

**TOWN OF NEW CASTLE  
RESOLUTION NO. TC-2015-15**

**A Resolution of the Town Council of the Town of New Castle Regarding an Application from Lazy Bear Restaurant, Inc. dba Lazy Bear Restaurant for a Hotel and Restaurant Liquor License.**

WHEREAS, Lazy Bear Restaurant, Inc. dba Lazy Bear Restaurant (Applicant) has applied for a hotel and restaurant liquor license at 285 West Main Street, New Castle, Colorado; and

WHEREAS, the Town Council of the Town of New Castle opened a duly noticed public hearing on October 20, 2015, to consider the application; and

WHEREAS, the Town Council listened to testimony from staff, the Applicant, and members of the public concerning the application and also considered the written staff report from Town Clerk Harrison; and

WHEREAS, based on the contents of the application and the evidence presented during the public hearing, the Town Council makes the findings and decisions set forth below.

WHEREAS, the Town Council finds:

1. Within the previous 2 years, the Town Council has not denied an application for the same class of license at this location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets;
2. The Applicant is entitled to possession of the premises to be licensed by ownership, lease, rental, or other arrangement;
3. The sale of alcohol beverages at the premises is permitted under the zoning regulations applicable to the premises;
4. The building in which the alcohol beverages are to be sold is not located within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary;
5. The Applicant's officers, and members holding 10 percent or more interest in the Applicant, are of good moral character;
6. The reasonable requirements of the neighborhood for the type of license for which application has been made; the desires of the adult inhabitants; and the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration justify the granting of the license; and

WHEREAS, based on the application and the testimony, the Town Council desires to approve the application.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. Recitals. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.

2. Definition of the Application. The Application consists of the documents and information identified by the Town Clerk on Exhibit A, plus all representations of the Applicant reflected in the minutes of the Town Council public hearing on October 20, 2015.

3. Approval. The Town Council approves the Application.

Introduced, Read and Adopted at a regularly scheduled meeting of the Town Council of the Town of New Castle, Colorado, on October 20, 2015.

TOWN OF NEW CASTLE

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Bob Gordon, Mayor

ATTEST:

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Town Clerk Melody Harrison, CMC

**NOTICE OF PUBLIC HEARING  
New Castle Town Council**

**Date: October 20, 2015**

**Time: 7:00 PM**

**Place of hearing: New Castle Town Hall, 450 West  
Main Street, New Castle, CO**

**Brief description  
of application: Application for a Hotel &  
Restaurant Liquor License for  
Premises located at 285 W. Main  
Street, New Castle, CO**

**Applicant: Lazy Bear Restaurant, Inc.**

**Officers: Francisco Vasquez, 328 Dragonroot  
Drive, New Castle**

**All interested persons are invited to appear and state their views, protests or objections. If you cannot appear personally at such hearing, then you are urged to state your views by letter to the Town of New Castle, P.O. Box 90, New Castle, CO 81647.**

RECEIVED

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

AUG 21 2015

RECEIVED

**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<sup>st</sup> day of August, 20 15.

**Seller:**

Rolling Fork Grill LLC 4701592  
Licensee & License Number

Lazy Bear Restaurant  
Trade name

[Signature]  
Signature

owner  
Position

Jason Hagens  
Print Name

**Buyer:**

LAZY BEAR RESTAURANT INC  
Applicant

LAZY BEAR RESTAURANT  
Trade name

[Signature]  
Signature

Presidente  
Position

Francisco Javier Vasquez  
Print Name



## TOWN OF NEW CASTLE TEMPORARY ALCOHOLIC BEVERAGE PERMIT

Lazy Bear Restaurant  
285 W. Main Street  
328 Dragonroot Drive  
New Castle, Colorado 81647

Licensed Premises: 285 W. Main Street      Permit #: 15-TEMP-001

This certifies that having paid the required fee of \$100.00,  
Lazy Bear Restaurant  
has been granted Town of New Castle Temporary Permit Number 15-TEMP-001

To conduct business and sell malt, vinous and spirituous liquors for on-premises consumption in accordance with the Hotel and Restaurant Liquor License of Rolling Fork Grill LLC, for premises located at 285 W. Main Street, known as Lazy Bear Restaurant.

This temporary permit shall be valid until such time that the application to transfer ownership of the license to Lazy Bear Restaurant is granted or denied, or for one hundred twenty (120) days, whichever occurs first.

Such temporary permit may be cancelled, revoked or summarily suspended if the Town Council of New Castle or the Colorado Department of Revenue determines that there is probable cause to believe that Lazy Bear Restaurant has violated any provision of the Colorado Liquor Code or the Colorado Beer Code or has violated any rule or regulation adopted by the Town Council of New Castle or the Colorado Department of Revenue or has failed to truthfully disclose those matters required pursuant to the application forms required by the Colorado Department of Revenue.

Given under my hand and the seal of the Town of New Castle, August 26, 2015.



Town of New Castle

By: *Melody L. Harrison*  
Melody L. Harrison  
Town Clerk

This license must be posted in a conspicuous place at the license premises and is not transferrable

# Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership			
<ul style="list-style-type: none"> <li>• All answers must be printed in black ink or typewritten</li> <li>• Applicant must check the appropriate box(es)</li> <li>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a></li> <li>• Local License Fee \$ _____</li> </ul>			
1. Applicant is applying as a/an <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input 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 <u>Lazy Bear Restaurant Inc</u>		FEIN Number <u>47-4673816</u>	
2a. Trade Name of Establishment (DBA) <u>Lazy Bear Restaurant</u>		State Sales Tax Number <u>30132696</u>	Business Telephone <u>970 4011644</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>285 W Main St.</u>			
City <u>New Castle</u>	County <u>Garfield</u>	State <u>CO</u>	ZIP Code <u>81647</u>
4. Mailing Address (Number and Street) <u>328 Dragonroot Dr</u>		City or Town <u>New Castle</u>	State <u>CO</u>
5. Email Address <u>ae@impseg.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>Lazy Bear Restaurant</u>		Present State License Number <u>4701592</u>	Present Class of License <u>Hotel and Restaurant City</u>
		Present Expiration Date <u>07/01/2016</u>	
<b>Section A</b>		<b>Section B (Cont.)</b>	
<b>Nonrefundable Application Fees</b>		<b>Liquor License Fees</b>	
<input type="checkbox"/> Application Fee for New License..... \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review..... \$ 700.00 <input checked="" 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 type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <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 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	
<b>Section B</b>			
<b>Liquor License Fees</b>			
<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 checked="" 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			
<b>Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
<b>Liability Information</b>			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total <u>\$ 1100.00</u>

## 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](http://www.colorado.gov/enforcement/liquor) for more information**

<b>Items submitted, please check all appropriate boxes completed or documents submitted</b>	
<b>I.</b>	<b>Applicant information</b> <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 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
<b>II.</b>	<b>Diagram of the premises</b> <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <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 checked="" 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)
<b>IV.</b>	<b>Background information and financial documents</b> <input 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)
<b>V.</b>	<b>Sole proprietor / husband and wife partnership</b> <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input checked="" 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)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <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)
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
<b>IX.</b>	<b>Manager registration for hotel and restaurant, tavern licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" 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"/>		
	Waiver by local ordinance?	<input type="checkbox"/>		
	Other: _____	<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	<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 checked="" type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Samuel P. Garcia & Leticia Garcia	Tenant Francisco J. Vasquez	Expires 08/31/2017		
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	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? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
Number of additional Optional Premise areas requested. (See license fee chart) <input style="width:50px;" type="text"/>				
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? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
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? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
(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? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
(c) How long has the club been incorporated? <input style="width:50px;" type="text"/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
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) <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
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 Vasquez	First Name of Manager Francisco J.	Date of Birth 02/13/75		
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. <span style="float:right;"><input checked="" type="checkbox"/> <input type="checkbox"/></span>				
Name Las Margaritas LLC, d.b.a. Las Margaritas Mexican Restaurant	Type of License Hotel Restaurant (City)	Account Number 42969600000		
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? <span style="float:right;"><input type="checkbox"/> <input checked="" type="checkbox"/></span>				
If yes, provide an explanation and include copies of any payment agreements				



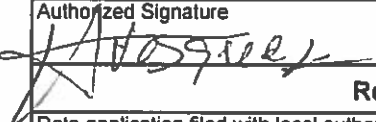
20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All 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
Francisca J. Vasquez	328 Dragonwood Dr. New Castle, CO 81647	02/13/75	President	100.00
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 	Printed Name and Title Francisca J. Vasquez, President	Date 08/21/15
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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:

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	Date
Signature (attest)	Print	Title	Date

Instructions: Please print this document for your records.

# COLORADO BUSINESS EXPRESS

## COLORADO DEPT OF REVENUE

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

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

### Filing Information

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Your filing information is as follows:

**Date:** 08/19/2015 10:29

**Name:** Lazy Bear Restaurant Inc

**Address:** 285 W Main St  
New Castle, CO 81647-6401

**Sales Tax Account Number:** 30132696

**Sales Tax Filing Frequency:** \$300/month or more (Monthly)

**Wage Withholding Account Number:** 30132696

**Wage Withholding Filing Frequency:** \$1-\$6,999/Year - Quarterly

### Websites

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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)

**Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)

**Colorado Department of Revenue Online Customer Support Site:**  
[revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)

**File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)

**Register to pay by EFT:** [www.colorado.gov/revenue/eft](http://www.colorado.gov/revenue/eft)

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

Instructions: Please print this document for your records.

# COLORADO BUSINESS EXPRESS

## COLORADO DEPT OF LABOR AND EMPLOYMENT

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Your UI Account Number and UI Premium Combined Rate are provided below. Please note that the rate information provided in this document **assumes your Qualifying Date for liability is in the current calendar year**, and that this rate information is **subject to change upon review of your industry classification**. For more details on UI premium rates for new employers, please visit our Employer Premium Rates web page by going to [www.colorado.gov/cdle/ui](http://www.colorado.gov/cdle/ui); click on Businesses & Employers; then click on Information; then click on Employer Premium Rates.

### Account Activation

Your account will be available for further online processing within one or two days, depending on the day and time of your online registration. Your information enters into our system through a batch process that runs each weeknight, except holidays.

Colorado Workers' Compensation Act.

The Colorado Workers' Compensation Act requires all public and private employers in Colorado, with limited exceptions, to carry workers' compensation coverage for their employees. If you have not already done so, please contact your insurance agent to secure workers' compensation insurance. If you have any questions concerning workers' compensation, please contact our Customer Service Unit at 303-318-8700.

### Feedback

We appreciate your comments. E-mail us at [employer.services@state.co.us](mailto:employer.services@state.co.us).

### Filing Information

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Your filing information is as follows:

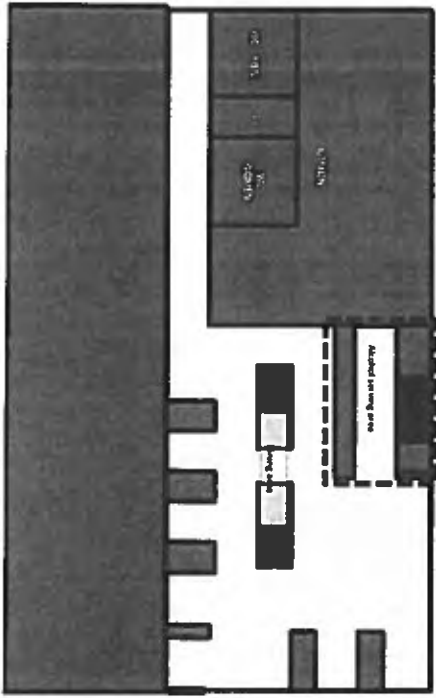
**Date:** 08/19/2015 10:29  
**Business Name:** Lazy Bear Restaurant Inc  
**Address:** 285 W Main St  
New Castle, CO 81647-6401  
**UI Account Number:** 849299.00-1  
**UI Premium Base Rate:** 0.01700  
**UI Bond Principal Rate:** 0.00430  
**UI Premium Combined Rate:** 0.02130

### Websites

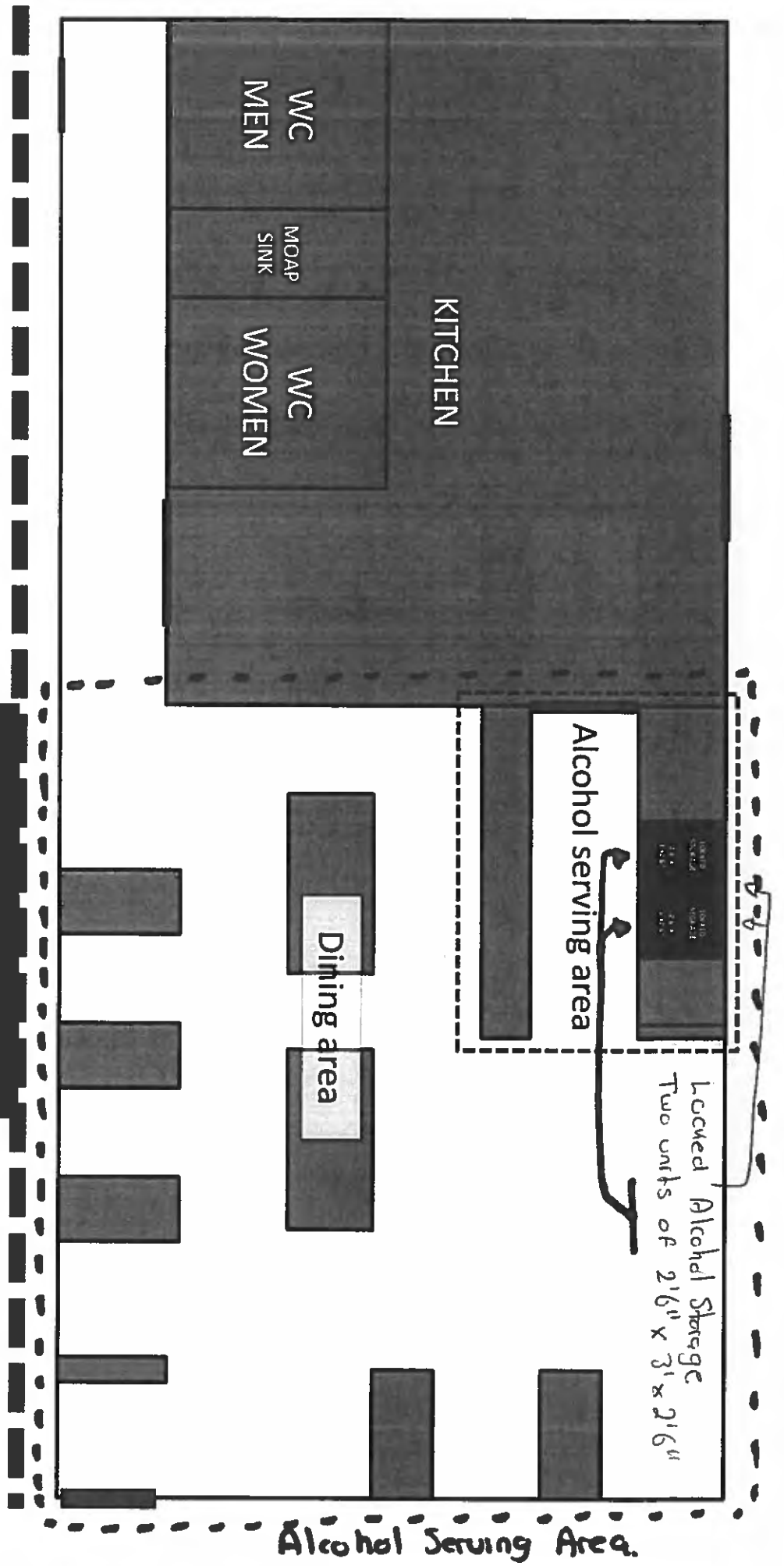
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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)

**Colorado Department of Labor and Employment:** [www.colorado.gov/cdle](http://www.colorado.gov/cdle)



285 W. Main Street,  
New Castle, CO 81647



## REAL STATE LEASE

This Lease Agreement (this "Lease") is dated September 01, 2015 by and between SAMUEL LETICA GARCIA ("Landlord"), and FRANCISCO JAVIER VASQUEZ, LAZY BEAR RESTAURANT INC, D.B.A. LAZY BEAR RESTAURANT ("Tenant"). The parties agree as follows.

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1,010 square foot restaurant purposes (the "Premises") located at 285 w Main st, New Castle, Colorado 81647.

**TERM.** The lease term will begin on September 01, 2015 and will terminate on August 31, 2017. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and "Broom Cleaned" conditions as of the commencement date of the Lease, acceptable to Landlord's designated representative.

**TRIPLE NET LEASE.** This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by Tenant to or on behalf of Landlord under the terms hereof, are to be free and clear of any impositions, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon and proportionate share of real property taxes, all risk and earthquake insurance, and common area maintenance expenses. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determinate by Landlord of all charges jointly metered with other Premises.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly 2,120.<sup>00</sup> payable in advance on the first day of each month, for a total lease payment 2,120.<sup>05</sup> Lease payments shall be made to the Landlord at WELLS FARGO BANK. BK INVESTMENT LLC acct# 1952875340, Colorado \_\_\_\_\_, which address may be changed from time to time by the Landlord.

**ESTIMATED PAYMENTS.** Tenant shall be notified by Landlord of Estimated Payments for taxes, insurance, maintenance of the landscaping and parking lot, and landscaping and parking lot utilities and services from time to time. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the Term. The Estimated payments may be

increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$2,170.<sup>00</sup> held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for restaurant. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**ALTERATIONS.** Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 15 days notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

**COST OF ALTERATIONS.** Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

**FURNISHINGS.** The following furnishings will be provided: see photos. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

**DAMAGES.** Any damages to the following items of property located in or on the premises will result in a charge to the Tenant as indicated herein:

Item	Charge
replace or paid on full for damage itms	\$ _____

**PROPERTY INSURANCE.** Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than \$1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of two years per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$2,250.00 per month.

**MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes" shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**TERMINATION CLAUSE.** Tenant may, upon 60 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 6 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all rent due up to the termination day.

**MILITARY TERMINATION CLAUSE.** In the event, the Tenant is, or hereafter becomes, a



member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days days (or any other obligation within 10 days days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For each payment that is not paid within 5 days days after its due date, Tenant shall pay a late fee of \$50.00 per day, beginning with the day after the due date.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$40.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant

covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole discretion.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of State of Colorado.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER .** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon a inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**SIGNATURES AND NOTICE.** This Lease shall be signed by the followings parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:


**LANDLORD:**

SAMUEL LETICIA GARCIA  
P.O. BOX 109  
NEW CASTLE, Colorado 81647

**TENANT:**

FRANCISCO JAVIER VASQUEZ  
LAZY BEAR RESTAURANT INC, D.B.A. LAZY BEAR RESTAURANT

**LANDLORD:**

  
Date: August 20, 2015  
SAMUEL LETICIA GARCIA

**TENANT:**

  
Date August 20, 2015  
FRANCISCO JAVIER VASQUEZ, LAZY BEAR RESTAURANT INC, D.B.A. LAZY BEAR  
RESTAURANT



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 07-31-2015

Employer Identification Number:  
47-4673816

Form: SS-4

Number of this notice: CP 575 A

LAZY BEAR RESTAURANT INC  
LAZY BEAR RESTAURANT  
328 DRAGONROOT DR  
NEW CASTLE, CO 81647

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4673816. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2015
Form 940	01/31/2016
Form 1120	03/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 07-31-2015  
EMPLOYER IDENTIFICATION NUMBER: 47-4673816  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

LAZY BEAR RESTAURANT INC  
LAZY BEAR RESTAURANT  
328 DRAGONROOT DR  
NEW CASTLE, CO 81647



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](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 07/31/2015 11:46 AM  
 ID Number: 20151498805  
 Document number: 20151498805  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Profit Corporation**  
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Lazy Bear Restaurant Inc

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

2. The principal office address of the corporation's initial principal office is

Street address 285 W MAIN  
(Street number and name)

NEW CASTLE CO 81647  
(City) (State) (ZIP/Postal Code)

United States  
(Country)

Mailing address 328 DRAGONROOT DR  
 (leave blank if same as street address) (Street number and name or Post Office Box information)

NEW CASTLE CO 81647  
(City) (State) (ZIP/Postal Code)

United States  
(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name (if an individual) VASQUEZ FRANCISCO J  
(Last) (First) (Middle) (Suffix)

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

Street address 328 DRAGONROOT DR  
(Street number and name)

NEW CASTLE CO 81647  
(City) (State) (ZIP/Postal Code)

Mailing address (leave blank if same as street address)  
(Street number and name or Post Office Box information)

CO  
(State) (ZIP/Postal Code)



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

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

4. The true name and mailing address of the incorporator are

Name  
(if an individual) VASQUEZ FRANCISCO J  
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 328 DRAGONROOT DR  
(Street number and name or Post Office Box information)

NEW CASTLE CO 81647  
(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 corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 1,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (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.

7. (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.

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

ESTEBAN                      ABEL  
*(Last)*                              *(First)*                              *(Middle)*                              *(Suffix)*  
401 27TH STREET, STE 225  
*(Street number and name or Post Office Box information)*  
GLENWOOD SPRINGS                      CO                      81601  
*(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 )*

- 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).



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](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 07/31/2015 11:54 AM  
 ID Number: 20151498862  
 Document number: 20151498862  
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Trade Name of a Reporting Entity**  
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20151498805</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Lazy Bear Restaurant Inc</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Lazy Bear Restaurant

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Full service restaurant

4. *(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.

5. *(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 are \_\_\_\_\_  
*(mm/dd/yyyy hour:minute am/pm)*

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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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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ESTEBAN ABEL  
(Last) (First) (Middle) (Suffix)  
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(Street number and name or Post Office Box information)  
GLENWOOD SPRINGS CO 81601  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

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OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Lazy Bear Restaurant Inc**

is a **Corporation** formed or registered on 07/31/2015 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 20151498805.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/20/2015 that have been posted, and by documents delivered to this office electronically through 08/21/2015 @ 12:32:19.

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 08/21/2015 @ 12:32:19 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9283830.



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/hi/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."*

**LAZY BEAR RESTAURANT INC**  
**DBA Lazy Bear Restaurant**  
**CORPORATION OFFICERS, DIRECTORS AND STOCK HOLDERS**

<b>Title</b>	<b>Name</b>	<b>Address</b>
<b>President</b>	Francisco J. Vasquez	328 Dragonroot Dr New Castle, Co 81647
<b>Vicepresident</b>	Francisco J. Vasquez	328 Dragonroot Dr New Castle, Co 81647
<b>Secretary</b>	Francisco J. Vasquez	328 Dragonroot Dr New Castle, Co 81647
<b>Principal Agent</b>	Francisco J. Vasquez	328 Dragonroot Dr New Castle, Co 81647
<b>Principal Officer</b>	Francisco J. Vasquez	328 Dragonroot Dr New Castle, Co 81647
<b>Shareholder</b>	Francisco J. Vasquez Stocks: 100.00%	328 Dragonroot Dr New Castle, Co 81647