Interest for each \$50,000.00 (representing 500 Membership Units) invested in the Company. The remaining Profits Interests are owned and held by John Zimpel and Elizabeth Zimpel, pro rata, in the percentages identified in **Exhibit A**.

1.33 "Profits Interest Percentage" shall mean a specified percentage share of the Company's Profits and distributions under Article IX, held by those Persons and in such amounts identified in **Exhibit A**.

1.34 "Properties" or "Property" shall mean those certain real properties known as 118-122 Lawrence Street, Central City, Colorado and 132 Lawrence Street, Central City, Colorado.

1.35 "Purchase Price" shall mean the price at which either Company or its Members are permitted to purchase the Membership Interest of an Offering Member, the personal representatives of the Decedent or Heir, or the Withdrawing Member. For purposes of this Agreement, the Purchase Price shall be the Appraised Value reduced by a fifteen (15%) adjustment, which represents discounts for marketability and minority ownership.

1.36 "Substitute Member" shall mean an Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.

1.37 "Taxable or Fiscal Year" shall mean the taxable year and fiscal year of the Company shall be the calendar year, as determined pursuant to §706 of the Code.

1.38 "Voting Percentages" shall mean a specified percentage share of Voting Members' rights to vote on Company matters, held by those Voting Members and in such amounts identified opposite such Voting Members' names in Exhibit A, as may be adjusted under Article VII.

1.39 "132 Lawrence Street, LLC" shall mean 132 Lawrence Street, LLC, a Colorado limited liability company that has been contributed to the Company by John and Elizabeth Zimpel and which is wholly owned by the Company.

ARTICLE II
ARTICLES OF ORGANIZATION AND PURPOSE

The Articles of Organization of Company filed with the Secretary of State of the State of Colorado are hereby adopted and incorporated by reference in this Agreement. In the event of any inconsistency between the Articles of Organization and this Agreement, the terms of the Articles of Organization shall govern and control. Company is being formed for the sole purpose of developing and operating a casino, restaurant and hotel in Central City, Colorado and conducting all lawful business within the states in which it is or may become licensed to conduct such business.

ARTICLE III
TERM

The term of this Agreement shall be co-terminus with the period of duration of Company. This Agreement shall terminate upon the voluntary or involuntary dissolution of Company or the expiration of its term as provided in the Articles of Organization.

ARTICLE IV
OFFICES

4.1 **Principal Office.** The principal office of Company in the State of Colorado shall be located at 2493 W. Costilla Avenue, Littleton, Colorado 80120. Company may have such other offices, either within or without the State of Colorado, as the Members may designate or as the business of Company may from time to time require.

4.2 **Registered Office; Registered Agent.** The address of the initial registered office of Company is 2493 W. Costilla Avenue, Littleton, Colorado 80120, and the initial Registered Agent at such address is John Zimpel. The registered office and registered agent may be changed from time to time by action of Members and by filing the prescribed form with the Colorado Secretary of State.

ARTICLE V
CONTRIBUTIONS

5.1 **Form of Contribution.** The contribution of a Member, at the election of Manager, may be in cash, property or services rendered or a promissory note or other obligation to contribute cash or real property. For purposes of this Agreement, a Member contributing real property shall receive credit for his or her capital contribution based upon the net appraised value of such real property.

5.2 Initial Contributions. Each Member shall make an initial contribution ("Initial Contribution") to Company as set forth in Exhibit A attached hereto and incorporated herein by this reference or, in the case of any future Member, in accordance with their respective Subscription Agreement, and concurrently with their respective execution and delivery of this Agreement or said subscription Agreement.

5.3 Additional Contributions. Each Member shall be required to make such additional capital contributions as shall be determined by Manager from time to time to be reasonably necessary to meet the expenses of Company. Upon the making of any such determination, Manager shall give written notice to each Member of the amount of the required additional contribution, and each Member shall deliver to Company their pro rata share thereof (in proportion to the respective Membership Interest of Member on the date such notice is given) no later than thirty (30) days following the date such notice is given. None of the terms, covenants, obligations or rights contained in this Section 5.2 is or shall be deemed to be for the benefit of any person or entity other than Members and Company, and no such third person shall under any circumstances have any right to compel any actions or payments by Manager and/or Members.

In the event any Member is either unable or unwilling to make any required, additional capital contribution, as set forth above, then Manager shall be authorized to provide the other, nondefaulting Members written notice of their obligation to deliver to Company their pro rata share of the additional capital contribution owed by the defaulting Member no later than thirty (30) days following the date such additional notice is given. Further, in such event, the Membership Interest, voting rights and Economic Interest of each Member shall be changed to be based on a fraction, the numerator of which is the total amount then contained in such Member's capital account, which includes both their Initial Contribution and any additional Capital Contributions, and the denominator of which shall be the total amount then contained in all Members' Capital Accounts. In addition, the Profits Interest Percentage shall be changed to be based on the number of Membership Units owned by a Member. Each 500 Membership Units owned by a Member represents a Profits Interest equal to a one percent (1%) Profits Interest in the Company's Net Profits. Notwithstanding the foregoing to the contrary, no Member possessing a Limited Gaming License (as defined in Article IX) shall be required or permitted to make an additional capital contribution on behalf of a Delinquent Member if making such an additional capital contribution would result in the Member's Profits Interest Percentage equaling or exceeding five percent (5%), unless such Member has previously applied for and been issued a Key Gaming License by the State of Colorado ("Key License").

5.4 Capital Accounts. An individual capital account ("Capital Account") shall be maintained for each Member. The Capital Account of each Member shall consist of their Initial Contribution and shall be adjusted as follows:

- (i) By an increase for their additional capital contributions and their share of Company gains and profits based upon their Profits Interest Percentages, if any; and

- (ii) By a decrease for distributions of such profits and capital to them and their share of Company losses based upon their respective Profits Interest Percentages.

5.5 Liability for Contributions. Each Member is obligated to Company to contribute cash or property or to perform services, even if they are unable to perform because of death, disability, or any other reason, pursuant to Members' promises contained in this Agreement. If a Member fails to make the Initial Contribution required by this Agreement, Member is obligated, at the option of Company, to contribute cash equal to that portion of the value of such contribution that has not been made.

5.6 Withdrawal or Reduction of Members' Contributions to Capital. A Member shall not receive out of Company's property any part of their capital account until all liabilities of Company have been paid or there remains property of Company sufficient to pay them.

ARTICLE VI

ALLOCATIONS, INCOME TAX, ELECTIONS AND REPORTS

6.1 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of Company for each fiscal year will be allocated in accordance with the Members' Profits Interest Percentages set forth in Exhibit A, attached hereto and incorporated herein by this reference, and Article IX below.

6.2 Allocation of Taxable Items. Except as otherwise provided herein, for purposes of Sections 702 and 704 of the Internal Revenue Code, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of each Member's distributive share of all items of income, gain, loss, deduction, credit or allowance of Company for any period or a year shall be made in accordance with, and in proportion to, such Member's percentage of Membership Interest in Company as it may then exist.

6.3 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to Company by agreement with the Manager.

6.4 Accounting Period. Company's accounting period shall be the calendar year.

6.5 Records, Audits and Reports. At Company's expense, Manager shall maintain records and accounts of all operations and expenditures of Company. At a minimum, Company shall keep at its principal place of business the following records:

- (a) A current list of the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Manager, both past and present;

- (b) A copy of the Articles of Organization of Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) Copies of Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;
- (d) Copies of Company's currently effective written Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of Company for the three most recent years;
- (e) Minutes of every annual, special and court-ordered meeting, if any; and
- (f) Any written consents obtained from Members for actions taken by Members without a meeting.

ARTICLE VII

MEMBERS

7.1 Initial Members. The original Members of Company shall be those persons who are signatories to this Agreement.

7.2 Admission of New Members. Upon the filing of Company's Articles of Organization, a person may be admitted as an additional Member only upon the written consent of the Manager.

7.3 Annual Meeting. The annual meeting of Members shall be held in the month of December in each year, beginning with the year 2011, at a place and time to be designated by Manager for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of Members, or at any adjournment thereof, Members shall cause the election to be held at a special meeting of Members as soon thereafter as it may conveniently be held.

7.4 Special Meetings. Special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by Manager, or by any Member or group of Members who own at least a ten percent (10%) of the total outstanding and issued Membership Units of the Company.

7.5 Notice of Meeting. Written notice stating the place, day and hour of the special meeting and, in the case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of Manager or any person calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be

delivered when deposited in the United States mail, addressed to Member at their address as it appears on the books of Company, with postage thereon prepaid.

7.6 Waiver of Notice. When any notice is required to be given to any Member of Company under the provisions of this Agreement, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.7 Quorum. At any meeting of Members, the presence of a majority of all Membership Units issued by the Company. If a quorum is not represented at any meeting of Members, such meeting may be adjourned without further notice for a period not to exceed sixty (60) days at any one adjournment; provided, however, if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

7.8 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by Member or by their duly authorized attorney-in-fact. Such proxy shall be filed with Manager of Company before or at the time of the meeting. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy.

7.9 Manner of Acting.

7.9.1 Procedure. If a quorum is present, an affirmative vote of the majority of Membership Units represented at the meeting and entitled to vote on the subject matter shall be the act of Members.

7.9.2 Presumption of Assent. A Member of Company who is present at a meeting of Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless their dissent shall be entered in the minutes of the meeting or unless they shall file their 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.

7.9.3 Informal Action of Members. Pursuant to the Act, any action required to be taken or approved by the Members, may be voted upon by the Members at a regularly scheduled or special meeting, or may be taken or approved by the written consent of those Members owning a Majority of the Membership Units.

7.10 Telephonic Meeting. Members of the Company may participate in any meeting of Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE VIII
MANAGEMENT

8.1 General Powers/Number. The business and affairs of Company shall be managed exclusively by its designated Manager. Initially, there shall be a one (1) Manager. The initial sole Manager is John Zimpel. In the event of John Zimpel's death or incompetency, as defined in Article XV herein, the sole Manager shall be Elizabeth Zimpel and, further, upon such event, all of John Zimpel's ownership interest in Company, along with his rights and obligations hereunder, shall transfer immediately to Elizabeth Zimpel. Approval of the Members shall not be required to affect such transfer. This Section 8.1 shall control over any provision to the contrary herein, and may only be amended by the unanimous vote of the Members.

8.2 Term of Office. The initial Manager shall hold office until the annual meeting of the Members held in the year 2015 or until his successor has been duly elected and qualified. At the annual meeting of Members held in 2015, and at each annual meeting held in years divisible by five (5) thereafter, the Members shall elect Manager by majority vote of the issued Membership Units.

8.3 Duties of Manager. Manager of Company shall perform their duties as a manager, including their duties as a member of any committee upon which they may serve, in good faith, in a manner they reasonably believes to be in the best interests of Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Manager shall be responsible for the general overall supervision of the business and affairs of Company. They shall, when present, preside at all meetings of Members. Manager may sign, on behalf of Company, deeds, mortgages, bonds, contracts or other instruments on behalf of Company, except in cases where the signing or execution thereof shall be expressly delegated by Members or by this Agreement or by statute to some other officer or agent of Company; and, in general, they shall have full control over and responsibility for the business and affairs of Company.

The specific authority and responsibility of Manager shall also include the following:

- (a) Manager shall effectuate this Agreement and the resolutions and decisions of Members.
- (b) Manager shall direct and supervise the operations of Company.
- (c) Manager shall establish such charges for services and products of Company as may be necessary to provide adequate income for the efficient operation of Company.
- (d) Manager shall set and adjust wages and rates of pay for all personnel of Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.

(e) Manager shall keep Members advised in matters pertaining to the operation of Company, operating income and expense, financial position, and, to this end, shall prepare and submit a report to Members quarterly.

(f) Manager shall have the authority to purchase, sell and manage the assets of the Company.

(g) Manager shall have the authority to enter into contracts or borrow money on behalf of the Company.

(h) Manager shall have the authority to determine in what amounts quarterly distributions of profits from operations shall be made to the Members.

(i) Perform any other act that furthers the business and affairs of the Company in the ordinary course of business.

8.3.1 Limitation on Loans. Notwithstanding the foregoing to the contrary, the Manager is not entitled to borrow money on behalf of the Company in excess of the appraised value of the Property less the initial Capital Contributions of the Minority Members, without the prior approval of a majority of the Minority Members. For example, if the Property is appraised at \$5,000,000 and the Minority Members' Initial Contributions total \$1,500,000, the Manager's authority to borrow money on behalf of the Company without the prior approval of a majority of the Minority Members is limited to \$3,500,000 (\$5,000,000 - \$1,500,000).

8.4 Performance of Manager. Manager shall perform his duties as Manager in good faith and in a manner reasonably believed to be in the best interest of Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Any Person who so performs these duties shall not have any liability by reason of being or having been a Manager of Company.

In performing his duties, Manager shall be entitled to rely on information, opinions, reports or statements of the following persons or groups unless they have knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) One or more employees or other agents of Company whom Manager reasonably believes to be reliable and competent in the matter presented;

(b) Any attorneys, public accountants, or other person as to matters which Manager reasonably believes in such person's professional or expert competence; or

(c) A committee upon which they not serve, duly designated in accordance with a provision of the Articles of Organization or the Agreement, as to matters within its designated authority, which committee Manager reasonably believes to be competent.

8.5 Authority of Manager. Manager is an agent of Company for the purpose of its business, and the act of Manager, including the execution in Company's name of any instrument for apparently carrying on, in the usual way, the business of Company, binds Company unless such act is in contravention of the Articles of Organization or the Agreement or unless Manager so acting otherwise lacks the ability to act for Company and the person with whom they are dealing has knowledge of the fact they have no such authority. Manager shall have no authority to do any act in contravention of either the Articles of Organization or the Agreement. Manager is expressly authorized, without the prior consent of the Membership, to sell the Company's assets, incur long-term debt, materially expand Company's operations, prepay long term debt, or incur capital expenditures.

8.6 Resignation and Removal. Manager may resign at any time by giving written notice to all Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. In the event John Zimpel resigns as Manager, Elizabeth Zimpel shall immediately be appointed sole Manager. The Manager may only be involuntarily removed as Manager by the unanimous vote or consent of the Members, including the Manager or his successor.

8.7 Management Fee and Reimbursement of Expenses. The Manager shall receive compensation for his services to Company in the amount of 3% of the Company's gross revenue. Manager shall be entitled to receive reimbursement for expenses reasonably incurred in the performance of his duties.

8.8 Transaction with Company and Otherwise. Manager may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other persons, whether or not directly or indirectly in competition with the business or purpose of Company, and neither Company nor any Members shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties, or obligations in respect thereof. Manager may lend money to, act as a surety for, and transact other business with Company and shall have the same rights and obligations with respect thereto as a person who is not a Manager of Company, except that nothing contained in this section shall be construed to relieve Manager from and of their duties to Company.

8.9 Indemnity of Manager. The Manager shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

8.9.1 In any threatened, pending or completed action, suit or proceeding to which a Manager was or is a party or is threatened to be made a party by reason of the fact that he is or was a Manager of the Company (other than an action by or in the right of the Company) involving an alleged cause of action for damages arising from the performance of his activities on behalf of the Company, the Company shall indemnify and hold harmless such Manager against expenses, including attorney's fees, judgments and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if the Manager acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company,

and provided that his conduct has not been found by a non-appealable court judgment, order, decree or decision to constitute fraud, deceit, gross negligence, willful misconduct, or a breach of his fiduciary obligations to the Members. The termination of any action, suit or proceeding by judgment, order, or settlement shall not, of itself, create a presumption that the Manager did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company.

8.9.2 To the extent the Manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.9.1 above, or in defense of any claim, issue or matter therein, the Company shall indemnify and hold harmless the Manager against the expenses, including attorney's fees, actually and reasonably incurred by them in connection therewith.

8.9.3 The indemnification set forth in this section shall in no event cause the Members to incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

8.10 Loan Guarantees. The Company has borrowed funds from Montegra Capital for the acquisition of the Property and intends to borrow additional funds in the future for the development and operation of the Property as a casino and hotel. The loans from Montegra Capital are personally guaranteed by John and Elizabeth Zimpel.

ARTICLE IX ALLOCATIONS AND DISTRIBUTIONS

9.1 Allocations of Net Profits and Net Losses. Except as may be required by this Agreement, Net Profits and Net Losses of the Company shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Sections 9.2 and 9.3, as applicable, if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their fair market values, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the fair market value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Sections 9.2 and 9.3, as applicable, to the Members immediately after making such allocation, minus (ii) such Member's share of Company Minimum Gain computed immediately prior to the hypothetical sale of assets. Notwithstanding the foregoing, the Manager may make such allocations as he deems reasonably necessary to give economic effect to the provisions of this Agreement taking into account such facts and circumstances as the Manager deems reasonably necessary for this purpose.

9.2 Distributions. At least quarterly, the Manager shall determine in his reasonable judgment to what extent, if any, the Company's money on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions and reserves, if any. To the extent such excess funds exist, the Manager may distribute all of such excess

funds from operations to the Members, on a *pari passu* basis, based upon the Members' respective Profits Interest Percentages, which are set forth on **Exhibit A** hereto.

9.3 Sale of Company Property. Any proceeds realized by the Company from a sale of the Property, within ten (10) days after receipt of such proceeds (other than such proceeds necessary to retain on hand for the current and anticipated needs of the Company, as determined by the Manager in his discretion), shall be distributed as follows:

9.3.1 First, to the payment of costs and expenses associated with the sale of Property, including, but not limited to, real estate commissions, title insurance fees, loan prepayment penalties, taxes and other costs of sale and prorated expenses;

9.3.2 Second, to the extent required by any lender of the Company or deemed appropriate by the Manager, to the payment of any outstanding debt of the Company;

9.3.3 Third, to the Members in the following order:

i. To the Members in the amount of their initial Capital Contributions, then

ii. To the Members in accordance with their Profits Interest Percentages, until there has been distributed under this Section 9.2.3 (i) an amount equal to such Members' undistributed Capital Accounts, then

iii. To the Members in accordance with the Profits Interest Percentages, on a *pari passu* basis, until all such monies are distributed.

9.3.4 Notwithstanding Section 9.3.3 to the contrary, in the event that the proceeds from the sale of the Property are not sufficient to repay all of the Members the amount of their initial Capital Contributions, then: (A) the first payment shall be to the Minority Members until such Minority Members each receive fifty percent (50%) of their initial Capital Contributions, after which (B) the second payment shall be to John and Elizabeth Zimpel until they each receive fifty percent (50%) of their initial Capital Contributions, after which (C) the remaining proceeds, if any, shall be distributed to all the Members on a *pari passu* basis in accordance with their respective Profits Interest Percentages set forth on **Exhibit A** hereto, until all such monies are distributed. For example, assuming that (a) the initial Capital Contributions total \$5,000,000, which is composed of \$1,500,000 contributed by the Minority Members, which collectively represents thirty percent (30%) of the Profits Interests, and \$3,500,000 contributed by John Zimpel and Elizabeth Zimpel (\$1,750,000 each), which represents seventy percent (70%) of the Profits Interest (100% - 30% = 70%), and (b) there exists only \$4,000,000 in net proceeds to distribute pursuant to Section 9.3.3, then the \$4,000,000 will be distributed as follows: (i) \$750,000 to the Minority Members *pari passu* based upon their initial Capital Contributions; (ii) and \$1,750,000 to John and Elizabeth Zimpel *pari passu* based upon their initial Capital Contributions; and (iii) the remaining \$1,500,000 (\$4,000,000 - \$750,000 - \$1,750,000) will be distributed as follows: (A) \$1,050,000 to John and Elizabeth Zimpel, *pari passu*, based upon their 70% Profits Interest (\$1,500,000 x .70), and (B) \$450,000 to the Minority Members, *pari passu*, based upon their 30% Profits Interest (\$1,500,000 x .30).

9.4 Special Allocations. The following special allocations shall be made in the following order:

9.4.1 Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain in the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain chargeback requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of §1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability.

9.4.2 Member Minimum Gain Chargeback. If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under §1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is determined in a manner consistent with the provisions of this section. A Member is not subject to this Member Minimum Gain chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain chargeback is added to the Member's share of Company Minimum Gain. In addition, rules consistent with those applicable to Company Minimum Gain shall be applied to determine the shares of Member Minimum Gain and Member Minimum Gain chargeback to the extent provided under the Regulations issued pursuant to §704(b) of the Code.

9.4.3 Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

9.4.4 Section 754 Adjustments. To the extent an adjustment to the adjusted federal income tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts consistent with Code Section 754 and the Regulations.

9.5 Losses. After giving effect to the special allocations set forth in this Article IX, Losses for any fiscal year shall be allocated in the following order of priority:

9.5.1 First, 100% to the Members in proportion to and to the extent of the excess, if any, of (i) the cumulative Profits allocated to each Member pursuant to Section 9.2 hereof for all prior fiscal years, over (ii) cumulative Losses allocated to such Member pursuant to this Section 9.5; for all prior fiscal years; and

9.5.2 The balance, if any, to the Members in accordance with their Profits Interest Percentages.

9.6 Disproportionate Capital Accounts. No interest or additional allocation of Profits, Losses, gains deductions, and credits shall inure to any Member by reason of his Capital Account being proportionately in excess of the Capital Accounts of the other Members.

9.7 Limitations on Distributions. No Distribution shall be declared and paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

9.8 Distributions in Kind. Member, regardless of the nature of their contribution, has no right to demand and receive any distribution from Company in any form other than cash. However, Member shall be required and compelled to accept the distribution of any asset in kind from Company, as determined from time to time by Managers in accordance with this Agreement, based upon Member's Profits Interest Percentage.

9.9 Right to Distributions. At the time Member becomes entitled to receive a distribution as provided in this Agreement, they have the status of and is entitled to all remedies available to a creditor of Company with respect to such distribution.

9.10 Liability upon Return of Contribution. If Member receives a return of any part of their contribution without violation of this Agreement, they are liable to Company for a period of six (6) years thereafter for the amount of the returned contribution, but only to the extent necessary to discharge Company's liability to creditors who extended credit to Company during the period the contribution was held by Company. If Member receives any part of their contribution in violation of this Agreement, they are also liable to Company for a period of six (6) years thereafter for the amount of the contribution wrongfully returned.

ARTICLE X **FISCAL MATTERS**

10.1 Fiscal Year. Company's fiscal year shall begin on the first day of January and end on the last day of December of each year, unless otherwise determined by resolution of Members.

10.2 Deposits. All funds of Company shall be deposited from time to time to the credit of Company in such banks, trust companies or other depositories as Members may select.

10.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in Company's name shall be signed by Manager or any person authorized by Manager.

10.4 Loans. No loans shall be contracted on behalf of Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of Members. Such authority may be general or confined to specific instances.

10.5 Contracts. Members may authorize any Member or agent of Company, in addition to Manager, to enter into any contract or execute any instrument in the name of and on behalf of Company, and such authority may be general or confined to specific instances.

10.6 Accountant. An accountant may be selected from time to time by Members to perform such tax and accounting services as may be required at any time. The accountant may be removed by a vote of Members with or without cause.

10.7 Legal Counsel. One or more attorneys at law may be selected from time to time by Members to review the legal affairs of Company and to perform such other services as may be required and to report to Members with respect thereto. Such legal counsel may be removed by Members with or without assigning any cause.

10.8 Tax Matters Partners. John Zimpel, as the Manager, shall act as the tax matters partner of the Company.

ARTICLE XI

BOOKS AND RECORDS

11.1 Books and Records. The books and records of Company as specified in Section 7-80-411 of the Colorado Limited Liability Company Act (the "Act"), shall be kept at the principal office of Company or at such other places, within or without the State of Colorado, as Members shall from time to time determine.

11.2 Right of Inspection. Upon reasonable request, any Member of record shall have the right to examine during ordinary business hours the books and records of account and minutes and records of Company, and to make copies thereof. Such inspection may be made by any agent or attorney of Member. Upon the written request of any Member, Company shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

11.3 Financial Records. All financial records shall be maintained and reported based on tax basis accounting.

ARTICLE XII
MEMBERSHIP INTEREST AND MEMBERSHIP RIGHTS OF A
DECEASED, INCOMPETENT OR A DISSOLVED MEMBER

If a Member who is an individual dies or if a court of competent jurisdiction adjudges them to be incompetent to manage their person or their property, then Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of Member's rights and receive the benefits of Member's Membership Interest for the purpose of settling Member's estate or administering Member's property. If Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or its successor in interest.

ARTICLE XIII
PERMISSIBLE TRANSFERS

13. The following transfers may be permitted without complying with the terms and conditions of ARTICLE XIV:

13.1.1 Notwithstanding Article IX, and subject to the prior written consent of Manager, which may be granted or denied within Manager's sole discretion, Members may transfer their Membership Interest in Company without consideration either during their life or upon their death to such Member's spouse (whether incident to a dissolution of marriage or not), children or other descendants, or to a trust for their benefit or for the benefit of Member; provided, however, that if the recipient of such Membership Interest transferred pursuant to this Section 13 is not: (i) able to obtain a Colorado Limited Ownership Gaming License ("Limited Gaming License"); or (ii) approved by Manager; or (iii) does not agree in writing prior to the transfer to be bound by the terms and conditions of this Agreement, the transfer under this Section 13 shall be immediately subject to the terms and conditions of ARTICLE XIV of this Agreement, and any Membership Interest transferred pursuant to this Section 13.1.1 shall be treated as if Member had not transferred such Membership Interest for purposes of Articles XIII, XIV, XV, XVI and XVII. For example, in the event Manager permits a Member to transfer their Membership Interest to Member's spouse, Company shall have the right to purchase the spouse's Membership Interest in the event the spouse is unable to obtain a Limited Gaming License. This provision does not apply, however, to any transfer of John Zimpel's Membership Interest to Elizabeth Zimpel pursuant to Section 9.1 herein.

13.1.2 No Member shall, without the prior, written consent of Manager, pledge, hypothecate, offer as security or otherwise encumber any Membership Interest owned by Member, whether now owned or hereafter acquired, or contract to do any of such things. Any transaction in violation of this paragraph shall be null and void ab initio.

ARTICLE XIV
TRANSFER OF MEMBERSHIP INTEREST, MEMBERSHIP RIGHTS OR PROFITS
INTEREST

14.1 Transfer. Except as otherwise provided in Articles IX, XIII, XIV, XV and XVI hereof, no Member (the "Offering Member") shall sell, hypothecate, pledge, offer as security, assign, or otherwise transfer, with or without consideration ("Transfer"), any part or all of his Membership Interest, Membership Rights or Profits Interest in Company to any other person (a "Transferee"), without first offering (the "Offer") that portion of such Membership Interest or Membership Rights in Company subject to the contemplated transfer (the "Offered Interest") first, to Company, and second, to the other Members, at a purchase price (hereinafter referred to as the "Transfer Purchase Price") and in a manner as follows:

14.1.1 Transfer Purchase Price. The Transfer Purchase Price shall be the Purchase Price (as determined in Article XVII below) or as otherwise specified in this Article XIV.

14.1.2 Offer.

(a) The Offer shall be made by Offering Member first to Company by written notice (hereinafter referred to as the "Offering Notice."). Within thirty (30) days (the "Company Offer Period") after receipt by Company of Offering Notice, Company shall notify Offering Member in writing (the "Company Notice"), whether the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than ninety (90) days (the "Company Closing Date") after the expiration of the Company Offer Period. Upon the purchase by Company of any Offered Interest under this Article XIV, or under Articles XV or XVI, the remaining Membership Interests and Profits Interests will be allocated proportionately, based upon each such Member's percentage interest of ownership and the percentage interest of ownership acquired by Company. Notwithstanding the foregoing to the contrary, the Company may not accept the Offer to purchase the Offered Interest if the affect of such an acceptance will cause any Member holding a Limited Gaming License to possess a Profits Interest Percentage equal to or greater than five percent (5%) of the total Profits Interest Percentages unless any such Members possess a Key Gaming License from the State of Colorado. Presently, only John Zimpel and Elizabeth Zimpel hold a Key Gaming License. In the event that a Member's Profits Interest Percentage would equal to or exceed five percent (5%), the Offered Interest shall be offered to those individual Members (pro rata) based upon their Profits Interest Percentages whose Profits Interest Percentage will not equal or exceed 5% of the total Profits Interests and those Members possessing a Key Gaming License.

(b) In the event Company decides not to accept the Offer, Offering Member shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Members, each of whom shall then have a period of thirty (30) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing Offering Member whether they intend to purchase all but not less than all of the Offered Interest. If two (2) or more Members of Company that either possess

a Key Gaming License or whose Profits Interest Percentages will not equal or exceed five percent (5%) as a result of the transaction, desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Members shall have the right to purchase the Offered Interest in the proportion to which their respective percentage of Profits Interests in Company bears to the percentage of Profits Interest of all of the Members who desire to accept the Offer. If the other Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than ninety (90) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date"). Nothing in this paragraph will be construed to prohibit a Member and an Offering Member from agreeing upon a sale at a price less than the Transfer Purchase Price that would otherwise be determined under Article XVII, provided that if Offering Member agrees to sell to any Member at a lower price, Offering Member must agree to sell all of the Offered Interest to all Members who desire to accept the Offer, at that lower price. If Members do not agree to purchase all of the Offered Interest within the Member Acceptance Period, the portion, if any, agreed to be purchased by Members will be purchased and the balance of the Offered Interest may be transferred to a transferee for the Transfer Purchase Price determined under Article XVII (or appropriate portion thereof) but only if: (i) the Purchaser obtains a Limited Gaming License or a Key Gaming License; and (ii) the closing of that purchase occurs within sixty (60) days after the Member Acceptance Period expires. After such sixty (60) day period, no transfer may occur unless the provisions of this Article are again followed. In no event may any Member sell a portion of their Membership Interest to a transferee who is not Company or another Member on more than one occasion, excluding a transfer under subsection 14.1.2(c).

(c) Notwithstanding any other provision of this Article XIV, prior to making the Offer to Company and then to Members under the foregoing provisions of this Section 14.1.2, Offering Member may seek to obtain, on one occasion only, an offer from a third party to acquire the Offered Interest on any price and terms (the "Third Party Price") that may be agreed upon between the third party and Offering Member. In the event Offering Member approves a Third Party Price, Offering Member must offer the Offered Interest to Company under subsection 14.1.2(a) and then to Members under subsection 14.1.2(b), following the process described in those subsections, except that the Purchase Price to be paid by Company or Members will be the lower of either (i) the Third Party Price as disclosed by Offering Member in the Offering Notice; or (ii) the Purchase Price set forth in XVIII herein. If Company or Members do not agree to purchase the entire Offered Interest for the Third Party Price, then Offering Member may proceed to transfer the Offered Interest to the third party at a price and upon terms not materially different from the Third Party Price. However, if the purchaser fails to obtain either a Key Gaming License or a Limited Gaming License and the closing of the transfer is not completed within 60 days after Company and Members do not agree to purchase the Offered Interest, then no transfer may occur unless the provisions of this Article are again followed.

14.1.3 Payment. Unless the transfer of the Offered Interest is to a third party as described in subsection 14.1.2(c), the aggregate dollar amount of the Purchase Price shall be paid by making an initial payment on or before the closing date in an amount equal to twenty (20%) percent of the Purchase Price and then the balance of the Purchase Price shall be paid in one hundred twenty (120) consecutive equal monthly installments of principal and interest, the first installment to be due

three (3) months after the closing date, with interest accruing on unpaid principal at the prevailing prime rate of Wells Fargo Bank, or any successor or assignee of Wells Fargo Bank, as of the date Company or Member(s) accept the Offered Interest. Under no circumstances, however, shall the annual rate of interest accruing on the unpaid principal be less than five (5%) percent or more than nine (9%) percent per annum. This obligation shall be evidenced by a separate promissory note, executed by Company or any Member (in either case, the "Purchaser") purchasing the interest for the balance of the Purchase Price, payable to the order of Offering Member and such promissory note shall be substantially in accordance with the form of promissory note attached hereto as **Exhibit B** and incorporated herein by this reference. There shall be no prepayment penalty in the event Company or Member(s) elect to prepay the note, in whole or in part. Nothing in this paragraph will preclude an Offering Member and a purchasing Member from agreeing upon payment terms that are different than those provided in this paragraph, except in that circumstance, Offering Member will give Company and all other purchasing Members the right to purchase on such other terms.

14.1.4 Transferee Not Member in Absence of Consent.

(a) Notwithstanding anything contained herein to the contrary, if the Manager does not approve the proposed sale or gift of the Offering Member's Offered Interest to a transferee or donee who is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of Company or to become a Member. Such transferee or donee shall be merely an Economic Interest Owner, with no voting rights. No transfer of a Member's interest in Company shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to Company and the non-transferring Member(s).

(b) Upon and contemporaneous with any sale or gift of a transferring Member's Economic Interest in Company that does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the transferring Member (including, without limitation, the rights of the transferring Member to vote and participate in the management of the business and affairs of Company), Company shall purchase from Transferring Member, and Transferring Member shall sell to Company for a purchase price of \$100.00, all remaining rights and interests retained by Transferring Member, which immediately prior to such sale or gift were associated with the transferred Economic Interest.

14.2 No Dissolution. No transfer made pursuant to Articles IX, XIII and XIV herein shall dissolve or terminate Company or cause Company to be dissolved, but, instead, the business of Company shall be continued as if such transfer had not occurred.

14.3 Purchase Upon Gaming Disqualification. If any Member or Economic Interest Owner becomes or is notified by gaming authorities that he, she or it is or may become a Disqualified Holder, as defined below, such Member or Economic Interest Owner shall immediately take such actions including without limitation, resignation of officers, directors or employees giving rise to the disqualification, or sale or transfer of his, her or its Membership Interest or Economic Interest, as applicable, in order to cure becoming a Disqualified Holder. Each Member and Economic Interest Owner shall promptly provide the Manager with any information (written or oral)

he, she or it receives regarding potentially becoming a Disqualified Holder. If such Member or Economic Interest Owner is unable to timely undertake such actions necessary or appropriate for him, her or it to maintain a Key Gaming License or a Limited Gaming License, the Company or, at the Manager's option, the other Members, shall purchase the Disqualified Holder's Membership Interest or Economic Interest, as applicable, based on the condition that no Member holding a Limited Gaming License shall acquire five percent (5%) or more of the total Profits Interest Percentages as a result of such event Unless otherwise specified by the gaming authorities, the purchase price for such interest shall be at a price equal to the balance in the Disqualified Members Capital Account as of the date of the Closing, which is defined below. If the Members make such purchase, they shall purchase the Membership Interest or Economic Interest in proportion to their Membership Interests and purchase the Disqualified Member's Profits Interest; provided that the Members may agree to a different allocation, and if one or more Members do not elect to make such purchase the other Members may, but shall not be required to, purchase such Membership Interest or Economic Interest in proportion to their respective Membership Interests or as they otherwise may agree. Closing of the purchase shall occur not later than the date required by the gaming authorities but in any event within 30 days after notice from the Manager to the Disqualified Holder. Unless otherwise specified by the gaming authorities, payment of the purchase price for the Membership Interest or Economic Interest shall be in the form of an unsecured promissory note bearing interest at the prime rate as reported by *The Wall Street Journal* as of the date of purchase adjusted annually as of December 31 of each year, payable annually in five equal installments of principal, plus accrued interest to the payment date. For purpose of this Section 14.3, a "Disqualified Holder" means any Member or Economic Interest Owner whose holding of a Membership Interest or Economic Interest, respectively, either individually or when taken together with the holding of Membership Interests or Economic Interests by any other holders, may result in the loss of, or the failure to secure a gaming license or the reinstatement of, any gaming license from the gaming authorities held by the Company or any affiliate to conduct any portion of the business of the Company.

ARTICLE XV

DEATH OF A MEMBER

15.1 Decedent's Membership Interest. Upon the death of any Member ("Decedent"), Company shall neither be dissolved nor wound up, but instead, the business of Company shall be continued as if such death had not occurred. Subject to Company's right to redeem Decedent's Membership Interest pursuant to Section 15.2 below, each Member shall have the right by testamentary disposition to bequeath all or any portion of their Membership Interest and Profits Interest in Company to a member of their immediate family or to any trust in which one or more member(s) of their immediate family retains the full beneficial interest on the condition that the heir that receives right and title to the decedent's Membership and Profits Interest timely obtain a Limited Gaming License. Any such devisee or transferee shall be deemed to be an Economic Interest Owner only and shall not have any voting rights or rights to participate in the management of Company. Further, in the case of any such bequest, the legatee or legatees shall otherwise hold such interests pursuant to the terms and conditions of this Agreement and, if the other Members unanimously consent in writing, shall be required to join in and execute, acknowledge, seal, and

deliver a copy of this Agreement as a substituted Member. In the event that (a) all or any portion of the percentage of Membership Interest, Membership Rights and Profits Interest owned by a Decedent at the time of their death shall not be bequeathed by testamentary disposition or shall be bequeathed to one or more person(s) other than those persons to whom such a bequest is permitted under the foregoing provisions of this Section 15.1; or (b) all or any portion of the percentage of Membership Interest and Membership Rights owned by a Decedent at the time of their death shall be bequeathed by testamentary disposition to one or more persons (collectively, the "Heir") to whom such a bequest is permitted under the foregoing provisions of this Section 15.1.

15.2 Company's Purchase of Decedent's Membership Interest. Company shall be entitled to purchase Decedent's Membership Interest for a period of eighteen (18) months following its receipt of notice of Decedent's death. In the event Company desires to exercise its right to purchase Decedent's Membership Interest, Company shall, by written notice addressed to Decedent's personal representatives, Heir, or personal representatives of Heir, as the case may be, fix a closing date for such purchase; the closing date shall be ninety (90) days after Company's written notice, but in no event longer than twenty-one (21) months after the date of death of Decedent. Company shall purchase Decedent's Membership Interest on the closing date for the Purchase Price determined pursuant to Article XVII as of the date the Company first provided written notice that it intended to purchase Decedent's Membership Interest. Notwithstanding the foregoing to the contrary, the Company may not exercise its right to purchase the Decedent's Membership Interest if the affect of such an acceptance will cause any Member holding a Limited Gaming License to possess a Profits Interest equal to or greater than five percent (5%) of the total Profits Interest Percentages. Presently, only John Zimpel and Elizabeth Zimpel hold a Key Gaming License. In the event that a Member's Profits Interest Percentage would equal to or exceed five percent (5%), the Offered Interest shall be offered to those individual Members (pro rata) based upon their Profits Interest Percentages whose Profits Interest Percentage will remain below 5% of the total Profits Interests and those Members possessing a Key Gaming License.

15.3 Payment. The aggregate dollar amount of the Decedent Purchase Price shall be paid by making an initial payment on or before the closing date in an amount equal to twenty (20%) percent of the Purchase Price and then the balance of the Purchase Price shall be paid in one hundred twenty (120) consecutive equal monthly installments of principal and interest, the first installment to be due three (3) months after the closing date, with interest accruing on unpaid principal at the prevailing prime rate of Wells Fargo Bank, or any successor or assignee of Wells Fargo Bank, as of the date Company provides written notice of its intention to purchase Decedent's Membership Interest. Under no circumstances, however, shall the annual rate of interest accruing on the unpaid principal be less than five (5%) percent or more than nine (9%) percent per annum. This obligation shall be evidenced by a separate promissory note, executed by Company for the balance of the Purchase Price, permitting prepayment of the promissory note without penalty, payable to the order of Offering Member and such promissory note shall be substantially in accordance with the form of promissory note attached hereto as **Exhibit B** and incorporated herein by this reference and made payable to Decedent's Legatee, Heir or Personal Representative.

ARTICLE XVI
RESIGNATION OR BANKRUPTCY OF A MEMBER

16.1 No Purchase of Membership Interest upon Retirement or Resignation. Upon the retirement or resignation of any Member (the "Withdrawing Member"), Company shall neither be terminated nor wound up, but, instead, the business of Company shall be continued as if such retirement or resignation, as the case may be, had not occurred. Notwithstanding anything herein to the contrary, Company has the option to purchase the Membership Interest, Membership Rights and Profits Interest of Withdrawing Member. Until such time as said option may be exercised, Withdrawing Member or Special Member shall have no right to participate in the management of the business and affairs of Company and the remaining ownership interest of Withdrawing Member shall be that of an Economic Interest Owner, with no voting rights. Notwithstanding the foregoing to the contrary, the Company may not exercise its right to purchase the Withdrawing Member's Membership Interest and Profits Interest if the affect of such an acceptance will cause any Member holding a Limited Gaming License to possess a Profits Interest equal to or greater than five percent (5%) of the total Profits Interest Percentages. In the event that a Member's Profits Interest Percentage would equal to or exceed five percent (5%), the Offered Interest shall be offered to those individual Members (pro rata) based upon their Profits Interest Percentages whose Profits Interest Percentage will remain below 5% of the total Profits Interests and those Members possessing a Key Gaming License.

16.2 Purchase of Membership Interest upon Member's Bankruptcy. Upon the bankruptcy of any Member (the "Bankrupt Member"), Company shall be entitled to purchase a Bankrupt Member's Membership Interest for a period of six (6) months following its receipt of notice of Bankrupt Member's bankruptcy. In the event Company desires to exercise its right to purchase such Membership Interest, Company shall, by written notice addressed to Bankrupt Member, or the Bankruptcy Trustee, as the case may be, fix a closing date for such purchase; the closing date shall be ninety (90) days after Company's written notice, but in no event longer than nine (9) months after the date of Company's first notice of Member's bankruptcy. Company shall purchase Decedent's Membership Interest on the closing date and at a price (the "Bankrupt Purchase Price"), which shall be the Purchase Price (as determined in Article XVII of this Agreement), less a discount of twenty (20%) percent for the detriment to Company the Bankruptcy may cause. Notwithstanding the foregoing to the contrary, the Company may not exercise its right to purchase the Bankrupt Member's Membership Interest and Profits Interest if the affect of such an acceptance will cause any Member holding a Limited Gaming License to possess a Profits Interest equal to or greater than five percent (5%) of the total Profits Interest Percentages. In the event that a Member's Profits Interest Percentage would equal to or exceed five percent (5%), the Offered Interest shall be offered to those individual Members (pro rata) based upon their Profits Interest Percentages whose Profits Interest Percentage will remain below 5% of the total Profits Interests and those Members possessing a Key Gaming License.

16.3 Payment to Bankrupt Member. The aggregate dollar amount of the Bankrupt Purchase Price shall be paid by making an initial payment on or before the closing date in an amount equal to twenty (20%) percent of the Bankrupt Purchase Price, and then the balance of the Bankrupt Purchase Price shall be paid in one hundred twenty (120) consecutive equal monthly installments of

principal and interest, the first installment to be due three (3) months after the closing date, with interest accruing on unpaid principal at the prevailing prime rate of Wells Fargo Bank, or any successor or assignee of Wells Fargo Bank, as of the date Company provides written notice of its intention to purchase Bankrupt Member's Membership Interest. Under no circumstances, however, shall the annual rate of interest accruing on the unpaid principal be less than five (5%) percent or more than nine (9%) percent per annum. This obligation shall be evidenced by a separate promissory note, executed by Company for the balance of the Bankrupt Purchase Price, permitting prepayment of the promissory note without penalty, payable to the order of Bankrupt Member and such promissory note shall be substantially in accordance with the form of promissory note attached hereto as **Exhibit B** and incorporated herein by this reference and made payable to Bankrupt Member or their legal representative.

16.4 Consequences of Bankruptcy. Bankruptcy of a Member shall be regarded as a breach and default of this Agreement, and Company may withhold and set-off from the Bankrupt Purchase Price any damages incurred by Company including, but not limited to, the costs of complying with the provisions of this Agreement to determine and fix the Bankrupt Purchase Price from the amount paid to Bankrupt Member.

16.5 Payment. The aggregate dollar amount of the Purchase Price shall be paid by making an initial payment to Separated Member on or before the closing date in an amount equal to twenty (20%) percent of the Purchase Price and then the balance of the Purchase Price shall be paid in one hundred twenty (120) consecutive equal monthly installments of principal and interest, the first installment to be due three (3) months after the closing date, with interest accruing on unpaid principal at the prevailing prime rate of Wells Fargo Bank, or any successor or assignee of Wells Fargo Bank, as of the date Company provides written notice of its intention to purchase Separated Member's Membership Interest. Under no circumstances, however, shall the annual rate of interest accruing on the unpaid principal be less than five (5%) percent or more than nine (9%) percent per annum. This obligation shall be evidenced by a separate promissory note, executed by Company for the balance of the Purchase Price, permitting prepayment of the promissory note without penalty, payable to the order of Separated Member and such promissory note shall be substantially in accordance with the form of promissory note attached hereto as **Exhibit B** and incorporated herein by this reference and made payable to Separated Member.

ARTICLE XVII **PURCHASE PRICE**

The Transfer Purchase Price, Decedent Purchase Price and Withdrawing Purchase Price under this Agreement shall be determined first by Manager and the affected Member, or their representative, attempting to agree upon a purchase price for the Membership Interest or Decedent Membership Interest at issue. In the event a Purchase Price cannot be agreed upon, the purchase price shall be the Appraised Value as determined pursuant to Section 17.1 below, divided by the total units of ownership.

17.1 Appraised Value. The term "appraised value" as used in this Agreement shall be the dollar amount equal to the product obtained by multiplying the percentage of Membership Interests owned by a Member by the Appraisal Value of Company's assets, reduced by the total liabilities of Company, as determined in accordance with Section 17.2 below.

17.2 Determination of Appraised Value. The Appraised Value Company's assets shall be determined in the following manner:

17.2.1 Within thirty (30) days of the event necessitating an appraisal, Manager shall select an appraiser (the "Company Appraiser") to determine the fair market value of Company's assets, and Company Appraiser shall submit his or their determination thereof within thirty (30) days after the date of his or their selection (the "Appraisal Due Date"). The appraisal of Company shall be made based upon its present "as is" condition, and not on its future value.

17.2.2 If the appraisal made by Company Appraiser is unsatisfactory to Offering Member, the personal representatives of Decedent or Heir, or Withdrawing Member, as the case may be, then, within fifteen (15) days after the date of the Appraisal Due Date, Offering Member, the personal representatives of Decedent or Heir, or Withdrawing Member, as the case may be, shall select an appraiser (the "Member's Appraiser") to determine the fair market value of Company's assets, and such appraiser shall submit his or their determination thereof within thirty (30) days after the date of his or their selection.

17.2.3 If the appraisal made by Member's Appraiser is unsatisfactory to Manager, then Company Appraiser and Member's Appraiser shall select a third appraiser (the "Neutral Appraiser") to determine the fair market value of Company's assets, and such appraiser shall submit his or her determination thereof within thirty (30) days after the date of his or her selection. The Neutral Appraiser's determination thereof shall be binding upon Company and remaining Members as the case may be.

17.3 Qualifications of Appraiser. Any and all appraisers selected in accordance with the provisions of this Article XVII shall be appraisers experienced in appraising or valuing similar companies, and who shall conduct appraisals or values provided for in this Article XVII in accordance with generally accepted appraising standards. Any and all costs incurred in connection with any of the appraisals provided for in this Article XVII shall be borne equally by Company and Offering Member, the personal representative of Decedent or Heir, or Withdrawing Member, as the case may be.

17.4 Purchase Price. The Purchase Price shall be the shall be the lower of either (i) the Purchase Price mutually agreed upon between Manager and affected Member; or (ii) the Appraised Value of the affected Member's Membership Interest, reduced by a fifteen (15%) adjustment, which represents discounts for marketability and minority ownership.

ARTICLE XVIII
PRIVACY

The conduct and operation of Company, as well as the relationship of Company (including management) to its Members and the relationship between Members involved in the matters are private and confidential. Under no circumstances are Company matters and Members' involvement therein to be disclosed to any non-management third parties.

ARTICLE XIX
AMENDMENTS

This Agreement may be altered, amended, restated, or repealed, and a new operating agreement may be adopted, by unanimous action of all Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal, as stated in a writing executed by all Members.

ARTICLE XX
DISSOLUTION

20. Company shall be dissolved upon the occurrence of any of the following events:

- (a) By unanimous written consent of all Members;
- (b) Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in Company, unless there are at least one remaining Member(s) and the business of Company is continued by the consent of all remaining Member(s) within ninety (90) days after the termination under a right to do so stated in the Articles of Organization of Company; Or
- (c) Upon the sale of all or substantially all of the assets of the Company.

ARTICLE XXI
MISCELLANEOUS

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

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

21.3 Indemnification by Company. Upon approval of a majority of Members, Company shall indemnify against liability incurred in any proceeding an individual made a party to the proceeding because they are a Member of Company, to the full extent provided in Section 7-80-410 of the Act. Notwithstanding anything to the contrary in the foregoing, this Section 21.3 is valid so long as Member does not violate any provision of this Agreement.

21.4 Indemnification Funding. Company shall fund the indemnification obligations in such manner and to such extent as Members may from time to time deem proper and in accordance with the Act.

21.5 Duality of Interest Transactions. Members of Company have a duty of undivided loyalty to Company in all matters affecting Company's interests.

21.6 Anticipated Transactions. Notwithstanding the provisions of Section 21.5 above, it is anticipated that Members and officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, the participation of Company in such contracts and transactions may be authorized by Members.

21.7 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

21.8 Articles and Other Headings. All headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of its provisions.

21.9 Choice of Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Colorado.

21.10 Arbitration. Any dispute claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration. The arbitration shall be conducted by the Judicial Arbitrator Group, 1601 Blake Street, Denver, CO 80202, and shall be governed by the commercial arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be supported by written findings of fact and conclusions of law, and shall be final and binding. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be paid by the non-prevailing party.

21.11 Representations. Each Member warrants and represents to the other Members that he, she or it has received any and all required approvals and consents from the applicable gaming authority to own a Membership Interest. Each Member warrants and represents to the other Members that he, she or it has had the full and ample time and opportunity to review this

Agreement, and the Exhibits and Schedules (collectively the "Exhibits") hereto with an independent lawyer and accountant of his, her or its choice, that such Member has the experience and sophistication necessary to evaluate the matters set forth in this Agreement, and that such Member fully understands the terms and provisions of this Agreement and the Exhibits hereto, and that such Member is voluntarily entering into this Agreement and the Exhibits hereto.

21.12 Entire Agreement. This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporary agreements and understandings.

CERTIFICATION

THE UNDERSIGNED, being the Manager and all the Members of CC Gaming, LLC, a Colorado limited liability company, hereby evidence their adoption and ratification of the foregoing Agreement of Company.

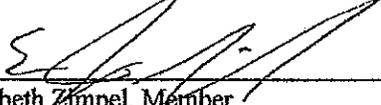
EXECUTED by each Member on the date indicated.

Date: April 1, 2010



John Zimpel, Manager and Member

Date: April 1, 2010



Elizabeth Zimpel, Member

EXHIBIT A

| Member Name | Member Address | Capital Contribution | Membership Interest Percentage | Total Membership Units | Profits Interest Percentage |
|-------------|----------------|----------------------|--------------------------------|------------------------|-----------------------------|
| | | | | | |
| | | | | | |

EXHIBIT B

PROMISSORY NOTE

(Date)

(Principal Amount)

FOR VALUE RECEIVED, _____, (the "Maker") promises to pay to the order of _____ (the "Holder") the sum of \$ _____, with interest at the rate of ___ percent per annum as follows: The Maker shall tender to Holder, at whatever address the Holder may reasonably direct, one hundred twenty (120) equal monthly installments of principal together with accrued interest in accordance with the schedule attached hereto as Exhibit 1 and incorporated herein on the first day of each month so that by the end of the one hundred twentieth month after the date of this Promissory Note, all principal and accrued interest shall have been paid in full.

This Promissory Note is delivered pursuant to the provisions of that certain First Amended and Restated Operating Agreement dated the ___ day of February 2010, of CC Gaming, LLC, a Colorado limited liability company. The terms of payment and other terms and conditions of this Promissory Note shall be governed by such Operating Agreement. This Promissory Note may be prepaid at any time without penalty.

Failure to make any monthly payment of principal and interest when due shall be deemed to be a default under this Promissory Note. Upon the existence of any default hereunder, the Holder of this Promissory Note, after having first given not less than ten days' written notice to the Maker, shall have the right to accelerate all principal and interest due hereunder and to declare all amounts hereunder due and payable. All such amounts shall thereafter accrue interest at the rate of twelve percent (12%) per annum, and the Holder shall be entitled to any reasonable expenses of collection, including reasonable attorneys' fees, incurred in enforcing the Holder's rights hereunder.

Dated this ___ day of _____, 20__.

Exhibit 1 to Promissory Note

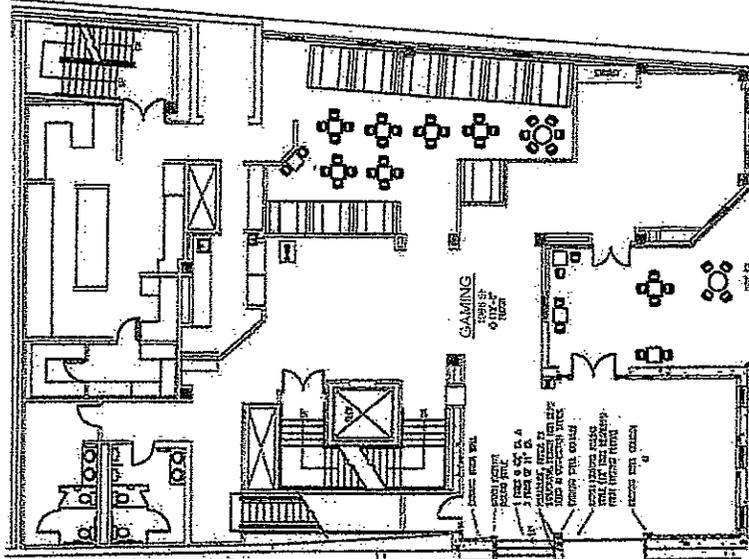
Payment Schedule

Exhibit F

Exhibit F

Common Consumption area is separated by a door and stanchions

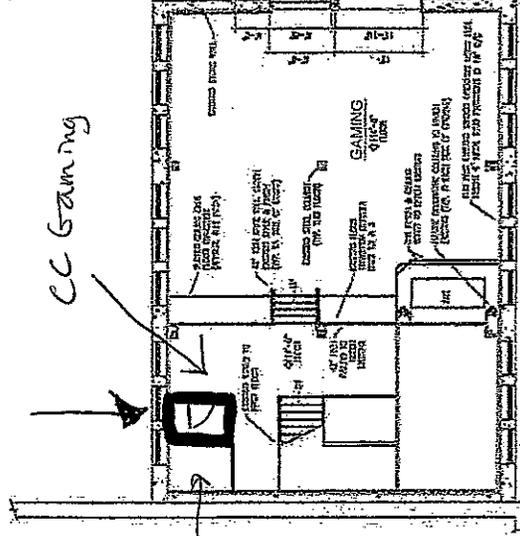
2nd level



Proposed Common Consumption Area

CC Gaming

Jan's Tavern



132 Lawrence Street
Central City CO

Exhibit G

As of December 10th, 2015, CC Gaming, LLC, liquor license #14-67790-0000, and Jan's Tavern, liquor license number pending, agree to allow Johnny Z's Promotional Association, LLC to use 34 square feet of their premises to use as a common consumption area. This agreement will stand until revoked by either party.

CC Gaming, LLC



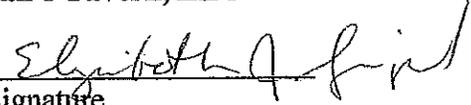
Signature

John Zimpel
Name

Managing Member
Title

12/10/15
Date

Jan's Tavern, LLC



Signature

Elizabeth Zimpel
Printed Name

Managing Member
Title

12/10/15
Date

Exhibit H

Client#: 24540

CCGAM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Moreton & Company, 4600 South Ulster Street, Suite 380, Denver, CO 80237. CONTACT NAME: Natalie Schlup, PHONE: 303-385-2154, FAX: 303-385-2199, E-MAIL ADDRESS: nschlup@moreton.com. INSURER(S) AFFORDING COVERAGE: Charter Oak Fire Insurance Co. (25615), Travelers Property Casualty Co. (25674), Pinnacol Assurance (41190).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Named Insured includes: Jan's Tavern, LLC and Johnny Z's Promotional Association

CERTIFICATE HOLDER: Central City, 141 Nevada Street, PO Box 249, Central City, CO 80427. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anne Butler



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: January 19, 2016

ITEM: Resolution No. 16-05: The City of Black Hawk Special Review Use Permit. Resolution conditionally approving a special review use permit for an Automobile Parking Lot in the Limited Community Commercial (LCC) Zone.

NEXT STEP: Council Action on Resolution No. 16-05

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The City of Black Hawk is proposing to use the former Mountain Family Medical Clinic site and the vacant adjacent lot to the west for a surface parking lot. The entire site will be accessed from High Street (A City of Black Hawk Street) and includes regrading and paving the property to provide 79 (4 of which would be ADA compliant) parking spaces to accommodate the proposed redevelopment of Gregory Street.

II. BACKGROUND INFORMATION:

- May 1994 – The City approved the zone change of the parcel from RCE to LCC, with the concept of a clinic being moved to the site which included plans for 18 parking spaces, ambulance parking and site improvements including landscaping and walls.
- November 2014 – The clinic (addressed 562 Gregory Street) was closed and the building was removed from the site.
- Subject property is located in the 100 year floodplain and also has a floodway located on it.
- No Historic Preservation Commission review is required because there are no proposed structures as part of this application.

- Section 16-2-50 of the Central City Municipal Code allows Automobile Parking Lots by Special Review and Section 16-4-60 addresses the requirements in evaluating a Special Review.
- The City of Black Hawk is the owner of the property.

Applicable Municipal Code Sections:

Staff has underlined sections to provide guidance it relates to the proposal.

Special Review Uses:

Purpose – Section 16-4-10 - Although each zoning district is primarily intended for a predominant type of use (such as dwellings in residential districts), there are a number of uses which may or may not be appropriate in a particular district depending upon, for example, the location, nature of the proposed use, character of surrounding development, traffic capacities of adjacent streets and potential environmental effects. These factors may dictate that the circumstances of development should be individually reviewed. It is the purpose of this Chapter to provide review of such uses so that the community is assured that such uses are compatible with their locations and surrounding land uses and will further the purposes of this Chapter.

Criteria and conditions for approval – Section 16-4-60 –

The following criteria, as applicable, shall be considered by the Planning Commission and the City Council in reviewing applications for special review use under this Chapter.

- 1) That the use/development being proposed is consistent in all respects with the spirit and intent of the comprehensive development plan and of this Chapter, and that it would not be contrary to the general welfare and economic prosperity of the City or the immediate neighborhood;
- 2) That such use/development will lend economic stability, compatible with the character of any surround established areas;
- 3) That the use/development is adequate for internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;
- 4) That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; and landscaping and other similar features to prevent the littering or accumulation of trash; together with other factors deemed to effect public health welfare, safety and convenience; and
- 5) That an adequate amount of proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.

In considering an application for a special review use, the approving agency shall consider and may impose modification or conditions concerning, by way of illustration and not limitation, the following development features:

- 1) Size and location of the site;
- 2) Internal traffic circulation and access to adjoin public streets;
- 3) Location and amount of off-street parking;

- 4) Fencing, screening and landscaped separations, including open space;
- 5) Building bulk and location
- 6) Sign lighting; and
- 7) Noise, vibration, air pollution and other environmental influences.

General Regulations:

Screening: Section 16-7-80

Exterior activity areas, such as parking areas and storage areas, shall be screened by means of plant materials, earth mounding, architectural screens or siting so as to provide visual and aural separation between these elements and adjacent property.

Screening shall not exceed six (6) feet in height...

Lighting fixtures: Section 16-7-240

Any light used for the illumination of parking areas, off-street loading areas, swimming pools or any other purpose must be designed and arranged so that the beams or rays of light will not shine directly only abutting property.

Site Plan – Survey requirements: Section 16-7-300

b) Applicability. Site plans and boundary line surveys shall be required before issuance of a building permit for any use by right

Flood Damage Prevention – Section 18-6-10 to 18-6-250

The flood hazard areas of the City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce, disruption of governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public safety and welfare.

Applicable Comprehensive Development Plan Sections:

Goals and Policies – The goal of the Comprehensive Plan is to assist the City in economic stability, quality of life and overall sense of community identity, friendliness, and well-being. This goal will be achieved by implementation of the Plan and the following policies. The order of these policies does not necessarily reflect their priority.

General - A1

The Comprehensive Development Plan shall serve as the development guide for the City. All development shall occur in general conformance with the Plan.

A5 - Central City expects other governmental entities and agencies to recognize the provisions of its Comprehensive Development Plan. Similarly, Central City will recognize the development plans of other entities.

A9 - All development proposals should be reviewed to ensure compliance with the Comprehensive Development Plan and other development related ordinances, resolutions, and policies.

Urbanization - C2

The City should strive to preserve its quaint, small town character by directing as much as possible, commercial development, and residential growth to areas outside the existing community.

Land Use - D2

Major tourist oriented transportation and parking facilities should be developed, and should be available year-round.

D5 - Potentially incompatible land uses should be buffered and screened through the provision of open space, landscaping materials, and, where necessary, fencing.

D6 - Residential neighborhoods should be protected from the impact of nonresidential uses through careful approval of special review uses.

Economy – F5

A level of economic activity that does not place undue burden on the City's infrastructure and is compatible with quality of life and other Plan policies should be encouraged.

F7 - All private development should "pay its own way".

Status and Needs Assessment

Land Use B3 – The City should continually plan for increased transportation and parking needs. The residential parking program continues to minimize tourist parking in residential areas.

Utilities

Transportation F2 – Central City has significantly enhanced conditions facing visitors once they reach the City, by improving directional signage, street paving and striping. The City's shuttle service and parking lots have been partially successful and the City continues to rely in large part upon private carries and parking facilities.

Development Plan Map – 2003

Commercial D3 - The City has determined that it will attempt to preserve the integrity of its residential neighborhoods by working with commercial operators to minimize their adverse impacts on residences... The City will attempt to address uses adversely affecting residential neighborhoods and design its traffic circulation to ensure traffic impacts are minimized.

III. FISCAL IMPACTS:

The City will receive a small percentage of the building and/or development fee's tied to permitting the project.

IV. RECOMMENDED ACTION / NEXT STEP:

During the Planning Commission Public Hearing held on January 6, 2016, the commission made a recommendation to Council to approve this Special Review use with the following conditions:

Prior to issuance of a building permit or development permit and use of the property as an Automobile Parking Lot, the applicant shall comply with following conditions of approval:

- 1) Create a landscaping plan which is designed to offer some measure of screening between this site and Gregory Street
 - a. Such a plan must be found acceptable to the City's Community Development Director, to evidence compliance with requirement is section 16-7-80.
 - b. Landscaped island at the entry sign to the City.
 - c. Screening of the transformer.
 - d. Screening of the jersey barriers.
- 2) Provide appropriate signage and striping for a pedestrian crossing High Street to the existing sidewalk on the south side of Gregory Street. Signage shall be in compliance with Chapter 14, of the Municipal Code.

- 3) The Applicant shall secure a floodplain development permit from the City's Building Official in accordance with the requirements of Article VI of Chapter 18 of the City's Municipal Code.
- 4) A detailed site plan shall be submitted in a form acceptable to the City's Community Development Director, to evidence compliance with the design requirements set forth in Section 16-6-120 of the Municipal code and specifically subsection 1-7.
 - a. Access into the site shall be limited to no more than 24 feet wide.
 - b. Pedestrian accommodation shall be incorporated into the development.
 - c. Disabled parking space(s) shall be provided.
- 5) The site is required to be lighted. A detailed lighting plan to the City shall be submitted, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240, 16-6-120 (4), 16-6-120 (7)a
- 6) Alterations to the approval are limited to minor changes as described in Section 16-4-70 – Alterations of approved uses. The installation of any structure, shed, kiosk or gate is not considered minor and would require a full amendment to this permit.

As part of the approved action of the Planning Commission, they included language where their recommendation for approval would actually be for denial if lighting was not provided on-site to ensure public safety as permitted to them per section 16-4-60(a)3.

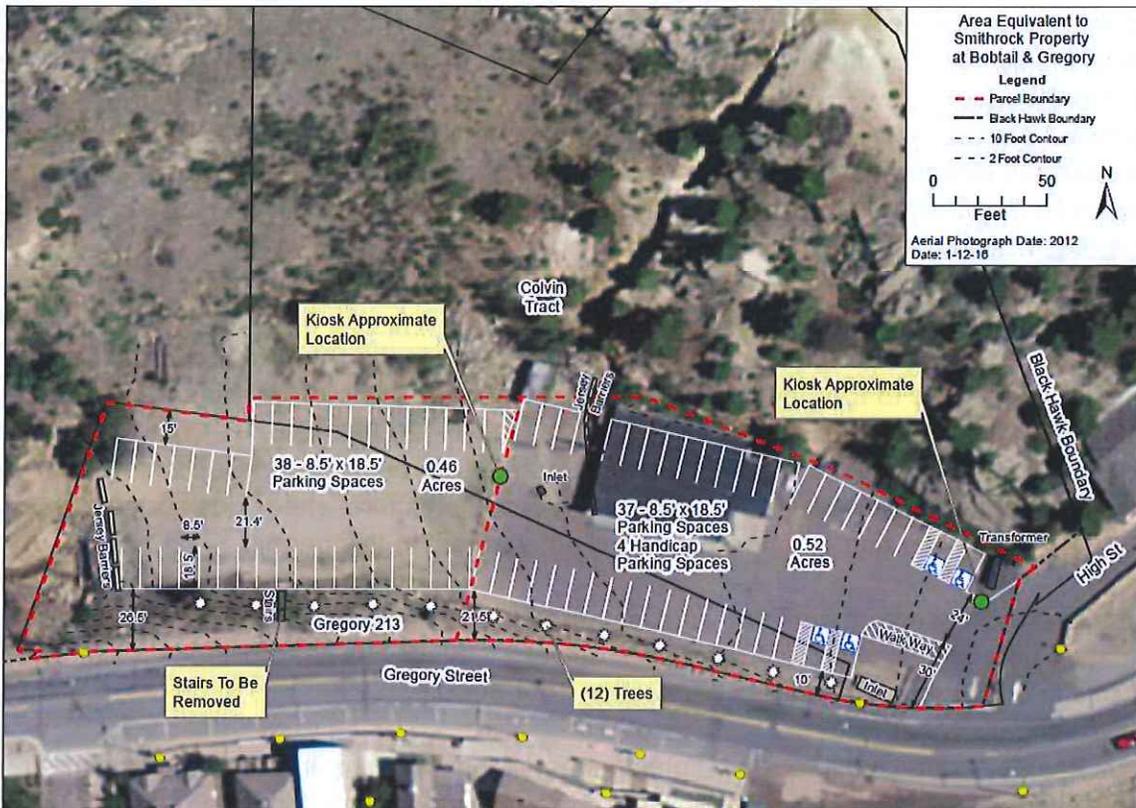
The applicant has not expressed interest in lighting the parking lot but to ensure compliance if the applicants choose to light the site the following condition was proposed to the Planning Commission.

5 – A detailed lighting plan shall be submitted to the City, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240 and 16-6-120 (4), prior to the installation of any lighting.

Staff following the Planning Commission's public hearing, reviewed the parking lighting requirements and after considerable effort found lighting of a surface parking area not explicated required. Additionally, lighting of the site could cause the greatest impact on residential neighbors above the location (The Casey), even with an approved lighting plan.

Staff is also requesting the following additional revisions to the recommended conditions of approval to address the following potential nuisances and to accommodate recent detailed revision proposed by the applicant regarding the collection boxes with the following:

- 1) That a Landscape Maintenance Agreement be in place prior to commencement of the use on site, ensuring the approved native plants survive and are replaced, as needed, ensuring the required buffer requirements are met into the future.
- 2) That an animal resistant trash container be placed in an accessible and screened location on site.
- 3) That two "Honor Fee Collection Boxes" be permitted in the approximate location shown on the attached revised site plan dated January 12, 2016. See Attachment.
- 4) That long-term parking or camping or storage of material be prohibited without prior approval from the Community Development Director.



Honor Fee Collection Boxes

The following is a list of staff's recommended conditions of approval, with the areas that differ from the Planning Commission's noted.

Prior to issuance of a building permit or development permit and use of the property as an Automobile Parking Lot, the applicant shall comply with following conditions of approval:

- 1) Create a landscaping plan which is designed to offer some measure of screening between this site and Gregory Street
 - a. Such a plan must be found acceptable to the City's Community Development Director, to evidence compliance with requirement is section 16-7-80.
 - b. Landscaped island at the entry sign to the City.
 - c. Screening of the transformer.
 - d. Screening of the jersey barriers.
 - e. That a Landscape Maintenance Agreement be in place prior to commencement of the use on site, ensuring the approved native plants survive and are replaced, as needed, ensuring the required buffer requirements are met into the future.
- 2) Provide appropriate signage and stripping for a pedestrian crossing High Street to the existing sidewalk on the south side of Gregory Street. Signage shall be in compliance to Chapter 14, of the Municipal code.
- 3) The Applicant shall secure a floodplain development permit from the City's Building Official in accordance with the requirements of Article VI of Chapter 18 of the City's Municipal Code.
- 4) A detailed site plan shall be submitted in a form acceptable to the City's Community Development Director, to evidence compliance with the design requirements set forth in Section 16-6-120 of the Municipal code and specifically subsection 1-7.
 - a. Access into the site shall be limited to no more than 24 feet wide.
 - b. Pedestrian accommodation shall be incorporated into the development.
 - c. Disabled parking space(s) shall be provided.
 - d. That an animal resistant trash container be placed in an accessible and screened location on site.
- 5) ~~The site is required to be lighted. A detailed lighting plan to the City shall be submitted, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240, 16-6-120 (4), 16-6-120 (7)a~~
- 6) A detailed lighting plan shall be submitted to the City, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240 and 16-6-120 (4), prior to the installation of any lighting.
- 7) Alterations to the approval are limited to minor changes as described in Section 16-4-70 – Alterations of approved uses. The installation of any structure, shed, kiosk or gate is not considered minor and would require a full amendment to this permit, with the exception of the following:
 - a. That two "Honor Fee Collection Boxes" be permitted in the approximate location shown on the attached revised site plan dated January 12, 2016. See Attachment.
- 8) That long-term parking or camping or storage of material be prohibited without prior approval from the Community Development Director.

V. LEGAL ISSUES:

Staff received the list of property owners from the applicant and public notices were mailed to the addresses provided on December 17, 2015. The property was posted on December 14, 2015 and the public notice was published in the Weekly-Register Call on December 10, 2015.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

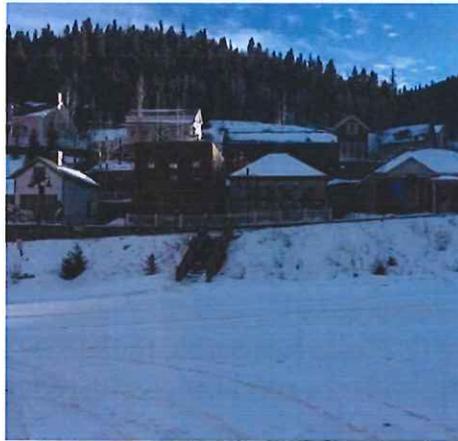
VII. SUMMARY AND ALTERNATIVES:

1. Move to approve as proposed with no conditions or modifications
2. Move to approve as recommended by the Planning Commission
3. Move to approved as recommended by staff
4. Move to approved with modified conditions of approval
5. Move to request the application be further reviewed by the Planning Commission
6. Move to deny the application (with cause).

View west across High Street of subject site



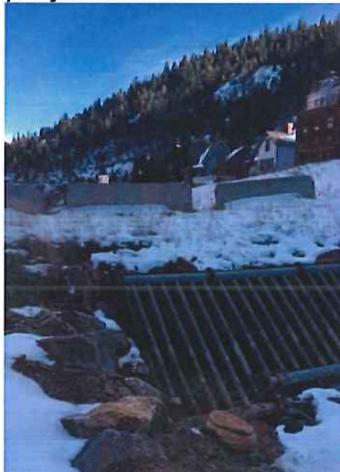
View south across Gregory Street from subject site



View northeast across site



View east from west edge of project



**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO CONDITIONALLY APPROVING A SPECIAL REVIEW USE PERMIT
FOR AN AUTOMOBILE PARKING LOT ON PROPERTY LOCATED WITHIN THE
LIMITED COMMUNITY COMMERCIAL (LCC) ZONE DISTRICT AND LOCATED
NORTHWEST OF THE INTERSECTION OF GREGORY STREET AND
HIGH STREET**

WHEREAS, the City of Black Hawk (the “Applicant”) has filed an application (the “Application”) with Central City seeking a special review use permit (the “SRU Permit”) related to the construction of a parking lot, as that term is defined in Section 16-1-130 of the Municipal Code (“Parking Lot”), to be located on that certain property described with particularity in the Application being portions of the Gregory 213 Claim and the Colvin Tract (the “Subject Property”); and

WHEREAS, the proposed Parking Lot does not constitute an accessory use but is a principal parking use permitted by special review as set forth in the use table/schedule contained in Section 16-2-50 of the Municipal Code; and

WHEREAS, a copy of the full and complete Application is attached to this Resolution as **Exhibit A** and is incorporated herein by reference;

WHEREAS, the City has adopted a process pertaining to the review of special review uses, and the same is codified in Article IV of Chapter 16 of the Municipal Code; and

WHEREAS, the Application was filed with the City and the application fee required by Section 16-4-20(5) of the Municipal Code has been paid in full by the Applicant; and

WHEREAS, the Planning Commission held a public hearing on the Application on Wednesday, January 6, 2016; and

WHEREAS, following the conclusion of the public hearing the Planning Commission recommended approval of the SRU Permit, subject to certain modifications and/or conditions as articulated and set forth in the Council Communication Form dated January 19, 2016; and

WHEREAS, in accordance with Section 16-4-40(b) of the Municipal Code, the Application has been submitted to City Council for review; and

WHEREAS, City Council has determined, in accordance with Section 16-4-40(b) of the Municipal Code, to conduct a public hearing; and

WHEREAS, the City Council finds that the Application satisfies the applicable criteria and conditions for approval of the SRU Permit, as set forth in Section 16-4-60 of the Municipal

Code, and desires to approve the Application subject to the specific modifications and conditions set forth with particularity in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The foregoing recitals are adopted and incorporated herein as findings of the City Council.

Section 2. The City Council hereby approves the issuance of the SRU Permit to authorize the placement of the Parking Lot on the Subject Property, subject to the conditions and restrictions set forth in Section 16-4-70 of the Municipal Code, Section 3 through Section 7 of this Resolution set forth below, and any other applicable requirements of the Central City Municipal Code.

Section 3. Prior to the issuance of a building permit or development permit related to the construction of the Parking Lot on the Subject Property, the Applicant shall enter into a written agreement with the City as required by Section 16-4-50 of the Municipal Code. The conditions set forth in Section 2 and Section 4 through Section 7 of this Resolution shall be set forth in the written agreement and said agreement shall be executed by the Applicant and the City prior to the issuance of any building permit or development permit related to the construction of the Parking Lot on the Subject Property.

Section 4. The SRU Permit shall be subject to the following additional modifications and/or conditions, in accordance with Section 16-4-60 of the Municipal Code: Prior to issuance of a building permit or development permit and use of the property as an Automobile Parking Lot, the applicant shall comply with following conditions of approval:

- 1) Create a landscaping plan which is designed to offer some measure of screening between this site and Gregory Street
 - a. Such a plan must be found acceptable to the City's Community Development Director, to evidence compliance with requirement is section 16-7-80.
 - b. Landscaped island at the entry sign to the City.
 - c. Screening of the transformer.
 - d. Screening of the jersey barriers.
 - e. That a Landscape Maintenance Agreement be in place prior to commencement of the use on site, ensuring the approved native plants survive and are replaced, as needed, ensuring the required buffer requirements are met into the future.
- 2) Provide appropriate signage and striping for a pedestrian crossing High Street to the existing sidewalk on the south side of Gregory Street. Signage shall be in compliance to Chapter 14, of the Municipal code.
- 3) The Applicant shall secure a floodplain development permit from the City's Building Official in accordance with the requirements of Article VI of Chapter 18 of the City's Municipal Code.
- 4) A detailed site plan shall be submitted in a form acceptable to the City's Community

Development Director, to evidence compliance with the design requirements set forth in Section 16-6-120 of the Municipal Code and specifically subsection 1-7.

- a. Access into the site shall be limited to no more than 24 feet wide.
 - b. Pedestrian accommodation shall be incorporated into the development.
 - c. Disabled parking space(s) shall be provided.
 - d. That an animal resistant trash container be placed in an accessible and screened location on site.
- 5) A detailed lighting plan shall be submitted to the City, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240 and 16-6-120 (4), prior to the installation of any lighting.
- 6) Alterations to the approval are limited to minor changes as described in Section 16-4-70 – Alterations of approved uses. The installation of any structure, shed, kiosk or gate is not considered minor and would require a full amendment to this permit, with the exception of the following:
- a. That two "Honor Fee Collection Boxes" be permitted in the approximate location shown on the attached revised site plan dated January 12, 2016. See Attachment.
- 7) That long-term parking or camping or storage of material be prohibited without prior approval from the Community Development Director.

Section 5. All fees and costs incurred by the City associated with pre-construction meetings, field inspections, monitoring, and final inspections, shall be at the sole expense of the Applicant.

Section 6. The issuance of the SRU Permit does not waive or supersede other City requirements that may be applicable to the Parking Lot.

Section 7. Any future consideration for a modification, physical expansion, or other alteration to the Parking Lot not described in this Resolution or the SRU Permit shall be subject to the City's applicable special review use procedures.

Section 8. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 19th DAY OF JANUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

Exhibit A

Application
[Surface Parking Lot – City of Black Hawk]



BLACK HAWK



INCORPORATED 1864

Community Planning & Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-0615 Office
303-582-2239 Fax

Mayor
David D. Spellman

Aldermen
Linda Armbricht
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney
Corey Y. Hoffmann

City Manager
Jack D. Lewis

**City Clerk /
Administrative Services Director**
Melissa A. Greiner

Finance Director
Lance R. Hillis

Fire Chief
Donald E. Taylor

Police Chief
Stephen N. Cole

Public Works Director
Thomas Isbester

**Community Planning & Development
Administrator**
Cynthia L. Linker

COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION

November 4, 2015

Mr. Greg Thompson
City of Central City Consulting Planner
PO Box 249, 141 Nevada Street
Central City, Colorado 80427
SENT VIA EMAIL

Re: Special Review Use Application – Narrative
Development of a Surface Parking Lot – Gregory 213
Claim and Colvin Tract

Dear Mr. Thompson:

The City of Black Hawk intends to provide off street surface parking for businesses on the west end of the City. The surface of the parking area will be a combination of asphalt and concrete. The provided parking will be on property owned by the City of Black Hawk and is located on portions of the Gregory 213 Claim and the Colvin Tract. A copy of the Quit Claim Deed is attached for reference (parcel 1 and 7). The legal description and Exhibit A refer to the area of improvements only and not the entirety of the two parcels.

The referenced parcels are zoned LCC - Limited Community Commercial. The Limited Community Commercial District is intended to accommodate a range of generally compatible uses, with negligible potential for adverse impact on adjacent or nearby uses. Section 16-2-60 references Yard and bulk items. The proposed off street surface parking lot does not appear to fall under those uses. However, the City has proposed a 10 foot setback from Gregory Street. The City owns the remainder of the tract beyond what has been identified as the area containing the improvements. Therefore, no rear setback has been identified.

While Section 16-7-80 does require screening, installing a 6 foot fence would not benefit nor protect any adjacent City of Central properties. The physical location of this parcel, in the valley floor, makes screening impractical. Screening is certainly not required on any other surface lot in the City of Central, nor was it previously required when the medical clinic was utilizing the site for off street surface parking.

There are anticipated to be approximately 81 parking stalls that measure approximately 8.5 feet by 18.5 feet. The isle width varies, but will be a minimum of 20 feet. This is wider than many of the streets in the City of Central that require emergency access.

There are no handicap spaces identified. This is off-site parking for businesses farther down on Gregory Street.

Access to and from the parking area will be via High Street, which is a City of Black Hawk street. Access to the lot will be set back from the intersection approximately 30 feet from the traveled way. This site has previously been used for a business and associated surface parking lot, with no reported traffic free-for-all's or commotion's during its prior use.

The City of Black Hawk acknowledges the site is in the floodplain. The City does not propose any structures at this time. In the future, if structures that significantly alter the flood plain are considered, a floodplain development process would obviously need to be adhered to. Again, this site has been previously used as an off street surface parking lot. With the removal of the structures that were there previously, the floodplain condition has been improved.

There is no plan to provide lighting, but some may be installed in the future. If lighting is installed, it will be standard cobra head style parking lot lighting. Because of the location of the parking lot, there should not be any impact to any residence from any future lighting. There are street lights on the adjacent roadway, which provide some ambient lighting for the area. This site was previously used as a parking lot without any additional lighting.

There will be approximately 38 parking stalls on the west half of the property that will be subject to a parking easement for a third party's benefit. There may, at some point, be a kiosk or booth for collection of parking fees.

There may, at some point, be a kiosk or booth for parking fee collection on the property adjacent to High Street.

This proposed parking use is consistent with the prior use as off street surface parking.

The intent is to begin the process of grading, paving, and striping the unpaved portions as soon as the Special Review Use is granted. Weather and temperatures affecting the ability to install asphalt may delay the completion of the work until spring.

Special Review Use Application – Narrative
Development of a Surface Parking Lot - Colvin Tract
November 4, 2015
Page 3 of 3

Attachments:

1. City of Central City Special Review Use Permit Application
2. Consultant Reimbursement Agreement
3. Quit Claim Deed – Page 1-18
4. Exhibit A-Legal Description and Exhibit of the Proposed Lot
5. Aerial Photo – Existing Site Conditions. Note: Medical Clinic Buildings Removed
6. Aerial Photo of Proposed Parking Layout

ATTACHMENT 1

**CITY OF CENTRAL CITY
SPECIAL REVIEW USE PERMIT APPLICATION**



CITY OF CENTRAL SPECIAL REVIEW USE PERMIT

| For Official Use Only | |
|---|------------------|
| SRU # _____ | Date Rec'd _____ |
| Rec'd By: _____ | |
| PROJECT INFORMATION | |
| SPECIAL REVIEW USE TYPE: Off-Site Surface Parking | |
| PROPERTY: Colvin Tract | |
| ZONING DISTRICT: LCC - Limited Community Commercial | |

| LOCATION INFORMATION | |
|--|---------------------|
| LOCATION: Colvin Tract - Located on the North Side of Gregory Street | |
| PROPERTY OWNER: City of Black Hawk | |
| CONTACT: Jack Lewis, City Manager | PHONE: 303-582-2200 |
| E-MAIL: jlewis@cityofblackhawk.org | |

| APPLICANT / AUTHORIZED AGENT INFORMATION | | |
|---|--------------|------------------------------------|
| APPLICANT: City of Black Hawk | | |
| CONTACT PERSON: Jack Lewis, City Manager | | |
| MAILING ADDRESS: PO Box 68, 201 Selak Street, Black Hawk CO 80422 | | |
| PHONE # | 303-582-2200 | E-MAIL: jlewis@cityofblackhawk.org |

| |
|---|
| Application Description: |
| Development of an off-site surface parking lot for that certain property described in Exhibit A attached. |
| Use Classification: |
| |
| Planning Commission: |
| |

If the submitted information is determined insufficient or incomplete, this application will be held in abeyance until such time as all required information is submitted or if no permit is issued within 180 days of the date of application due to an incomplete submittal shall expire. This permit becomes null and void if construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at anytime after the work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work shall be complied with whether specified herein or not. I understand that permits or inspections presuming to give authority to cancel the provisions of the above laws and ordinances or permits issued in error or the basis of incorrect information supplied by the applicant shall be invalid. Payment of the Plan Review Fee is due at time of application.

Owner/Contractor/Authorized Agent Signature (Applicant) _____

Date 8/25/15

DO NOT WRITE BELOW THIS LINE

| Departments | N/A | REQ | Apv'd By | Date |
|----------------|-----|-----|----------|------|
| Planning | | | | |
| HPO | | | | |
| Public Works | | | | |
| Fire Dept | | | | |
| BH/CC San Dist | | | | |
| XCEL Energy | | | | |

| ADMINISTRATIVE FEE & TAXES | |
|----------------------------|-------|
| Special Use Permit Fee | _____ |
| Building Permit Fee | _____ |
| Plan Review Fee | _____ |
| Use Tax | _____ |
| Water Tap Fee | _____ |
| Impact Fee | _____ |
| TOTAL | _____ |

Building Official – Signature (Approval) _____

Date _____

ALL CONTRACTORS MUST BE IDENTIFIED & REGISTERED WITH THE CITY BEFORE THE PERMIT CAN BE ISSUED
PROJECT VALUATION MUST INCLUDE ALL SUBCONTRACTED WORK

ATTACHMENT 2

CONSULTANT REIMBURSEMENT AGREEMENT

CONSULTANT REIMBURSEMENT AGREEMENT

THIS CONSULTANT REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the 26th day of August, 2015, by and between the **CITY OF BLACK HAWK**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as "Applicant", and the **CITY OF CENTRAL**, a home rule municipal corporation of the State of Colorado, hereinafter referred to as "City."

WHEREAS, Applicant intends on submitting an application to the City proposing the development of a surface parking lot (the "Application") for that certain property described in **Exhibit A** attached hereto (the "Subject Property"); and

WHEREAS, a parking lot is a use permitted by special review in the zone district within which the Subject Property is located; and

WHEREAS, the Application will be processed as a special review use (SRU) in accordance with Article IV of the City's Zoning Ordinance; and

WHEREAS, the Application requires review by the City; and

WHEREAS, given the nature of the Application and the City's limited staff resources, the City will employ outside consultants (the "Consultants") for assistance with processing part or all of the Application and assisting the City with the review thereof; and

WHEREAS, the cost incurred by the City for the services of the Consultants are reasonable and necessary expenses associated with the review of the Application and therefore shall be reimbursed to the City by the Applicant; and

WHEREAS, both parties herein desire to execute this Agreement specifically defining the rights and obligations of each.

NOW THEREFORE, in exchange for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby expressly acknowledge, the City and the Applicant agree as follows:

I. FEES AND PAYMENTS

A. The Applicant will pay to the City an initial deposit in an amount of Four Thousand Eight Hundred and Twenty Five Dollars (\$4,825.00) (the "Deposit") to cover the anticipated costs of the Consultants in reviewing and processing the Application. The Application includes and shall mean all documentation, data and information submitted to the City in order to seek approval of the aforementioned SRU, including but not limited to any required or requested documentation associated with the Application. Costs to be reimbursed under this Agreement shall also include fees reasonably incurred by the City for the Consultants' attendance at meetings requested by the Applicant or required for the processing of the Application. Costs eligible for reimbursement also include all expenses, costs, fees and

charges reasonably incurred by the Consultants that are directly related to the City's processing, review, consideration and inspection of the Application. The City's Finance Director shall separately account for the Deposit and all other funds received from the Applicant under this Agreement (the "Applicant Account"). The City has identified the major areas of review to be performed by the Consultants in processing and reviewing the Application on behalf of the City, and the same are identified in **Exhibit B** attached hereto and incorporated herein. It is the express intent of this paragraph that the Applicant shall bear and pay in full all reasonable expenses and costs of the City in the processing of the Application.

B. In the event of the Applicant's breach of this Agreement, all amounts owing shall be due and payable immediately and such amount shall accrue interest at an amount equal to 18% per annum until paid in full. In such event, the City shall be entitled to and may invoke one or more of the following remedies following the City's mailing of a letter demanding payment in full to the Applicant:

1. Postponement, cessation and/or termination of the processing of the Application;
2. Denial of the Application or any portion thereof;
3. Imposition of a condition that the Applicant pay all costs and expenses then due and owing for all or any portion of the Subject Property prior to the issuance of any further approvals, including the issuance of any building permits;
4. Withholding, postponing, and/or denying: (1) any building permit(s) for any part or portion of the Subject Property or for any improvement which serves or will provide service to the Property; (2) construction documentation review or approval; (3) grading, road cut, or other construction or permit approval; and/or (4) the submission, receipt, processing, or approval of any application or request by the Applicant for any form of land use or construction application related in any way to the Property;
5. Refusal or denial of the acceptance of any other application for land use approval or development of any kind for the Subject Property submitted by the Applicant or any other person; and/or
6. Commencement of any remedy provided by law or equity, including an action for declaratory judgment, injunction, and/or damages.

C. At any time during the Application review process, the Applicant can withdraw the Application. Upon withdrawing the Application in writing, the Applicant shall pay any outstanding balance due the City, or the City shall refund any unused funds in the Applicant Account to the Applicant.

D. Prior to final disposition of the Application SRU process, the Applicant shall pay any outstanding balance due the City.

**II.
DISPUTES**

In the event the Applicant disagrees with the monthly charges provided to the City by the Consultants, the Applicant will so notify the City Manager in a letter that specifies the particular charges being disputed. The City Manager will review the Consultants' invoice(s) and, in good faith, either concur with the charges as invoiced or make adjustments in the amount the City will bill to the Applicant. The Applicant shall pay the charges invoiced, as determined reasonable by the City Manager, within five (5) days of the City Manager's determination.

**III.
APPLICATION REVIEW PROCESS**

A. The process covered by this Agreement shall be the full Application review process which shall begin with initial services provided by the Consultants through the final decision by the City concerning the Application, including post-approval correspondence, post-approval inspections, review or meetings, and any time spent by the Consultants regarding any appeals of the City's decision. Final decision shall mean approval, conditional approval, or denial of the Application and the expiration of all appeal periods.

B. Within sixty (60) days of final decision on the Application, any funds remaining in the Applicant Account shall be paid to the Applicant or the Applicant's designee.

This Agreement, when executed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties.

APPLICANT:

CITY OF BLACK HAWK

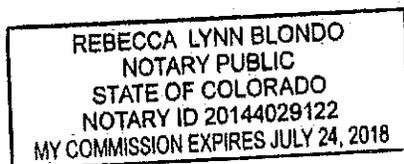
By:

Jack Lewis
Jack Lewis, City Manager

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing Consultant Reimbursement Agreement was acknowledged before me this 25th day of August, 2015, by Jack Lewis in his capacity as City Manager of the City of Black Hawk, a home rule municipal corporation of the State of Colorado. Witness my hand and official seal. My Commission expires: July 24, 2018.

Rebecca Lynn Blondo
Notary Public



CITY:
THE CITY OF CENTRAL, COLORADO

By: Daniel R. Miera
Daniel Miera, City Manager

ATTEST:

By: Reba Bechtel
Reba Bechtel, City Clerk

EXHIBIT A

(Legal Description)

Parcel 1:

The Colvin Tract as described in Deeds recorded April 26, 1900, in Book 122, Page 86 and May 2, 1900, in Book 122, Page 87,
Sometimes referred to as The Colvin Track, The Briggs Lot and Lots on North side of Gregory Street, City of Central,
Except that portion, if any, conveyed to City of Black Hawk by Deed recorded January 30, 1997, in Book 614, Page 393,
And except that portion conveyed by Deed recorded June 3, 1992, in Book 526, Page 350,
And Except any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws, as shown in U. S. Patent to the City of Central recorded July 21, 1876, in Book 62, Page 193,
County of Gilpin, State of Colorado.

Parcel 2:

Lots 1 and 2,
Block 32,
City of Black Hawk
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 3:

Lots 12, 13, 14, 15, 16, and 17,
Block 31,
City of Black Hawk
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

**EXHIBIT B
(CONSULTANT APPLICATION REVIEW AND PROCESSING)**

Legal Fees (Widner, Michow & Cox, LLP) will be billed at the rate of \$225 per hour.

Legal Review and Application Processing:

Meetings

Coordination meetings (with Applicant and City Staff, if required)
Attend Planning and Zoning Commission Meeting/Public Hearing

Miscellaneous

Drafting resolutions; emails

Consulting Engineering Fees (JVA, Inc.) will be billed at an estimated rate of \$120 per hour.

Engineering Review

Review and comment on Application

Consulting Planning Fees (RG and Associates, LLC) will be billed at the rate of \$100 per hour

Planning Review and Application Processing:

Review and comment on Application

Review and comment on subsequent submittals (as required)

Draft staff report for Planning and Zoning Commission

Draft City Council Communication Form

Attendance at Public Hearings

The Applicant will also reimburse the City for all public notices published in the Weekly Register-Call related to the Application.

| | |
|----------------------------------|-------------------|
| Estimate (Planning): 25 hours | \$2,500.00 |
| Estimate (Engineering): 10 hours | \$1,200.00 |
| Estimate (Legal): 5 hours | <u>\$1,125.00</u> |
| Total: | \$4,825.00 |

ATTACHMENT 3
QUIT CLAIM DEED
PAGES 1-18

154102

1 of 18

Total Fee \$96.00 Doc Fee \$0.00

07/07/2015 10:08:47 AM

Colleen Stewart, Gilpin County, Colorado

QUITCLAIM DEED

THIS DEED, effective this 1st day of July, 2015, between Blake Family LLC, a Colorado limited liability company, whose address is 416 Fox Trail Circle, P.O. Box 556, Black Hawk, Colorado 80422 ("Grantor") and the City of Black Hawk, Colorado, whose address is P.O. Box 68, Black Hawk, County of Gilpin, Colorado 80422 ("Grantee"):

WITNESS, that Grantor, for and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sells and quit claims unto Grantee, its successors and assigns forever all rights, title and interests in and to any mineral interests in said real property described in Exhibit A attached hereto, in the County of Gilpin, State of Colorado and, as follows:

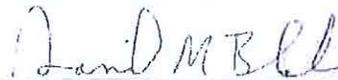
Bobtail Tunnel, as described in the Location Certificate of Tunnel, recorded in the records of the Clerk and Recorder of Gilpin County, Colorado at reception number 143510 and Amended Location Certificate of Tunnel, recorded in the records of the Clerk and Recorder of Gilpin County, Colorado at reception number 143546.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

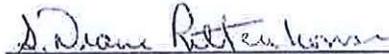
IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the date first above-written.

GRANTOR:

BLAKE FAMILY LLC, a
Colorado limited liability company



Daniel M. Blake, a member



S. Diane Rittenhouse, a member



R. Kent Blake, a member

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STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of July, 2015 by Daniel M. Blake, as member of Blake Family LLC.

My commission expires: 10.19.18

(SEAL)

Cathy G. Williams
Notary Public

CATHY G. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944016745
MY COMMISSION EXPIRES OCTOBER 19, 2018

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of July, 2015 by S. Brian Rittenhouse as a member of Blake Family LLC.

My commission expires: 10.19.18

(SEAL)

Cathy G. Williams
Notary Public

CATHY G. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944016745
MY COMMISSION EXPIRES OCTOBER 19, 2018

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of July, 2015 by R. Kent Blake, as a member of Blake Family LLC.

My commission expires: 10.19.18

(SEAL)

Cathy G. Williams
Notary Public

CATHY G. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944016745
MY COMMISSION EXPIRES OCTOBER 19, 2018

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EXHIBIT A

Legal Description

See Attachment(s) Hereto

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EXHIBIT 'A'

Parcel 1:

The Colvin Tract as described in Deeds recorded April 26, 1900, in Book 122, Page 86 and May 2, 1900, in Book 122, Page 87,

Sometimes referred to as The Colvin Track, The Briggs Lot and Lots on North side of Gregory Street,

City of Central,

Except that portion, if any, conveyed to City of Black Hawk by Deed recorded January 30, 1997, in Book 614, Page 393,

And except that portion conveyed by Deed recorded June 3, 1992, in Book 526, Page 350,

And Except any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws, as shown in U. S. Patent to the City of Central recorded July 21, 1876, in Book 62, Page 193,

County of Gilpin, State of Colorado.

Parcel 2:

Lots 1 and 2,

Block 32,

City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,

County of Gilpin, State of Colorado.

Parcel 3:

Lots 12, 13, 14, 15, 16, and 17,

Block 31,

City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,

County of Gilpin, State of Colorado.

Parcel 4:

Lots 19, 20 and 21,

Block 23,

City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,

County of Gilpin, State of Colorado.

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Parcel 5:

Lot 6,

Block 20,

City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,

County of Gilpin, State of Colorado.

Parcel 6:

Lots 4, 5, 6, 7, 8, 9, 10 and the West Half of Lot 11,

Block 43,

City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,

County of Gilpin, State of Colorado.

Parcel 7:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 213, as described in U. S. Patent recorded August 16, 1877, in Book 62, Page 472,

Excepting therefrom any portion embraced in Survey No. 55, and Excepting and Excluding all town property rights and all houses, buildings, structures, lots, blocks, streets, alleys or other improvements, as excepted in said Patent,

County of Gilpin, State of Colorado.

Parcel 8:

The Briggs Lode Mining Claim, U. S. Mineral Survey No. 54, as described in U. S. Patent recorded in Book 340, Page 319,

County of Gilpin, State of Colorado.

Parcel 9:

The Briggs Lode Mining Claim, U. S. Mineral Survey No. 505, as described in U. S. Patent recorded September 28, 1981, in Book 340, Page 360,

Except that portion, if any, conveyed to City of Black Hawk by Deed recorded January 30, 1997, in Book 614, Page 393,

And Except and portion in conflict with Lots 5, 6 and 7, Block 31, City of Black Hawk, as conveyed by Deed recorded September 21, 1998, in Book 651, Page 402,

And Except any portion in conflict with Lots 5, 6, 7, 8, 9 and 10, Block 30, City of Black Hawk, as conveyed by Deed recorded July 11, 2000, in Book 697, Page 332,

County of Gilpin, State of Colorado.

Parcel 10:

The Gregory Extension Lode Mining Claim, U. S. Mineral Survey No. 55, as described in U. S. Patent recorded September 28, 1981, in Book 340, Page 324, County of Gilpin, State of Colorado.

Parcel 11:

The Gregory Extension Lode Mining Claim, U. S. Mineral Survey No. 281, as described in U. S. Patent recorded December 6, 1887, in Book 93, Page 317, Excepting therefrom any portion embraced in Survey Nos. 54 and 257, as excepted in said Patent, County of Gilpin, State of Colorado.

Parcel 12:

An Undivided 4/5th interest in and to:
200 linear feet of The Gregory Extension Lode Mining Claim, U. S. Mineral Survey No. 257, as described in U. S. Patent recorded March 24, 1880, in Book 71, Page 151, Excepting therefrom all Town property rights upon the surface and all houses, buildings, structures, Lots, Blocks, Streets, Alleys or other Municipal improvements on the surface, and Excepting therefrom embraced in Survey No. 54, as excepted in said Patent, County of Gilpin, State of Colorado.

Parcel 13:

The Gregory Extension Lode Mining Claim, U. S. Mineral Survey No. 373, as described in U. S. Patent recorded September 26, 1981, in Book 340, Page 354, County of Gilpin, State of Colorado.

Parcel 14:

The Gregory Extension Lode Mining Claim, U. S. Mineral Survey No. 561, as described in U. S. Patent recorded September 27, 1888, in Book 102, Page 30, Excepting therefrom any portion embraced in Survey Nos. 54 and 373, as excepted in said Patent, County of Gilpin, State of Colorado.

Parcel 15:

The Pennsylvania Lode Mining Claim, U. S. Mineral Survey No. 5641, as described in U. S. Patent recorded March 25, 1906, in Book 162, Page 2, Excepting therefrom any portion embraced in Survey No. 38, 212, 237A, 753, 1021, 4849 and Oneil Lode Claim, as excepted in said Patent, And Except that portion in conflict with Lot 11, Block 31, City of Black Hawk, as conveyed by Deed recorded September 21, 1998, in Book 651, Page 402, County of Gilpin, State of Colorado.

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Parcel 16:

The Golden Crossing Lode Mining Claim, U. S. Mineral Survey No. 5641, as described in U. S. Patent recorded March 25, 1906, in Book 162, Page 2,
Excepting therefrom any portion embraced in Survey No. 38, 212, 237A, 753, 1021, 4849 and Oneil Lode Claim, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 17:

Surface Rights only in and to:

That portion of the Blythe Lode Mining Claim, U. S. Mineral Survey No. 1021, which lies Southwest of the center line of Lot 11, Block 43, City of Black Hawk, and of such center line extended Southeast of the Southerly boundary of said Lot 11, Block 43,
Excepting therefrom any portion embraced in Survey Nos. 352 and 547, as excepted in Patent recorded in Book 102, Page 146,
And excepting therefrom Lots 12, 13, 14, 15, and the East Half of Lot 11, Block 43, as conveyed by Deed recorded in Book 561, Page 157,
County of Gilpin, State of Colorado.

Parcel 18:

That portion of Mill Site 23 as described in Deed recorded February 7, 1996, in Book 594, Page 158,
City of Black Hawk,
Except that portion conveyed by Instrument recorded in Book 212, Page 150,
And Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 19:

The West Michigan Lode Mining Claim, U. S. Mineral Survey No. 938, as described in U. S. Patent recorded in Book 102, Page 31,
Except that portion embraced in Survey Nos. 221 and No. 612, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 20:

The Mammoth Lode Mining Claim, U. S. Mineral Survey No. 259,
County of Gilpin, State of Colorado.

Parcel 21:

The Mammoth Lode Mining Claim, U. S. Mineral Survey No. 287, as described in U. S. Patent recorded in Book 82, Page 47,
Excepting all Houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements on the surface,
County of Gilpin, State of Colorado.

Parcel 22:

An Undivided 1/13th interest in and to:

The Mammoth Lode and Millsite, U. S. Mineral Survey No. 115, as described in Book 187, Page 432,

County of Gilpin, State of Colorado.

Parcel 23:

An undivided 1/13th interest in and to:

The Mammoth Lode Mining Claim, U. S. Mineral Survey No. 370, as described in U. S. Patent recorded June 7, 1929, in Book 187, Page 429,

Excepting therefrom any portion embraced in Survey Nos. 115 and 128, and Excepting and excluding all town property rights upon the surface and all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements upon the surface, as excepted in said Patent,

County of Gilpin, State of Colorado.

Parcel 24:

An undivided 4/13th interest in and to:

The Mammoth Lode Mining Claim, U. S. Mineral Survey No. 370, as described in U. S. Patent recorded June 7, 1929, in Book 187, Page 429,

Excepting therefrom any portion embraced in Survey Nos. 115 and 128, and Excepting and excluding all town property rights upon the surface and all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements upon the surface, as excepted in said Patent,

County of Gilpin, State of Colorado.

Parcel 25:

An undivided 4/13th interest in and to:

The Mammoth Lode and Millsite, U. S. Mineral Survey No. 115, as described in U. S. Patent recorded June 7, 1929, in Book 187, Page 425,

Excepting and excluding all town property rights upon the surface and all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements upon the surface, as excepted in said Patent,

County of Gilpin, State of Colorado.

Parcel 26:

The Mammoth Lode Mining Claim, U. S. Mineral Survey No. 371, as described in U. S. Patent recorded November 6, 1893, in Book 101, Page 41,

Excepting and excluding all town property rights upon the surface and all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements upon the surface, as excepted in said Patent,

County of Gilpin, State of Colorado.

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Parcel 27:

Mill Site 14, Black Hawk City Title, also known as Gregory Mill Site #237, and Mill Site 15, Black Hawk City Title,
Except those portions conveyed by Instruments recorded in Book 195, Page 487 and 391, Page 284,
And Except any portion lying within Highway 119,
And Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 28:

An undivided 4/13th interest in and to:
The Ernst Lode Mining Claim, Black Hawk City Title, as described in Book 219, Page 50,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 29:

An undivided 1/13th interest in and to:
The Ernst Lode Mining Claim, Black Hawk City Title, as described in Book 219, Page 50,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 30:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 256, as described in U. S. Patent recorded December 23, 1875, in Bok 58, Page 537,
Excepted and excluded all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 31:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 290, as described in U. S. Patent recorded in Book 340, Page 347,
County of Gilpin, State of Colorado.

Parcel 32:

The Bobtail Lode and Mill Site, U. S. Mineral Survey No. 215A and 215B, as described in U. S. Patent recorded in Book 340, Page 340,
County of Gilpin, State of Colorado.

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Parcel 33:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 341, as described in U. S. Patent recorded in Book 93, Page 165,
Excepting therefrom any portion embraced in Survey Nos. 97, 106 and 108, and excluding all houses, buildings, structures, lots, blocks, streets, alley or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 34:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 489, as described in U. S. Patent recorded May 14, 1881, in Book 76, Page 313,
County of Gilpin, State of Colorado.

Parcel 35:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 96, as described in U. S. Patent recorded September 9, 1873, in Book 56, Page 107,
County of Gilpin, State of Colorado.

Parcel 36:

The Bobtail Lode Mining Claim, U. S. Mineral Survey No. 108, as described in U. S. Patent recorded October 10, 1881, in Book 76, Page 478,
Excepting therefrom any portion embraced in Survey Nos. 97 and 106, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 37:

The Cook Lode Mining Claim, U. S. Mineral Survey No. 97, as described in U. S. Patent recorded in Book 340, Page 329,
County of Gilpin, State of Colorado.

Parcel 38:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 106, as described in U. S. Patent recorded July 17, 1893, in Book 103, Page 37,
Excepting therefrom any portion embraced in Survey No. 97, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 39:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 182, as described in U. S. Patent recorded in Book 82, Page 4.
County of Gilpin, State of Colorado.

Parcel 40:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 183, as described in U. S. Patent recorded in Book 82, Page 1,
County of Gilpin, State of Colorado.

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Parcel 41:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 184, as described in U. S. Patent recorded August 14, 1893, in Book 56, Page 81,
County of Gilpin, State of Colorado.

Parcel 42:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 185A, as described in U. S. Patent recorded April 10, 1874, in Book 56, Page 506,
County of Gilpin, State of Colorado.

Parcel 43:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 192, as described in U. S. Patent recorded September 17, 1891, in Book 101, Page 13,
County of Gilpin, State of Colorado.

Parcel 44:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 117, as described in U. S. Patent recorded in Book 340, Page 333,
County of Gilpin, State of Colorado.

Parcel 45:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 220, as described in U. S. Patent recorded December 10, 1874, in Book 58, Page 181,
County of Gilpin, State of Colorado.

Parcel 46:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 517, as described in U. S. Patent recorded April 15, 1880, in Book 71, Page 233,
County of Gilpin, State of Colorado.

Parcel 47:

The Fisk Lode Mining Claim, U. S. Mineral Survey No. 894, as described in U. S. Patent recorded September 17, 1891, in Book 102, Page 63,
Excepting therefrom any portion embraced in Survey Nos. 290 and 843, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 48:

Mineral Rights Only in and to: The Fisk Lode Mining Claim, U. S. Mineral Survey No. 313, as described in U. S. Patent recorded September 2, 1880, in Book 71, Page 459,
County of Gilpin, State of Colorado.

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Parcel 49:

The Fisk Lode and Mill Site Claims, U. S. Mineral Survey Nos. 186A and 186B, as described in U. S. Patent recorded January 28, 1874, in Book 56, Page 428,
Except that portion within Highway 119,
And Except any portion within Millsite 22, Black Hawk City Title,
And Except those portions conveyed by Deeds recorded in Book 556, Pages 321, 324 and 333,
County of Gilpin, State of Colorado.

Parcel 50:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 254, as described in U. S. Patent recorded May 10, 1907, in Book 162, Page 22,
Excepting therefrom any portion embraced in Survey No. 213, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 51:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 255, as described in U. S. Patent recorded in Book 58; Page 454,
excluding all houses, buildings, structures, lots, blocks, streets, alley or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 52:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 297, as described in U. S. Patent recorded August 20, 1880, in Book 71, Page 409,
County of Gilpin, State of Colorado.

Parcel 53:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 288, as described in U. S. Patent recorded August 20, 1880, in Book 71, Page 403,
Excepting and excluding all Town property rights upon the surface, and Excepted and excluded all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 54:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 265, as described in U. S. Patent recorded August 20, 1880, in Book 71, Page 396,
Excepting therefrom any portion embraced in Survey No. 258, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 55:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 773, as described in U. S. Patent recorded July 10, 1883, in Book 93, Page 145,
Excepting therefrom any portion embraced in Survey No. 237A, town property rights upon the surface and all houses, buildings, structures, lots, blocks, streets, alleys or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 56:

The Gregory Lode and Mill Site, U. S. Mineral Survey No. 212, as described in U. S. Patent recorded September 20, 1880, in Book 71, Page 475,
County of Gilpin, State of Colorado.

Parcel 57:

The Gregory Lode Mining Claim, U. S. Mineral Survey No. 237A, as described in U. S. Patent recorded June 19, 1882, in Bok 82, Page 194,
Excepting and excluding all town property rights upon the surface and excluding all houses, buildings, structures, lots, blocks, streets, alleys or other improvements upon the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 58:

The Warwick Lode Mining Claim, U. S. Mineral Survey No. 764, as described in U. S. Patent recorded in Book 93, Page 157,
Excepting therefrom any portion embraced in Survey Nos. 215, 256, 289, 489 and all houses, buildings structures, lots, blocks, streets, alleys or other municipal improvements on the surface, as excepted in said Patent,
County of Gilpin, State of Colorado.

Parcel 59:

The Minnie Lode Mining Claim, U. S. Mineral Survey No. 508, as described in U. S. Patent recorded in Book 340, Page 367,
County of Gilpin, State of Colorado.

Parcel 60:

The New Jersey Lode Mining Claim, U. S. Mineral Survey No. 6773,
County of Gilpin, State of Colorado/

Parcel 61:

An undivided 1/13th interest of an undivided 9/10th interest in and to:
The O'Neil Lode Mining Claim, U. S. Mineral Survey No. 7489, as described in U. S. Patent recorded in Book 103, Page 1,
County of Gilpin, State of Colorado.

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Parcel 62:

An undivided 4/13th interest of an undivided 9/10th interest in and to:
The O'Neil Lode Mining Claim, U. S. Mineral Survey No. 7489, as described in U. S. Patent
recorded in Book 103, Page 1,
County of Gilpin, State of Colorado.

Parcel 63:

The Pederson Lode Mining Claim, U. S. Mineral Survey No. 843, as described in U. S. Patent
recorded April 18, 1894, in Book 102, Page 110,
Excepting therefrom any portion embraced in Survey Nos. 117, 182 and 517, as excepted in said
Patent,
County of Gilpin, State of Colorado.

Parcel 64:

The Nemaha Lode Mining Claim, U. S. Mineral Survey No. 863, as described in U. S. Patent
recorded February 26, 1979, in Book 317, Page 498,
Excepting therefrom any portion embraced in Survey Nos. 489 and 665, as excepted in said
Patent,
County of Gilpin, State of Colorado.

Parcel 65:

The Cotton Lode Mining Claim, U. S. Mineral Survey No. 665, as described in U. S. Patent
recorded May 24, 1884, in Book 93, Page 497 and recorded in Book 317, Page 498,
Excepting therefrom any portion embraced in Survey Nos. 96, 417 and 489, as excepted in said
Patent,
County of Gilpin, State of Colorado.

Parcel 66:

The Plymouth Lode Mining Claim, U. S. Mineral Survey No. 876, as described in U. S. Patent
recorded in Book 393, Page 320,
Excepting therefrom that portion conveyed by Instrument recorded in 561, Page 159,
County of Gilpin, State of Colorado.

Parcel 67:

The Broadway Lode Mining Claim, U. S. Mineral Survey No. 658, as described in U. S. Patent
recorded October 2, 1888, in Book 98, Page 1,
Excepting therefrom any portion embraced in Survey Nos. 215, 764, 890 and 711, as excepted in
said Patent,
And except that portion conveyed by Deed recorded in Book 561, Page 159,
County of Gilpin, State of Colorado.

Parcel 68:

The Good Return Lode Mining Claim, U. S. Mineral Survey No. 908, as described in Patent recorded April 18, 1888, in Book 108, Page 428,
Excepting therefrom any portion embraced in Survey Nos. 96, 215, 353, 417, 489 and 875 and resurvey No. 658, as excepted in said Patent,
And Except that portion conveyed by Deed recorded in Book 561, Page 159,
County of Gilpin, State of Colorado.

Parcel 69:

The Mollie Stark Lode Mining Claim, U. S. Survey No. 710, as described in U. S. Patent recorded May 21, 1886, in Book 93, Page 527,
Excepting therefrom that portion embraced in Survey Nos. 606, 662 and 674, as excepted in said Patent
And except that portion conveyed by Deed recorded in Book 561, Page 159,
County of Gilpin, State of Colorado.

Parcel 70:

An undivided 7/8th interest in and to:
The IXL Lode Mining Claim, U. S. Mineral Survey No. 321, as described in U. S. Patent recorded in Book 76, Page 403,
County of Gilpin, State of Colorado.

Parcel 71:

The Waltham Lode Mining Claim, U. S. Mineral Survey No. 13397, as described in U. S. Patent recorded January 18, 1902, in Book 136, Page 86,
County of Gilpin, State of Colorado.

Parcel 72:

A tract lying between the Bobtail Lode Mining Claim, U. S. Mineral Survey No. 289, the Nemeha Lode Mining Claim, U. S. Mineral Survey No. 863, and the Cotton Lode Mining Claim, U. S. Mineral Survey No. 665, described as follows:
Beginning at Corner No. 2, Survey No. 289, Bobtail Lode; thence N. 73° E., 33 1/3 feet; thence N. 17° E., 10.4 feet; thence N. 73° E., 66 2/3 feet; thence S. 36° W., 84 feet; thence S. 17° E., 37 feet; thence N. 73° E., 72 feet; thence N. 17° W., 25 feet to the Place of Beginning,
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

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Parcel 73:

A tract lying between the Ground Hog Lode Mining Claim, U. S. Mineral Survey No. 1019, the New Jersey Lode Mining Claim, U. S. Mineral Survey No. 5773, the Fisk Lode Mining Claims, U. S. Mineral Survey Nos. 185, 220, 184 and 182, more particularly described as follows:
Beginning at Corner No. 1, Survey No. 184, Fisk Lode; thence northeasterly along the southerly side line of Fisk Lodes, Survey Nos. 183 and 184 to Corner No. 1 of Survey No. 185, Fisk Lode; thence northeasterly along the southerly side line of said Fisk Lode, Survey No. 185 to its intersection with the southerly side line of the Ground Hog Lode, Survey No. 1019; thence northeasterly along the southerly side line of said Ground Hog Lode, Survey No. 1019 to its intersection with the northerly side line of the New Jersey Lode, Survey No. 6773; thence southeasterly along the northerly side line of said New Jersey Lode, Survey No. 6773, to its intersection with the southerly side line of the Fisk Lode, Survey No. 182; thence northeasterly along the southerly side line of said Fisk Lode, Survey No. 182 to Corner No. 1 of Survey No. 184, Fisk Lode, the Place of Beginning,
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 74:

An irregular tract of land known as the Eastman Tract and as described in Instrument recorded in Book 166, Page 47,
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

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Gilpin County

Parcel 75:

A Tract lying between Cook & Minnie & Orion & Bobtail, described as follows:
Beginning at the northeast corner, Corner No. 4, of the Minnie Lode Mining Claim, U. S. Mineral Survey No. 508; thence southwesterly along the northerly side line of the Cook Lode Mining Claim, U. S. Mineral survey No. 97; thence Northeasterly along the southeasterly side line of said Cook Lode to its intersection with the southerly side line of the Bobtail Lode Mining Claim, U. S. Mineral Survey No. 108; thence northeasterly along the south side line of said Bobtail Lode to the intersection with the southerly side line of the Bobtail Lode, U. S. Mineral Survey No. 290 to the southeast corner of said Bobtail Lode, being Corner No. 4 of said Survey No. 290; thence northerly along the easterly end line of said Survey No. 290, Bobtail Lode, to its intersection with the westerly end line of Bobtail Lode, Survey No. 489; thence southeasterly along the westerly end line of said Bobtail Lode, Survey No. 489 to its intersection with the northwesterly side line of the Orion Lode, Survey No. 4975; thence southwesterly along the northwesterly side of said Orion Lode, Survey No. 7975, to its intersection with the easterly end line of the Minnie Lode, Survey No. 508; thence northwesterly along the easterly end line of the Minnie Lode, Survey No. 508 to Corner No. 4 of said Survey, being the Place of Beginning, City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 76:

A tract lying between the Ground Hog Lode Mining Claim, U. S. Mineral Survey No. 1019, the Fisk Lode Mining Claims, U. S. Mineral Survey Nos. 220, 184, 182, 217, the Pederson Lode Mining Claim, U. S. Mineral Survey No. 843 and the Parole Lode Mining Claim, U. S. Mineral Survey No. 4849, more particularly described as follows:

Beginning at Corner No. 1 of Survey No. 4849, Parole Lode; thence northwesterly along the easterly end line of said Parole Lode, Survey No. 4849 to its intersection with the southerly side line of the Ground Hog Lode, Survey No. 1019; thence northeasterly along the southerly side line of said Ground Hog Lode, Survey No. 1019 to its intersection with the northerly side line of the Fisk Lodes, Survey Nos. 220, 184 and 182 to Corner No. 4, Survey No. 517, Fisk Lode; thence southwesterly along the northerly side line of said Fisk Lode, Survey No. 517 to its intersection with the northerly side line of the Pederson Lode, Survey No. 843; thence southwesterly along the northerly side line of the Pederson Lode, Survey No. 843, to Corner No. 7 of said Survey; thence northwesterly along line 6-7 of said Pederson Lode, Survey No. 843 to its intersection with the southerly side line of the Parole Lode, Survey No. 4849; thence northeasterly along the southerly side line of said Parole Lode, Survey No. 4849 to Corner No. 1 of said Survey, the Place of Beginning,

Exclusive of conflict with Cooper Street,
City of Black Hawk,

Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

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Gilpin County

Parcel 77:

Lot 40x100 on which stands buildings known as the Fisk Office building and dwelling,
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession
held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at
Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Parcel 78:

3 Lots on East side of Bobtail and west side of Cooper AKA 3 Lots on Cooper, as described in
Instrument recorded in Book 61, Page 43,
Except any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession
held under existing laws, as shown in Patent to the City of Central, recorded in Book 62, Page
193,
County of Gilpin, State of Colorado.

Parcel 79:

Lot on W side of Cooper Gulch, as described in Deed recorded in Book 63, Page 303
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession
held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at
Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.

Excepting from all the above that portion, if any, conveyed to United States of America by Deed
recorded December 23, 1993, in Book 556, Page 321, and Amended Deed recorded July 18,
1994, in Book 567, Page 6,
And Except from all the above that portion, if any, conveyed to City of Black Hawk by Deed
recorded January 30, 1997, in Book 614, Page 398,
And Except from all the above that portion, if any, conveyed to City of Black Hawk by Deed
recorded January 30, 1997, in Book 614, Page 393,

ATTACHMENT 4

EXHIBIT A
LEGAL DESCRIPTION – SHEET 1 OF 2
PROPOSED LOT – SHEET 2 OF 2

EXHIBIT A

A PARCEL OF LAND, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTRAL, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A PARCEL OF LAND, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTRAL, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CITY STATION NO. 4B AS DESCRIBED IN BLACK HAWK CITY BOUNDARIES, RECORDED IN BOOK 557, PAGES 117-120 OF THE GILPIN COUNTY RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT 73.71 FEET, HAVING A RADIUS OF 228.54 FEET AND WHICH CHORD BEARS N 86°06'20" W, 73.39 FEET;
2. THENCE N 76°51'56" W, 60.95 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT 99.43 FEET, HAVING A RADIUS OF 382.00 FEET AND WHICH CHORD BEARS N 84°19'21" W, 99.15 FEET;
4. THENCE S 88°13'14" W, 160.77 FEET;
5. THENCE S 83°28'42" W, 25.72 FEET MORE OR LESS TO THE WESTERLY LINE OF THE GREGORY LODGE, SURVEY NO. 213;

THENCE ALONG SAID GREGORY LODGE THE FOLLOWING FOUR (4) COURSES:

1. N 53°22'00" E, 4.90 FEET;
2. THENCE N 89°21'00" W, 10.00 FEET;
3. THENCE N 19°24'00" E, 115.50 FEET;
4. THENCE S 82°35'00" E, 62.50 FEET MORE OR LESS TO THE COMMON LINE OF SAID SECTIONS 7 AND 12;

THENCE ALONG SAID SECTION LINE, N 00°15'49" E, 10.29 FEET; THENCE N 89°48'22" E, 173.61 FEET; THENCE S 69°12'31" E, 92.00 FEET; THENCE S 64°08'29" E, 95.84 FEET TO SAID BLACK HAWK CITY BOUNDARY;

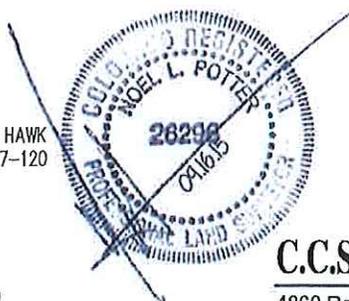
THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. S 50°57'00" W, 8.80 FEET;
2. THENCE S 15°57'00" W, 57.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.98 ACRES MORE OR LESS.

BEARINGS ARE BASED UPON THE DESCRIPTION OF BLACK HAWK CITY BOUNDARIES, DESCRIBED IN BOOK 557 AT PAGES 117-120 OF THE GILPIN COUNTY RECORDS.

NOTE:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, CO 80033
Phone: 303.403.4706

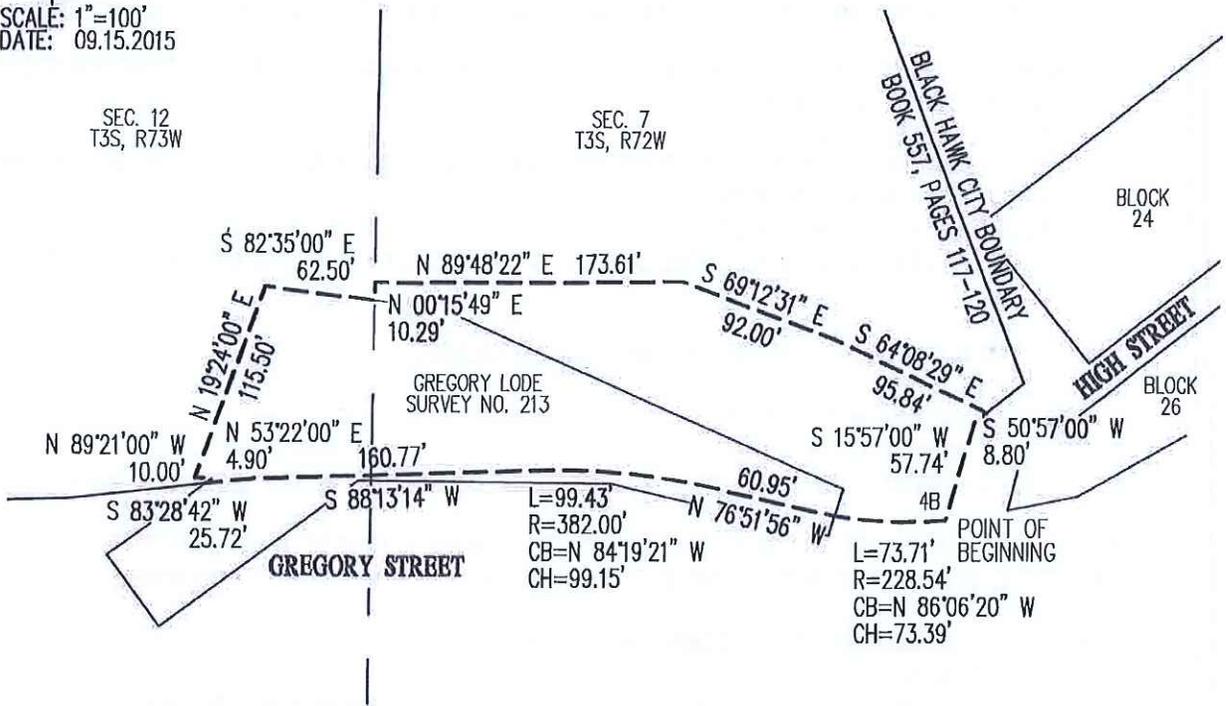
2893 N. Monroe Avenue
Loveland, CO 80538
Phone: 970.635.3031

EXHIBIT A

A PARCEL OF LAND, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTRAL, COUNTY OF GILPIN, STATE OF COLORADO



SCALE: 1"=100'
DATE: 09.15.2015



BEARINGS ARE BASED UPON THE DESCRIPTION OF BLACK HAWK CITY BOUNDARIES, DESCRIBED IN BOOK 557 AT PAGES 117-120 OF THE GILPIN COUNTY RECORDS.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

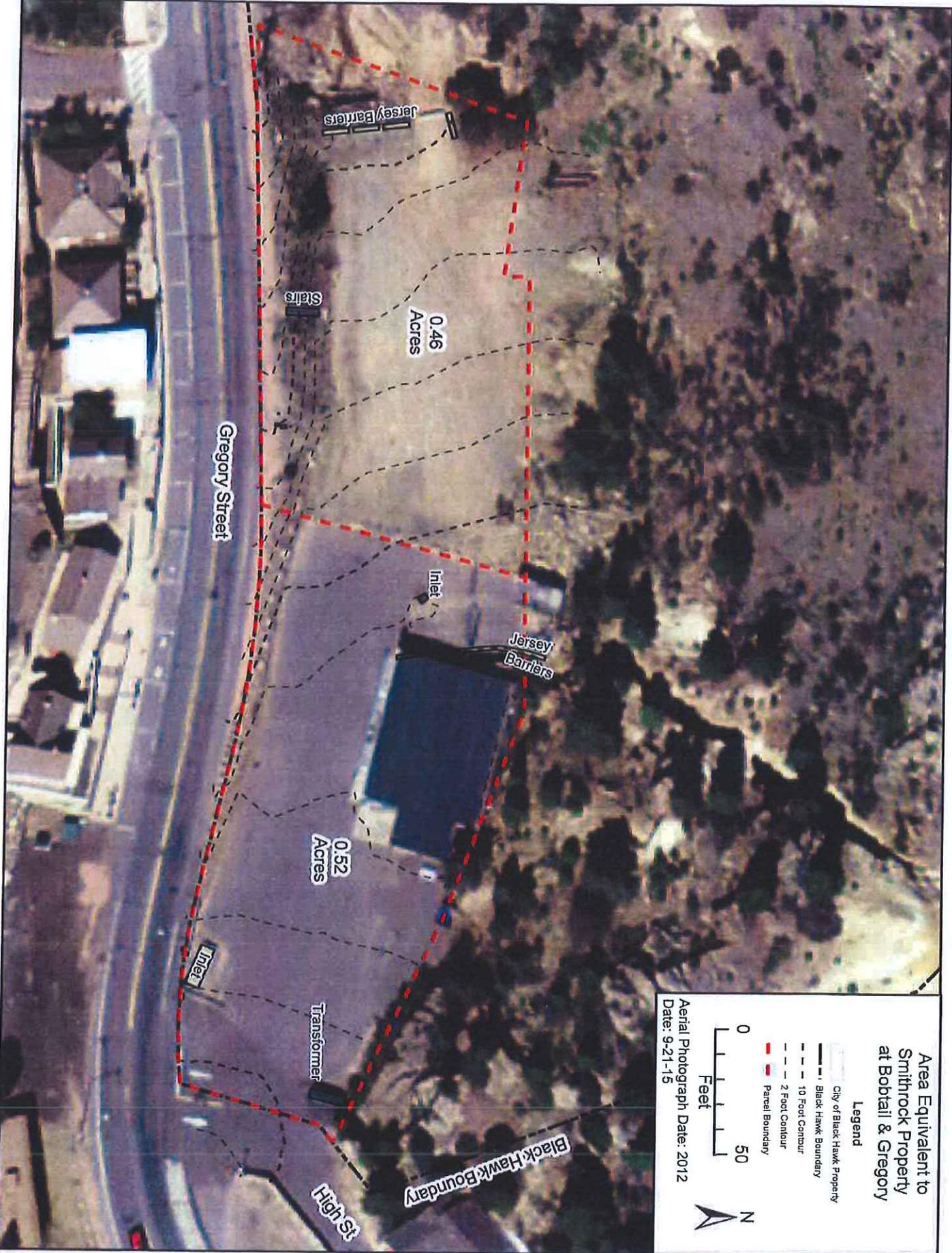
C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, CO 80033
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ATTACHMENT 5

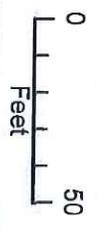
**AERIAL PHOTO – EXISTING SITE CONDITIONS
NOTE: MEDICAL CLINIC BUILDINGS NOW REMOVED**



Area Equivalent to
Smithrock Property
at Bobtail & Gregory

Legend

- City of Black Hawk Property
- Black Hawk Boundary
- 10 Foot Contour
- 2 Foot Contour
- Parcel Boundary



Aerial Photograph Date: 2012
Date: 9-21-15

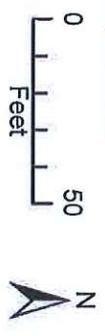
ATTACHMENT 6

AERIAL PHOTO OF PROPOSED PARKING LAYOUT

Area Equivalent to
Smithrock Property
at Bobtail & Gregory

Legend

-  Parcel Boundary
-  Black Hawk Boundary
-  Calvin Tract
-  Gregory 213
-  10 Foot Contour
-  2 Foot Contour



Aerial Photograph Date: 2012
Date: 10-7-15

