

# Memo

**To:** Council

**From:** Melody Harrison, Town Clerk

**Date:** January 11, 2013

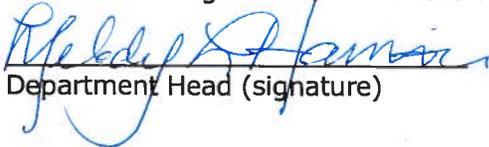
**Re:** Transfer of Optional Premises Liquor License from Lakota Canyon Ranch in Receivership d/b/a Lakota Canyon Ranch Golf Company- Golf Course Clubhouse for premises located at 1000 Clubhouse Dr. to Lakota Food and Beverage, LLC

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**Recommendation:** Staff recommends that Council approve the transfer of the Optional Premises Liquor License from Lakota Canyon Ranch in Receivership d/b/a Lakota Canyon Ranch Golf Company for premises located at 1000 Clubhouse Dr. to Lakota Food and Beverage, LLC. Lakota Food and Beverage initially submitted their application in August 2012 at which time they intended to serve alcohol in the temporary clubhouse facility that operates under a conditional use permit. Because the new owners of the golf course are currently making plans to build a new, permanent clubhouse, Lakota Food and Beverage has altered the plans to indicate a licensed premises on the golf course only. The plan is to locate a smaller, temporary clubhouse in another area to be determined while the permanent clubhouse is being built. Lakota Food and Beverage will come back to council at a future date to alter their license again to include the new temporary clubhouse building once it is set. See the enclosed letter and map from Lakota Canyon Ranch.

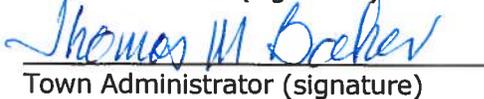
**Policy Implications:** The policy implication of Council's approving this license transfer application is that this business will continue to have the authority to sell malt, vinous and spirituous liquors for on-premises consumption.

**Budget Implications:** Transferring this optional premises license will allow this licensee to continue making sales for which the Town receives sales tax.

  
Department Head (signature)

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Finance Director (signature)

  
Town Administrator (signature)

no

Consultant needed at Council Meeting? Whom? Estimated meeting time cost, if known.

**Background:** The application, which is complete, was filed on August 28, 2012 and the appropriate fees have been paid. The drawing submitted accurately shows the licensed premises. The background check on Brandon Flaherty came back clear.



January 8<sup>th</sup>, 2013

Lakota Canyon Ranch Clubhouse Liquor License

Melody,

As you know Warrior Golf will be building a brand new clubhouse facility this spring. This means that the temporary facility we are in now will be removed from its location. The plan is to bring in a smaller temporary facility to be located across the parking lot from the current one. Until that time, we will be moving ALL liquor from the current temporary facility down to the recreation center for storage. Once we drop the new temporary facility, we will then apply to have our golf course liquor license amended to include the new temporary facility. We will then amend when the permanent structure is finished and operational.

Thank you for your time,

Ryan Parr  
General Manager  
Lakota Canyon Ranch & Golf Club  
970-984-9700 – Golf Shop  
970-984-0996 – Community Center  
[ryanparr@lakofacanyonranch.com](mailto:ryanparr@lakofacanyonranch.com)

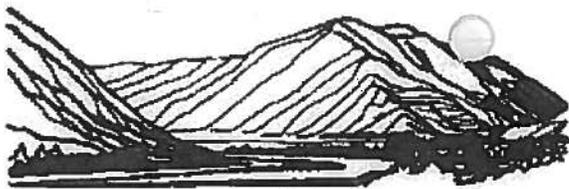
  
**LAKOTA CANYON RANCH**  
**DOLORE CLUB**  
 1000 CLUB HOUSE DRIVE • NEW CASTLE, COLORADO  
 970.984.0404 • FAX 970.984.3909

**RECEIVED**  
 JAN 08 2013  
 Town of  
 New Castle, CO



**PROJECT SITE PLAN**

The information and/or zoning requirements set for the site purposes of this plan are provided and are subject to change. The information is provided for informational purposes only. The information is not intended to constitute a contract. The information is provided for informational purposes only. The information is not intended to constitute a contract. The information is provided for informational purposes only. The information is not intended to constitute a contract.



"Burning Mountain" - 1888

**New Castle Police Department**  
450 West Main - Post Office Box 90  
New Castle, Colorado 81647  
(970) 984-2302

09/24/12

**RECEIVED**

SEP 25 2012

**Town of  
New Castle, CO**

To: Wendy Mead  
Deputy Town Clerk  
From: Chief Chris Sadler  
NCPD 601  
Re: Liquor License – License transfer Lakota Recreation Center and Golf Club

Dear Wendy,

I have reviewed the material submitted by Lakota Food and Beverage LLC and found the same issues and deficiencies which were present in the last transfer application pertaining to the properties in 2011. Therefore, I have attached a copy of the letter I submitted to you dated 05/11/11, which described these points in detail. The most glaring issue at this time would be the apparent expansion of the recreation center licensed premise as depicted and noted in the present application. It was my understanding the licensed premise would be transferred "as is" to the applicant, which would include only those areas previously approved and accepted in 2007 by council. Sketches of the accepted licensed premise are also attached to this document and are entitled "submitted 2007".

Approval of the transfer should be dependent on the following: understanding the licensed premises are as represented in the original 2007 paperwork; the applicant supplies council with a plan as to how alcohol will be controlled within and on the respective premises; the number of servers monitoring the respective premises are identified; and, the applicant agrees to adhere to the following list of requirements requested of all businesses dispensing alcohol within the limits of the Town of New Castle:

1. Management, and all employees tasked with dispensing alcohol are to be TIPS trained/certified. The initial certification is to be provided to the police department as well as the Town Clerk, prior to the service of alcohol. TIPS classes are to then be repeated yearly with associated certification forwarded to the PD and Town Clerk.
2. A notebook is to be kept behind the bar for the purpose of immediate employee documentation of any and all disturbances or incidents occurring on, or near the licensed premise. (names, description of subject, date, time, nature of incident, police called, etc.) This notebook is to be readily available to the police department upon request.
3. The applicant is responsible for the employment of security personnel to deter unruly criminal behavior in and around the premises. The number of personnel required should be determined by volume, at a rate of one per thirty patrons.
4. The applicant is responsible for the sidewalk in front of the establishment. All trash, cigarette butts or other waste should be cleaned from the sidewalk (and gutter) when necessary, and, at the end of each business day.
5. A telephone must be kept in working order at all times for employee use in case of emergency in an easily accessible location.
6. The occupancy load of the premise must be posted. The applicant will not allow the occupancy load to exceed the posted limit.

7. Doors should remain shut after sunset and at any time it is believed the noise level emanating from the interior of the establishment is, or is becoming, excessive. (such as live bands)

I have also attached a letter dated 08/25/11, which was sent to the previous management, describing illegal activity which was alleged to have occurred on the recreation center premises. New management should be aware of these illegal practices and avoid them.

Respectfully submitted,



Chief Chris Sadler

**RECEIVED**

21

DEPARTMENT USE ONLY

**AUG 28 2012 COLORADO LIQUOR  
 RETAIL LICENSE APPLICATION**

**Town of  
 New Castle, CO**

NEW LICENSE     TRANSFER OF OWNERSHIP     LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ ~~4025~~ **1525**
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a

<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

Lakota Food and Beverage, LLC	Fein Number 46-0858153
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2a. Trade Name of Establishment (DBA) Lakota Food and Beverage, LLC	State Sales Tax No. TBA	Business Telephone 949-699-2499
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3. Address of Premises (specify exact location of premises)  
1000 Clubhouse Dr

City New Castle	County Garfield	State CO	ZIP Code 81647-8507
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4. Mailing Address (Number and Street) 15 Mason	City or Town Irvine	State CA	ZIP Code 92618
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5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA) Lakota Canyon Ranch Golf and Resort	Present State License No. 42-92306-0001	Present Class of License 2040	Present Expiration Date 10/04/2012
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LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License .....	1985	<input type="checkbox"/>	Resort Complex License (City) .....
2302	<input type="checkbox"/>	Application Fee for New License - w/Concurrent Review .....	1986	<input type="checkbox"/>	Resort Complex License (County) .....
2310	<input checked="" type="checkbox"/>	Application Fee for Transfer .....	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X Total
			1990	<input type="checkbox"/>	Club License (City) .....
			1991	<input type="checkbox"/>	Club License (County) .....
			2010	<input type="checkbox"/>	Tavern License (City) .....
			2011	<input type="checkbox"/>	Tavern License (County) .....
			2012	<input type="checkbox"/>	Manager Registration - Tavern .....
			2020	<input type="checkbox"/>	Arts License (City) .....
			2021	<input type="checkbox"/>	Arts License (County) .....
			2030	<input type="checkbox"/>	Racetrack License (City) .....
			2031	<input type="checkbox"/>	Racetrack License (County) .....
			2040	<input checked="" type="checkbox"/>	Optional Premises License (City) .....
			2041	<input type="checkbox"/>	Optional Premises License (County) .....
			2045	<input type="checkbox"/>	Vintners Restaurant License (City) .....
			2046	<input type="checkbox"/>	Vintners Restaurant License (County) .....
			2220	<input type="checkbox"/>	Add Optional Premises to H & R .....
			2370	<input type="checkbox"/>	Master File Location Fee .....
			2375	<input type="checkbox"/>	Master File Background .....

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

**LIABILITY INFORMATION**

County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New License <b>2300-100 (999)</b>		Cash Fund Transfer License <b>2310-100 (999)</b>		<b>TOTAL</b>	
				<b>\$</b>	

## APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

**Instructions:** This check list 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.

### ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

#### I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

#### II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

#### III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

#### IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

#### V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

#### VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

#### VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

#### VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. 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

7. 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?    
 (b) had an alcohol beverage license suspended or revoked?    
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?    
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. 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.

9. 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?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. 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?  
 Ownership  Lease  Other (Explain in Detail)

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires

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". (Doesn't have to be to scale)

12. 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.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST

*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.*

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes No  
   
 Has a local ordinance or resolution authorizing optional premises been adopted?

Number of separate Optional Premises areas requested. \_\_\_\_\_ (See License Fee Chart)

14. **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? COPY MUST BE ATTACHED. Yes No

15. **Club Liquor License** applicants answer the following and attach:  
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No  
   
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? \_\_\_\_\_ (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?    
 (Three years required)

16. **Brew-Pub License or Vintner Restaurant Applicants** answer the following: Yes No  
   
 (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

17a. **Name of Manager (for all on-premises applicants)** Brendan Flaherty (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth  
08/11/59

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

18. **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? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS.** In addition applicant **must list** any stockholders, partners, or members with **OWNERSHIP OF 10% OR MORE IN THE APPLICANT.** ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Brendan Flaherty	25792 Nellie Gail Rd, Laguna Hills, CA 92653	08/11/59	MGR	100%

\*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

**Additional Documents to be submitted by type of entity**

- CORPORATION**     Cert. of Incorpor.     Cert. of Good Standing (if more than 2 yrs. old)     Cert. of Auth. (if a foreign corp.)  
 **PARTNERSHIP**     Partnership Agreement (General or Limited)     Husband and Wife partnership (no written agreement)  
 **LIMITED LIABILITY COMPANY**     Articles of Organization     Cert. of Authority (if foreign company)     Operating Agrmt.  
 **ASSOCIATION OR OTHER**    Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)	Address for Service
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**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 	Title OWNER/MANAGER	Date 08/24/2012
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)**

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.
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**THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:**

- That each person required to file DR 8404-I (Individual History Record) has:
- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | Yes                      | No                       |
| <input type="checkbox"/> Been fingerprinted .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input type="checkbox"/> | <input type="checkbox"/> |
- 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 .....
- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|
- (Check One)
- Date of Inspection or Anticipated Date \_\_\_\_\_
- 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	Title	Date
Signature (attest)	Title	Date

RECEIVED

COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
1375 Sherman St, Denver CO 80261  
September, 2005

AUG 28 2012

**AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE**  
New Castle, CO

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 31 day of August, 20 12.

**Seller:**

Cordes & Company as Receiver 42-92306-0001  
Licensee & License Number

Lakota Canyon Golf Company

Trade name

[Signature]

Signature

Managing Director  
Position

Michael Staheli

Print Name

**Buyer:**

LAKOTA FOOD AND BEVERAGE LLC  
Applicant

Trade name

[Signature]

Signature

OWNER/MANAGER WARRIOR ACC  
Position

BRENDAN FLAHERTY

Print Name

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AUG 28 2012

**INDIVIDUAL HISTORY RECORD**

Town of  
 Snow-Castle, CO

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.

1. Name of Business Lakota Food and Beverage LLC				
2. Your Full Name (last, first, middle) Flasherty, Brendan, Maurice			3. List any other names you have used.	
4. Mailing address (if different from residence) 15 Mason, Irvine, CA 92618				
5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).				
<b>STREET AND NUMBER</b>		<b>CITY, STATE, ZIP</b>	<b>FROM</b>	<b>TO</b>
Current 25792 Nellie Gail Rd		Laguna Hills, CA, 92653	2005	current
Previous				
6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)				
<b>NAME OF EMPLOYER OR BUSINESS</b>	<b>ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)</b>	<b>POSITION HELD</b>	<b>FROM</b>	<b>TO</b>
Warrior Acquistions, LLC	15, Mason, Irvine, CA, 92618	Owner/Manager	01/2007	Present
Warrior Custom Golf	15 Mason, Irvine, CA, 92618	President	12/1998	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
<b>NAME OF RELATIVE</b>	<b>RELATIONSHIP TO YOU</b>	<b>POSITION HELD</b>	<b>NAME OF LICENSEE</b>	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail. <div style="text-align:right"> <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No                 </div>				
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. <div style="text-align:right"> <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No                 </div>				

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 [REDACTED]		b. Social Security Number SSN [REDACTED]		c. Place of Birth Waterbury, CT		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 [REDACTED]	m. Weight [REDACTED]	n. Hair Color [REDACTED]	o. Eye Color [REDACTED]	p. Sex [REDACTED]	q. Race [REDACTED]	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [REDACTED]	

14. Financial Information.

a. Total purchase price \$ 65,000.00 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ \_\_\_\_\_

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$65,000.00

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

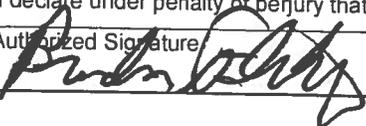
Type: Cash, Services or Equipment	Source	Amount
Cash	Warrior Acquisitions	\$65,000.00

d. 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 	Title OWNER/MANAGER	Date 08/27/2012
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**RECEIVED**

AUG 28 2012

**PAID MANAGEMENT AGREEMENT**

**Town of**  
~~Now This~~ **AGREEMENT** to be effective the 1st day of **SEPTEMBER, 2012** between **LAKOTA FOOD AND BEVERAGE LLC.** and **WARRIOR ACQUISITIONS, LLC.**

**RECITALS**

Whereas Warrior Acquisitions, LLC is the owner of Lakota Canyon Ranch and Golf Club which includes a restaurant facility; and,

Whereas, Lakota Food and Beverage. is the holder of a Liquor by the Alcohol License issued by the State of Colorado; and,

Whereas, the parties wish to come to an understanding as to the collection of proceeds from the sale of alcohol.

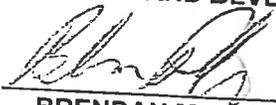
**NOW, THEREFORE,** in consideration of the mutual promises herein contained, the parties agree as follows:

1. Warrior Golf Capital, LLC, or its agents, shall continue to operate and manage the restaurant located at Lakota Canyon Ranch and Golf Club.

2. From the date of this Agreement and continuing until such time that an Alcohol Permit is issued to Lakota Food and Beverage, LLC, any and 50% of the proceeds from the sale of liquor and/or wine shall be paid to Warrior Acquisitions, LLC and 50% of the proceeds shall be paid to or retained by Lakota Food and Beverage, LLC for the payment of taxes and alcohol replenishment.

**IN WITNESS WHEREOF,** the parties hereto have caused this instrument to be executed on the day and year first above written.

**LAKOTA FOOD AND BEVERAGE LLC**

BY:   
**BRENDAN M. FLAHERTY, MANAGING MEMBER**

**WARRIOR ACQUISITIONS, LLC**

BY:   
**BRENDAN M. FLAHERTY, MANAGING MEMBER**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 8-24-12 before me, Adam J. Swick, Notary Public  
(Here insert name and title of the officer)

personally appeared Brendan M. Flaherty

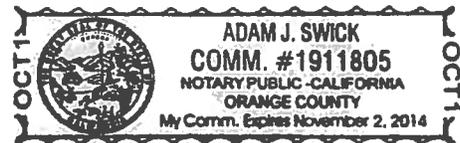
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Paid Management  
(Title or description of attached document)

Agreement  
(Title or description of attached document continued)

Number of Pages 1 Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

RECEIVED

E-Filed

Colorado Secretary of State  
Date and Time: 08/21/2012 12:00 PM  
ID Number: 20121450853

Document must be filed electronically  
Paper documents will not be accepted.

Document processing fee **Town of New Castle, CO** \$50.00  
Fees & forms/cover sheets are subject to change.

Document number: 20121450853  
Amount Paid: \$50.00

To access other information or print copies of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us) and select Business Center.

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

Lakota Food and Beverage, 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", "LLC", "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

1000 Club House Drive

*(Street number and name)*

New Castle

CO

81647

*(City)*

*(State)*

*(ZIP/Postal Code)*

United States

*(Province - if applicable)*

*(Country)*

Mailing address

*(leave blank if same as street address)*

c/o Warrior Acquisitions, LLC

*(Street number and name or Post Office Box information)*

15 Mason

Irvine

CA

92618

*(City)*

*(State)*

*(ZIP/Postal Code)*

United States

*(Province - if applicable)*

*(Country)*

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

Name

*(if an individual)*

Connor

Stephen

R

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

OR

*(if an entity)*

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

Street address

533 E. Hopkins Ave. FL3

*(Street number and name)*

Aspen

CO

81611

*(City)*

*(State)*

*(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)

Connor Stephen R  
(Last) (First) (Middle) (Suffix)

OR

(if an entity)

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

Mailing address

533 E. Hoplins Ave. FL3

(Street number and name or Post Office Box information)

Aspen CO 81611  
(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

Connor	Stephen	R	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
533 E Hopkins Ave FL3			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Aspen	CO	81611	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<small>(Province - if applicable)</small>	United States		<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).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

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

**Lakota Food and Beverage, LLC**

is a **Limited Liability Company** formed or registered on 08/21/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121450853.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/20/2012 that have been posted, and by documents delivered to this office electronically through 08/21/2012 @ 12:02:42.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 08/21/2012 @ 12:02:42 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8320511.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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

## OPERATING AGREEMENT

This Operating Agreement (the "Agreement") made and entered into this 27th day of August, 2012 (the "Execution Date"),

BY

Warrior Acquisitions, LLC of 15 Mason, Irvine, CA 92618

(the "Member").

### BACKGROUND

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the member within the limited liability company.

**IN CONSIDERATION OF** and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

#### Formation

1. By this Agreement the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Member will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided here.

#### Name

2. The name of the Company will be Lakota Food and Beverage, LLC.

#### Purpose

3. The purpose of this company is for the retail sale of alcohol.

#### Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

#### Place of Business

5. The Principal Office of the Company will be located at 1000 Club House Dr, New Castle, CO 81647 or such other place as the Members may from time to time designate.

6. The mailing address of the Principal Office of the Company will be 15 Mason, Irvine, CA 92618 or such other place as the Members may from time to time designate.

**Capital Contributions**

7. The following is a list of all Members and their Initial Capital Contributions to the Company. Each of the Members agree to make their Capital Contributions to the Company, full and on time, according to the following terms:

<b>Member</b>	<b>Contribution Description</b>	<b>Value of Contribution</b>	<b>Delivery Date</b>
Warrior Acquisitions, LLC	This member will provide the amount needed to purchase alcohol stock.	\$1,000.00	1 Sep 2012

**Distribution of Profits/Losses**

8. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

Warrior Acquisitions, LLC of 15 Mason, Irvine, CA 92618.

9. Distributions will be made according to the following schedule: The member reserves the right to distribute as needed.
10. Tax Allocations will be borne entirely by the sole Member:
- Warrior Acquisitions, LLC of 15 Mason, Irvine, CA 92618.
11. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

**Voting**

12. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

**Nature of Interest**

13. A Member's interest in the Company will be considered personal property, and will at no time be considered real property.

**Withdrawal of Contribution**

14. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

#### **Liability for Contribution**

15. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as described elsewhere in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of the remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

#### **Additional Contributions**

16. Capital Contributions may be amended from time to time, according to the requirements of the Company provided that the Members' interests are not affected, except with the unanimous consent of the Members. No Member will be required to make Additional Contributions. Whenever additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by business obligations, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case the allocation of Net Profits or Losses of the Company among all the Members may be adjusted to reflect the aggregate change in Capital Contributions by the Members.
17. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Resolution of such debts may have preference or priority over any other payments to Members as may be determined by a majority of the Members.

#### **Capital Accounts**

18. An individual capital account will be maintained for each Member and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

#### **Interest on Capital**

19. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

#### **Drawing Accounts**

20. An individual drawing account will be maintained for each Member. Each Member will be entitled to draw against their share of the profits in such amounts and at such time as will be agreed by the Members. The drawing account is a temporary account and is expected to have a debit balance if there have been any withdrawals. At the end of each accounting year, the drawing accounts are closed by transferring the debit balance to each Member's capital account.

#### **Compensation of Members for Services Rendered**

21. Members will be compensated by the Company for services rendered to or on behalf of the Company.

#### **Management**

22. Management of this Company is vested in the Members.

#### **Authority to Bind Company**

23. Only the following individuals have authority to bind the Company in contract: Brendan Flaherty.

#### **Duty of Loyalty**

24. No Member or Manager will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Company or that would be in direct conflict of interest to the Company. Any potential conflicts of interest will be deemed an Involuntary Withdrawal of the offending Member or Manager and may be treated accordingly by the remaining Members. A withdrawing Member or Manager will not carry on a similar business to the business of the Company within any established or contemplated market regions of the Company for a period of at least 30 Days after the date of withdrawal.

#### **Duty to Devote Time**

25. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company business.

#### **Member Meetings**

26. Member meetings will be held at the following address, or any other location that the Members may from time to time designate: 15 Mason, Irvine, CA 92618.
27. Any impending Member meeting will require 30 Days' notice be given to all Members.
28. A meeting may be called by any Member providing that appropriate notice has been provided to the other Members.

29. There must be at least 51.00% of the Members present at a meeting for any decisions to be binding. If the minimum number of Members are not present at the meeting, actions may still be taken by the present Members if prior written consent of the absent Members has been obtained.

#### **Admission of New Members**

30. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
31. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

#### **Dissociation of a Member**

32. Voluntary Withdrawal: No Member may voluntarily withdraw from the Company for a period of 30 Days from the execution date of this Agreement. After the expiration of this period, any Member (the "Dissociated Member") will have the right to voluntarily withdraw from the Company at the end of any fiscal year. Written notice of intention to withdraw must be served upon the remaining Members at least 30 Days prior to the fiscal year end. The withdrawal of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the Members will serve written notice of such election upon the withdrawing Member within thirty (30) days after receipt of the withdrawing Member's notice of intention to withdraw, including the purchase price and method and schedule of payment for the withdrawing Member's interest. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement. It remains incumbent on the withdrawing Member to exercise this right in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.
33. Involuntary Withdrawal: Events leading to the involuntary withdrawal of a Member (the "Dissociated Member") from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has wilfully or persistently committed a material breach of the Operating Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member. The withdrawal

of such Member will have no effect upon the continuance of the Company business. If the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's interest, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's interest will be determined as outlined in the Valuation of Interest section of this Agreement.

34. On any purchase and sale made pursuant to this section, a Dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. Immediately upon purchase of a withdrawing Member's interest, the Company will prepare, file, serve, and publish all notices required by law to protect the withdrawing Member from liability for future Company obligations. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.
35. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.

#### **Buyout Agreement**

36. In the event of a Member's interest in the Company becoming for sale, due to any reason, the remaining Members of the Company have a right of first purchase on the interest. The value of the interest in the Company will be determined as outlined in the Valuation of Interest section of this Agreement.

#### **Assignment of Interest**

37. Where a Member's financial interest in the Company is assigned to another party, that Member forfeits any duties and rights arising from their status as a Member and those duties and rights will not be passed to the acquiring party. Obligations to contribute are not negated by this forfeiture.

#### **Valuation of Interest**

38. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting procedures. This appraisal will be conducted by an independent accounting firm agreed to by all Members. An

appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. A withdrawing Member's interest will be in proportion to their profit and loss share in the Company, less any outstanding liabilities a Member may have to the Company. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.

39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

### **Dissolution**

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
  - b. in satisfaction of Company obligations to current Members to pay debts; and
  - c. to the Members in proportion to their profit and loss share in the Company.
42. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Company assets after liabilities or any insufficiency in Company assets in resolving liabilities under this section will be resolved by the Members in proportion to the profit and loss share of each Member as set out in this Agreement.

### **Records**

43. The Company will at all times maintain accurate records of the following:
- a. Information regarding the status of the business and the financial condition of the Company.
  - b. A copy of the Company federal, state, and local income taxes for each year (promptly after becoming available).
  - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of

attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.

- e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
44. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

#### **Books of Account**

45. Accurate and complete books of account of the transactions of the Company will be kept and at all reasonable times be available and open to inspection and examination by any Member. The Books of Account will be kept on the accrual basis method of accounting.

#### **Banking and Company Funds**

46. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Members as agreed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

#### **Audit**

47. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

#### **Fiscal Year End**

48. The fiscal year end of the Company is the 1st day of January.

#### **Tax Treatment**

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

#### **Annual Report**

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

### **Goodwill**

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting procedures.

### **Governing Law**

52. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

### **Arbitration**

53. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues will go to arbitration in accordance with the laws of the State of Colorado. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Colorado.

### **Force Majeure**

54. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

### **Forbidden Acts**

55. No Member may do any act in contravention of this Agreement.
56. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
57. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
58. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
59. No Member may confess a judgment against the Company.

60. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Member and may be treated accordingly by the remaining Members.

#### **Indemnification**

61. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

#### **Liability**

62. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

#### **Liability Insurance**

63. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

#### **Life Insurance**

64. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

#### **Amendment of Operating Agreement**

65. Amendments have to be brought to the committee 30 days before voting.
66. Amendment of this section or the Voting section will require the unanimous written consent of all Members.

#### **Title to Company Property**

67. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

#### **Miscellaneous**

68. Time is of the essence in this Agreement.

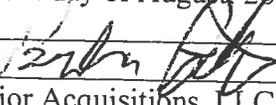
69. This Agreement may be executed in counterparts.
70. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
71. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
72. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
73. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
74. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
75. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

### **Definitions**

76. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
  - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
  - c. "Initial Contribution" means Capital Contributions made by any Member to acquire an interest in the Company.

- d. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles.
- e. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- f. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.

**IN WITNESS WHEREOF** the parties have duly affixed their signatures under hand and seal on this 27th day of August, 2012.

Per:  (Seal)  
Warrior Acquisitions, LLC (Member)