

Colorado Liquor Retail License Application

Office copy

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only

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

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other

 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
Z Golf Food & Beverage Services LLC
FEIN Number
77-0528139

2a. Trade Name of Establishment (DBA)
 State Sales Tax Number
 Business Telephone
Wedgewood Weddings at Mountain View Ranch, Willows
 30082667
 303-838-4162

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
11853 S. Elk Creek Rd

City Pine	County Park	State CD	ZIP Code 80470
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4. Mailing Address (Number and Street) 43385 Business Park Dr #229	City or Town Temecula	State CA	ZIP Code 92590
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5. Email Address
mountainviewGM@WedgewoodWeddings.com

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

Present Trade Name of Establishment (DBA) N/A	Present State License Number	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License\$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1750.00 <input type="checkbox"/> Application Fee for Transfer\$1550.00	<input checked="" type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input checked="" type="checkbox"/> Manager Registration - Lodging & Entertainment\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input checked="" type="checkbox"/> Master File Location Fee\$50.00 X <u>1</u> Total <u>\$500</u> <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____
Section B Liquor License Fees	
<input type="checkbox"/> Add Optional Premises to H & R\$200.00 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"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State)\$500.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City)\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00	<input type="checkbox"/> Optional Premises License (City)\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Race Track License (City)\$500.00 <input type="checkbox"/> Race Track 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"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00 <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-Additional (City)\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City)\$227.50 <input type="checkbox"/> Retail Liquor Store (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

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

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

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

Application Documents Checklist and Worksheet

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

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

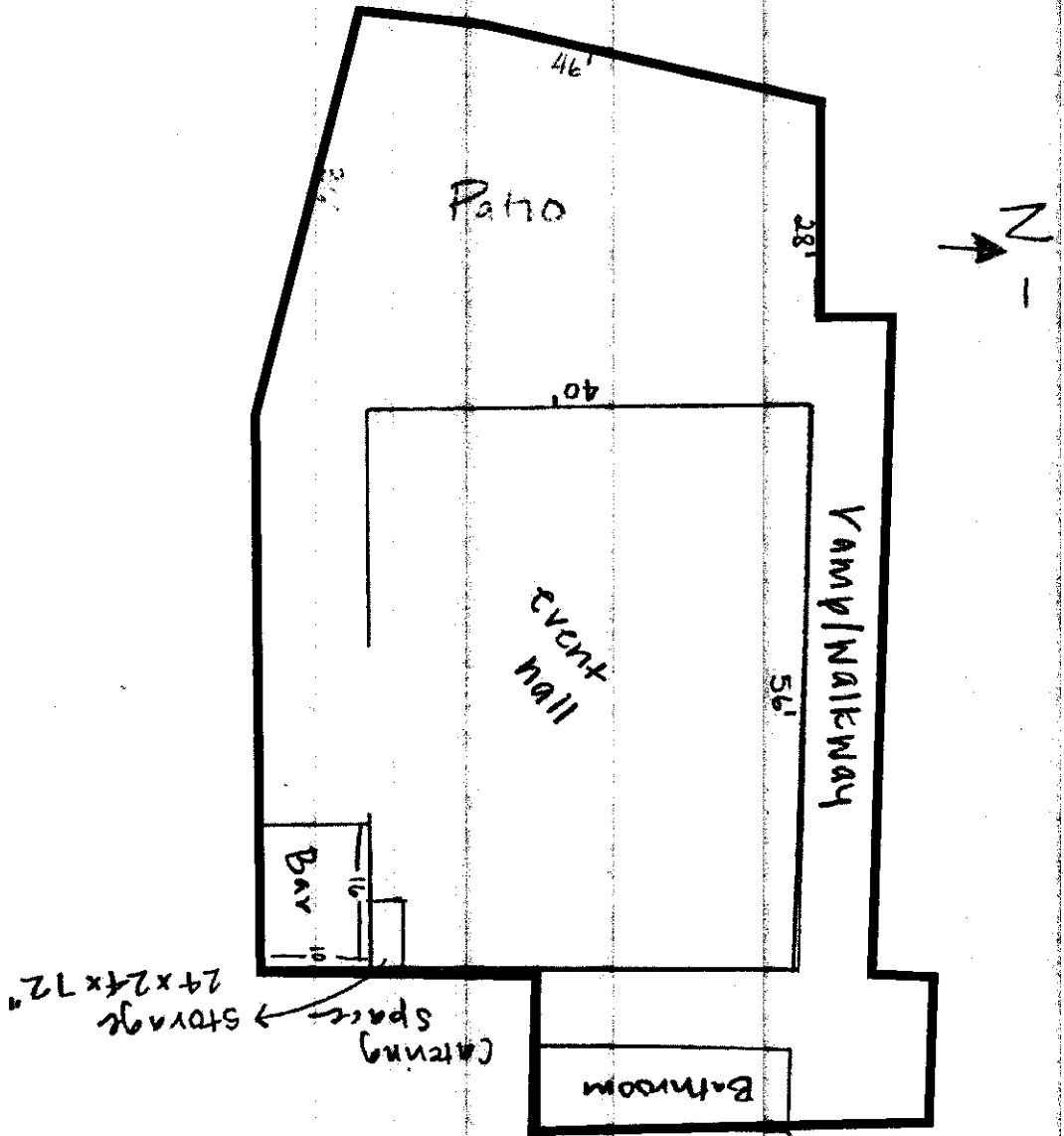
Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority <input type="checkbox"/> F. All sections of the application need to be completed
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation date stamped by the Colorado Secretary of State's Office <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input 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
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number		
Z Golf Food & Beverage Services LLC	L&E (County)			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
	Waiver by local ordinance?	<input type="checkbox"/> <input type="checkbox"/>		
	Other _____			
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	N/A	<input type="checkbox"/> <input type="checkbox"/>		
13b. Are you a Colorado resident?	N/A	<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
	Please see Attachment A.			
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
Vera and Drayton Dunwody	Z Golf Food & Beverage Services LLC	12/31/2022		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
None				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?			N/A	<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:			N/A	<input type="checkbox"/> <input type="checkbox"/>
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation			N/A	<input type="checkbox"/> <input type="checkbox"/>
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?			<input type="checkbox"/> <input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?			<input type="checkbox"/> <input type="checkbox"/>	
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?			<input type="checkbox"/> <input type="checkbox"/>	
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:			N/A	<input type="checkbox"/> <input type="checkbox"/>
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				

Name Z Golf Food & Beverage Services LLC		Type of License L&E (County)	Account Number	
21. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?			N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
(b) Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				<input type="checkbox"/> <input type="checkbox"/>
22. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Worthington		First Name of Manager Anna		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
				<input type="checkbox"/> <input checked="" type="checkbox"/>
24. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.			N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager N/A		First Name of Manager		
25. Tax Distraint Information. Does the applicant or any other person listed on this application 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.				
				<input type="checkbox"/> <input checked="" type="checkbox"/>
26. 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 John W. Zaruka	Home Address, City & State 2067 Alborada Dr, Camarillo, CA 93010	DOB 07/30/51	Position Manager	%Owned 0
Name William J. Zaruka	Home Address, City & State 41246 Cresta Verde Ct, Temecula, CA 92592	DOB 08/15/76	Position Manager	%Owned 0
Name Erik E. Maurer	Home Address, City & State 816 Ouilmette Ln, Wilmette, IL 60091	DOB 01/19/71	Position Fund Manager	%Owned 0
Name Brett P. Holcomb	Home Address, City & State 815 Oakwood Ave, Wilmette, IL 60091	DOB 07/26/79	Position Fund Manager	%Owned 0
Name Wedgewood Intermediate Holdings Corporation	Home Address, City & State 4338 Business Park Dr, Temecula, CA 92590	DOB N/A	Position Sole Member	%Owned 100%
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:				
<input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				

Name	CHINA VILLAGE CHINESE RESTAURANT	Type of License	H&R LIQUOR	Account Number	
Oath Of Applicant					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature		Printed Name and Title	YING SONG, President	Date	2/13/18
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)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-1 (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date <u>April 2018 week of 16th</u> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?					<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County		
Park		719-836-4222			
Signature		Print	MIKE BRAZZA	Title	Commissioner
					Date 3/22/18
Signature		Print	Dolores A Green	Title	Clerk & Recorder
					Date 5 Mar 18

Wedgewood Weddings at Mountain View Ranch, Willows
11853 S. Elk Creek Rd, Pine, CO 80470
Park County - L&E License



RESTAURANT CONCESSIONS AND LEASE AGREEMENT

This Restaurant Concessions and Lease Agreement ("Lease") dated November 10, 2017 ("Execution Date") is made by and between Vera and Drayton Dunwoody, ("Landlord") and Z Goff Food & Beverage Services, LLC, a California limited liability company, d/b/a Wedgewood ("Tenant").

ARTICLE 1- REAL PROPERTY, BUILDING AND PREMISES

1.1 **Leased Premises.** Landlord owns certain real property and improvements in Jefferson and Park Counties, Colorado commonly known as the Lower Lake Ranch (the "Real Property") which includes the Buildings (as defined below) together with any alterations made thereto (defined as any minor or substantial change to the design, appearance or other change caused by an overt act of a party to this Lease to the Real Property, Building or Premises, an "Alteration"). Upon and subject to the terms, covenants and conditions set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the portion of the Real Property as depicted on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Premises"). Tenant may use the common sidewalks, driveways, parking lots, loading docks, restrooms, lobbies, stairs and other common areas of the Real Property, but such use shall be nonexclusive and subject to such reasonable, non-discriminatory rules and regulations as Landlord may make from time-to-time. The "Building" shall mean collectively, the Sales Building (as shown on Exhibit A), the Willows Building (as shown on Exhibit A) and the Creekside Building (as shown on Exhibit A).

1.2 **Condition of Premises.** Except as specifically set forth in this Lease, Tenant shall accept the Premises, the Building and the Real Property in their "AS-IS" condition as of the Commencement Date. Tenant also acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises, the Building, the Real Property or the existing furniture, fixtures, equipment and personal property within the Premises (including the condition, quality, fitness, suitability or usability thereof). Tenant's furniture, fixtures, equipment and personal property within the Premises is referred to as "Tenant Property."

ARTICLE 2- LEASE TERM

2.1 **Lease Term.** The initial term of this Lease shall be for a period commencing on January 1, 2018 (the "Commencement Date") and expiring on December 31, 2022 (the "Expiration Date") (with any extensions or renewals thereof, the "Lease Term"). The terms and provisions of this Lease shall be effective as of the Commencement Date. The "Lease Year" shall be defined as each twelve-consecutive month through the Lease Term, beginning on the Commencement Date and each anniversary thereof. "Summer Months," shall be defined as the time from April 1 to October 31 of each Lease Year. "Winter Months," shall be defined as the time from November 1 to March 31 of each Lease Year.

2.2 **Extension Options.** Landlord hereby grants to Tenant two (2) options (the "Extension Option") to extend the Lease Term on each option for a period of Five (5) years (the "Option Terms"). If Tenant desires to exercise the Extension Option, Tenant must deliver written notice (the "Exercise Notice") to Landlord of such exercise not later than 180 days prior to the Expiration Date. Upon the proper and timely exercise of the Extension Option, the Lease Term shall be extended for the Option Term upon all of the same terms and conditions as applicable during the initial Lease Term. Notwithstanding the foregoing, at Landlord's option, in addition to any other remedies available to Landlord under this Lease, at law and/or in equity, the Extension Option shall not be deemed properly exercised if as of the date of delivery of the Exercise Notice by Tenant, Tenant is in default under this Lease beyond any applicable notice and cure period.

2.3 **Event Sales Upon Lease Execution.** Upon execution of this Lease, Tenant will begin all sales and marketing functions with dates of said events to start April 1, 2018 until the Expiration Date. Landlord agrees to make available to Tenant a sales office at 11883 S. Elk Creek Rd., Pine, CO 80470 ("Sales Building") during the interim period between the Execution Date and Commencement Date (the "Interim Period"). During the Interim Period the provisions of Article 9 and Article 10 relating to insurance and damages shall be in effect.

ARTICLE 3- RENT

3.1 **Base Rent.** During the Lease Term, Tenant shall pay Landlord, at the place from time-to-time designated by Landlord, in U.S. currency or a check for U.S. currency, monthly installments of base rent ("Base Rent") in an amount equal to the amount per month set forth on Exhibit B attached hereto and made a part hereof. Base Rent shall be paid in advance on or before the first day of each month of the Lease Term, without any notice, demand, setoff or deduction, except as expressly set forth in this Lease.

3.2 **Additional Rent.** In addition to Base Rent, Tenant shall pay Landlord "Additional Rent" (together with Base Rent, collectively herein after referred to as "Rent"), which consists of the following:

3.2.1 Tenant Paid Expenses. Tenant shall be responsible for and pay for 100% of the following costs and expenses incurred with respect to the Premises only: electricity, telephone, janitorial, internet, cable television, trash, gas (Propane), pest control, carpet (including carpet cleaning), point of sale equipment or facilities, equipment maintenance, septic/grease trap cleaning, refrigeration, furniture, fixtures and equipment, governmental fees for licenses from the health department, Liquor Enforcement Division of the Colorado Department of Revenue and any local liquor licensing authority, uniforms, linen, security, doors and windows, and personal property taxes for the Tenant Property. Tenant will receive its own bills for these items and keep current on its bills, but to the extent any of the bills come to Landlord and within five (5) days of written notice from Landlord, Tenant fails to pay such bills, Landlord shall be entitled to pay the bills and to invoice Tenant for the cost(s), which invoice must be paid by Tenant to Landlord within thirty (30) days of receipt of the invoice.

3.2.2 Snow Removal. Landlord shall be responsible for snow removal on the Premises, including but not limited to the costs for plow services and the shoveling of walkways. Tenant shall pay to Landlord as Additional Rent 50% of all costs of snow removal covering the Premises. Landlord will provide Tenant with an invoice of costs associated with snow removal and Tenant will be responsible to pay Landlord within 30 days of receipt of invoice.

3.2.3 Pro-Rated Expenses. Common Area Electricity (defined as the light for the parking lots) will be paid by Landlord; provided, however if the monthly bill is in excess of the current baseline of annual kilowatt usage then the Tenant shall pay as additional rent to Landlord the increased Common Area Electricity. The current baseline of annual kilowatt usage to be set as baseline for Common Area Electricity for Willows parking lot is set forth on Exhibit C. Parking lot lighting for Creekside Building will be put in place prior to April 2018 by Landlord. Any increase in the annual kilowatt usage following the installation of the Creekside Building lighting shall be attributable to the use by the Tenant.

3.3 Lodging Commitment. Tenant guarantees to provide Landlord minimum lodging revenue for the Summer Months for all lodging as Additional Rent. Exhibit D provides lodging requirements and payment schedule.

3.4 Winter Month Operations. Landlord reserves the right to book smaller events in the great room in the Homestead Lodge during the Winter Months of each Lease Year. "Smaller Events" are defined as less than 50 guests and are generally events such as a wedding/ceremony, corporate retreat, family reunions, or similar events. Notwithstanding the foregoing, Tenant shall have right of first refusal to provide wedding and banquet services to be exercised in writing to Landlord within 72 hours of receipt the notice from Landlord. If such right of first refusal is not exercised by Tenant, Landlord may enter into a contract to or provide services for said event.

3.5 Late Charge. If any installment of Rent is not received by Landlord or Landlord's designee within five (5) days after written notice it is due, then Tenant shall pay to Landlord, as Additional Rent and not as liquidated damages, a late charge equal to 10% of the amount due and interest of 10% on the total amount unpaid accruing daily until the outstanding balance plus interest has been paid to Landlord. Such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment of Rent by Tenant.

3.6 Holding Over. If Tenant holds over after the expiration of the Lease Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be a tenancy at sufferance only, and in such case Base Rent and any Additional Rental owing shall be payable at a monthly rate equal to 150% of the Rent applicable during the last rental period of the Lease Term under this Lease. Such holdover shall be subject to every other term, covenant and agreement contained herein. Landlord hereby expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all Claims resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

3.7 Real Property Taxes. Landlord shall pay all real property taxes for the Real Property prior to the date such taxes become delinquent.

ARTICLE 4 USE OF PREMISES

4.1 Use of Premises. Tenant shall use the Premises solely for the food and beverage service and running events, including weddings and banquets ("Food and Beverage Operations"). Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "Laws").

4.1.1 Improvements Required by Law. If any Laws require changes or improvements to the Premises, Building or Real Property, the parties agree to enter into good faith negotiations regarding the reasonableness of the required improvements,

costs thereof, and the continuation of this Lease. Such negotiations and agreements resulting therefrom shall be reduced to writing and incorporated into this Lease as an amendment signed by both Landlord and Tenant as required in Section 13.20, and should in most instances provide that Landlord shall be responsible for making any such changes and improvements (to the extent and in the manner reasonably determined by Landlord); provided, that Tenant shall be responsible if any of the Laws require Landlord to make changes or improvements due to Tenant's Alterations to or its specific manner of use of the Premises. Tenant shall reimburse Landlord for such changes or improvements within thirty (30) days of receipt of an invoice from Landlord.

4.1.2 Compliance by Tenant. In addition, Tenant shall, at Tenant's expense, comply with (i) all recorded covenants, conditions, and restrictions now or hereafter affecting the Real Property which have been delivered to Tenant, (ii) all insurance company requirements pertaining to the use of the Premises, and (iii) such reasonable, non-discriminatory rules and regulations as Landlord may from time-to-time adopt and forward to Tenant. Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, manufacture or sale of any Hazardous Materials, except for the use of supplies within the Premises which are of a kind typically used in normal Food and Beverage Operations in the ordinary course of business, in the manner for which they were designed and only in accordance with all Laws pertaining to Hazardous Materials (defined below) and the highest standards prevailing in the industry for such use, and then only in such amounts as may be normal for such food and beverage operations conducted by Tenant on the Premises. "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any state, federal or local governmental authority.

4.1.3 Compliance by Landlord. Landlord covenants to the best of Landlord's knowledge of the parties signing this Lease on behalf of Landlord, that the Premises, Building and Real Property are in compliance with all Laws (including, without limitation, those pertaining to Hazardous Materials) as of the Commencement Date, and during the Lease Term, Landlord shall comply with all Laws including, without limitation, those pertaining to Hazardous Materials with respect to Landlord's activities in and around the Real Property.

4.2 Prohibited Uses. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which is prohibited by, or which increases the rate of, any applicable insurance maintained by Landlord and if violated, Tenant shall promptly reimburse Landlord for the cost of any such increase. Tenant shall not display or sell merchandise or allow merchandise to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant shall not operate an incinerator or burn trash or garbage within the Premises. Tenant shall not place or store any tables, merchandise or other items in the common areas servicing the Premises, and shall not be permitted to use any area outside the Premises for Tenant's business operations. Tenant shall, at its sole cost and expense, be responsible for properly cleaning and repairing any spills, waste or damage occasioned by deliveries to the Premises or caused by any items sold by Tenant, and otherwise provide all janitorial services for the Premises. Tenant shall not discharge any corrosive, damaging or clogging substances through any drain lines from the Premises; should Tenant fail to observe this duty, Tenant shall (A) be solely responsible for the cost of freeing, cleaning and replacing such pipes and any other damage resulting therefrom, and (B) indemnify, defend, protect, and hold harmless Landlord from any and against all Claims (as defined below) incurred in connection with or arising from such failure. Tenant shall not do nor permit anything to be done in or about the Premises which will in any way unreasonably obstruct or interfere with the normal operation of the Real Property. Landlord shall not do nor permit anything to be done in or about the Real Property which will in any way unreasonably obstruct or interfere with the normal operation of the Premises and the Real Property, nor shall Landlord apply to have the any of the Premise re-zoned with the applicable government authority during the Lease Term.

4.3 Entry by Landlord. Landlord may at all reasonable times and upon prior notice to Tenant enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants; (iii) post notices of non-responsibility; or (iv) alter or repair the Premises if necessary to comply with all applicable Laws, or Landlord's obligations under this Lease. No notice shall be required in emergency situations and/or to perform janitorial or other services required of Landlord pursuant to this Lease. Any such entries shall be without the abatement of Rent and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord may use any means that Landlord may deem proper to open the doors in and to the Premises. Any entry into the Premises in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. During such entry into the Premises or Alterations or repairs, Landlord agrees to use reasonable efforts to minimize its interference with Tenant's use of the Premises.

4.4 Parking. Tenant and its employees, customers, service suppliers and invitees shall have the right to use the parking areas on the Real Property. Such right to use the parking areas shall at all times be subject to: (i) Landlord's right to establish reasonable rules and regulations applicable to such use and to exclude any person therefrom who is not authorized to use the same or who violates such rules and regulations; (ii) the rights of Landlord and any visitors to the Real Property to use the same in common with Tenant; (iii) the availability of parking spaces in the parking areas; and (iv) Landlord's right to change the configuration of the parking areas in its reasonable discretion provided it does not reduce the number of parking spaces. Landlord shall not be liable for

personal injury or theft, for damage to any motor vehicle, or for loss of property from within any motor vehicle, which is suffered by Tenant or any of its employees, customers, service suppliers or other invitees in connection with their use of the parking areas. Tenant will make its best efforts to have Tenant's employees park in the rear of the parking lot.

ARTICLE 5 - SERVICES AND UTILITIES

5.1 **Standard Services.** Landlord and/or Landlord's designated representative shall provide the following services on all days during the Summers Months of the Lease Term, unless otherwise stated: well water and filled water tanks or other water storage at Willows Building for drinking, lavatory and toilet purposes; and (ii) an adequate septic system for the Buildings.

5.2 **Interruption of Use.** Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing, for any reason, any service, or for any diminution (for any reason) in the quality or quantity thereof, and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 5.

ARTICLE 6 - REPAIRS

6.1 **Tenant's Obligations to Repair.** Subject to Section 6.2 below, Tenant shall, at Tenant's own expense, keep the non-structural, interior portions of the Premises and the exterior portions of the Premises which are not Landlord's responsibility pursuant to Section 6.2 below, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term, ordinary wear and tear excepted, which repair obligations shall include, without limitation, the obligation to promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances; provided however, that if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof so incurred by Landlord within thirty (30) days after receipt of invoice from Landlord.

6.2 **Landlord's Obligations to Repair.** Landlord shall repair, maintain and replace in good order, repair and condition during the Lease Term, the Premises (including the wedding sites), the common areas of the Real Property that Tenant is permitted to use under 1.1, the structural portions of the Building, including the roof, life safety systems, exterior walls, exterior floors and foundation, and the basic plumbing, heating, ventilating, and electrical systems serving the Building, the meters, pipes and conduits to the Building; provided, however, Landlord shall not be required to make repairs: (i) necessitated by reason of the negligence or willful misconduct of Tenant or its agents, employees, invitees or anyone claiming under Tenant; (ii) necessitated by reason of Tenant's failure to perform or observe any condition or agreement of the Lease; or (iii) to any of the improvements made by or on behalf of Tenant or anyone claiming under Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, Alterations or improvements in or to any portion of the Real Property, Building or Premises or in or to fixtures, appurtenances and equipment therein. Tenant hereby waives and releases its right to make repairs at Landlord's expense under any applicable Laws now or hereafter in effect. During such repairs, maintenance and replacement, Landlord agrees to use commercially reasonable efforts to limit its interference with Tenant's use of the Premises and Tenant's business.

6.3 **Construction or Renovation.** Subject to Section 4.2, in the event Landlord desires to perform future renovations and/or construction at the Building(s), Landlord shall provide reasonable written notice to Tenant provided, however, Landlord may not interfere with Tenant's business including, without limitation, the Food and Beverage Operations nor use of the Building during such renovations and/or construction. Tenant shall have the right to approve the construction and renovation schedules which approval shall not be unreasonably withheld or delayed. Any obligations by Landlord pursuant to the foregoing shall not apply regarding the construction of the Homestead Lodge, which will begin on or after the Commencement Date of this Lease.

ARTICLE 7 - LEASEHOLD IMPROVEMENTS; NO LIENS; SURRENDER

7.1 **Leasehold Improvements.** Tenant shall be entitled to install furniture, fixtures and equipment at or for the Premises, and to make leasehold improvements at/for the Premises, subject to Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, Landlord may withhold its consent to any such furniture, fixtures and equipment and/or leasehold improvements if the same would be visible from outside of the Building or may affect the Building's structural components and/or systems or equipment. Tenant shall be responsible for all costs and expenses related to the installation of any such furniture, fixtures and equipment and to any such leasehold improvements, and Tenant shall maintain the same in good order and condition throughout the Lease Term (including making any necessary replacements thereto).

7.2 **No Liens.** Tenant shall not cause or permit any lien of mechanics or materialmen or others to be placed against the Real Property or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been

furnished to Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant shall cause it to be immediately released and removed of record. Landlord may at all times post and keep posted on the Premises any notice which it deems necessary for protection from such liens. If any such lien is not released and removed or bonded over on or before ten (10) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord may immediately take all action necessary to release and remove such lien and Tenant shall pay to Landlord all reasonable costs associated therewith within thirty (30) days after receipt of an invoice therefor.

7.3 Surrender. No act or thing done by Landlord or any agent or employee of Landlord shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease. Upon the expiration or earlier termination of this Lease, Tenant shall (i) quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear excepted, (ii) remove all personal property owned or installed by Tenant in the Premises and repair, at Tenant's own expense, all damage caused by such removal, and (iii) if required by Landlord at the time of Landlord's approval of the leasehold improvements, remove the leasehold improvements to the Premises installed by Tenant.

ARTICLE 8 - INDEMNIFICATION AND INSURANCE

8.1 Indemnification.

8.1.1 Tenant Indemnification. Tenant hereby assumes all risk of damage to property and injury to persons, in, on, or about the Premises from any cause whatsoever and agrees that Landlord and its respective officers, agents, attorneys, property managers, employees, and independent contractors (collectively, "Landlord Parties") shall not be liable for, and are hereby released from any responsibility for, any damage to or loss of property or injury to persons, which damage or injury is sustained by Tenant or by other persons claiming by, through or under Tenant, or of the contractors, agents, employees, licensees or invitees of Tenant or any such person (collectively, "Tenant Parties"). Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability including, without limitation, court costs and reasonable attorneys' fees (collectively, "Claims") incurred in connection with or arising from any cause in, on or about the Premises (including Tenant's installation, placement and removal of furniture, fixtures and equipment and leasehold improvements, and/or other property in, on or about the Premises), and any acts or negligence of Tenant or any Tenant Parties, in, on or about the Premises and Real Property. Notwithstanding the provisions of this Section 8.1 to the contrary: (i) the assumption of risk and release by Tenant in this Section 8.1 above shall not apply to any Claims to the extent resulting from the negligence or willful misconduct of Landlord or the Landlord Parties (collectively, the "Excluded Claims"); and (ii) Tenant's indemnity of Landlord in this Section 8.1 above shall not apply to any loss of or damage to Landlord's property to the extent Landlord has waived such loss or damage pursuant to Section 8.5 below.

8.1.2 Landlord Indemnification. Landlord shall indemnify, defend, protect, and hold harmless the Tenant Parties from any and all Claims incurred in connection with or arising from any acts or negligence of Landlord or any Landlord Parties, in, on or about the Premises and Real Property. Notwithstanding the foregoing, Landlord's indemnity of Tenant in this Section 8.1.2 shall not apply to (A) any Claims resulting from the negligence or willful misconduct of Tenant or the Tenant Parties or, (B) any loss of or damage to Tenant Property to the extent Tenant has waived such loss or damage pursuant to this Lease.

8.2 Tenant's Insurance. Tenant shall from and after the Commencement Date until the Expiration Date, maintain in effect the following coverages in the following amounts:

8.2.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this Lease and the performance by Tenant of the indemnity agreements set forth in Section 8.1 above and with owned and non-owned automobile liability coverage with limits of liability not less than \$1,000,000.00 per occurrence (except as set forth in Section 8.2.4 below) and \$2,000,000.00 in the annual aggregate for bodily injury, property damage liability and personal injury liability.

8.2.2 Physical Damage Insurance covering (i) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) all improvements, Alterations and additions now existing or hereafter made to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief endorsement and sprinkler leakage coverage.

8.2.3 Workers' compensation insurance as required by law, and loss-of-income, business interruption and extra-expense insurance in such amounts as will reimburse Tenant for loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention loss of access to the Premises or to the Real Property as a result of such perils.

8.2.4 Liquor liability insurance with a combined single limit of no less than \$2,000,000.00 per occurrence, and which covers any claims relating to the manufacture, storage, sale, use or giving away of any alcoholic or other intoxicating liquor or beverage and which could be asserted against Landlord, Tenant or the Premises.

8.3 Landlord's Insurance. Landlord shall from and after the Execution Date until the Expiration Date, maintain in effect the following insurance:

8.3.1 Physical damage insurance insuring the Building (excluding, at Landlord's option, the property required to be insured by Tenant pursuant to Section 8.2.2 above) against loss or damage due to fire and other casualties covered within the classification of "all risk" or "special form" coverage, vandalism coverage and malicious mischief, sprinkler leakage, water damage and special extended coverage on building. Such coverage shall be equal to the full replacement value thereof and with such deductibles as Landlord may from time to time reasonably determine, and at the option of Landlord, may include the risks of earthquakes and/or flood damage and additional hazards, a rental loss endorsement and one or more loss payee endorsements in favor of the holders of any mortgages or deeds of trust encumbering the interest of Landlord in the Real Property or the ground or underlying lessors of the Real Property, or any portion thereof; and

8.3.2 Commercial general liability insurance in the amount of at least \$1,000,000.00, against claims of bodily injury, personal injury or property damage arising out of Landlord's operations, assumed liabilities, contractual liabilities, or use of the Real Property. Such coverages may be carried under blanket insurance policies.

8.4 Form of Policies. The minimum limits of policies of insurance required to be carried by Landlord and Tenant under this Lease shall in no event limit the liability of Landlord or Tenant under this Lease. Such insurance shall (i) name Landlord and any other party Landlord specifies through endorsement thereof, as an additional insured; (ii) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's obligations under Section 8.1 above; (iii) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of Colorado; (iv) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (v) provide that said insurance shall not be canceled or coverage changed unless 30 days' prior written notice shall have been given to Landlord and any mortgagee of Landlord; (vi) contain a cross-liability endorsement or severability of interest clause reasonably acceptable to Landlord; and (vii) have commercially reasonable deductible amounts. Tenant shall deliver said policy or policies or certificates thereof to Landlord on or before the Commencement Date and at least 10 days before the expiration dates thereof. If Tenant shall fail to procure such insurance, or to deliver such policies or certificates, within such time periods, Landlord may, at its option, in addition to all of its other rights and remedies under this Lease, and without regard to any notice and cure periods set forth in ARTICLE 11 below, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent within 30 days after invoice.

8.5 Subrogation. Each party shall cause its respective insurance companies issuing property damage insurance to waive any rights of subrogation that such companies may have against the other party. Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage to their respective property, but only to the extent the releasing party's loss or damage is covered under casualty insurance policies in effect at the time of such loss or damage or would have been covered by the casualty insurance required to be carried under 8.2.2 and 8.3.1 above had the releasing party complied with its applicable insurance obligations thereunder.

ARTICLE 9 - DAMAGE AND DESTRUCTION

9.1 Damage and Destruction. If a substantial portion of the Premises or Real Property is damaged by fire or other casualty, Landlord may terminate this Lease, and if such damage is a Tenant Damage Event, Tenant may terminate this Lease. If either party so elects to terminate this Lease pursuant to this Section 9.1, it must do so by delivering written notice thereof to the other party within thirty (30) days after the terminating party becomes aware of such damage, which termination shall be effective upon the date such termination notice is delivered. As used herein, a "Tenant Damage Event" shall mean any physical damage by fire or other casualty to all or part of the Premises or any common areas of the Building providing access or essential services to the Premises, which damage (i) is not the result of the negligence or willful misconduct of Tenant or the Tenant Parties, (ii) would entitle Tenant to an abatement of Rent under Section 9.1.1, and (iii) cannot, in the professional judgment of a licensed contractor engaged by Tenant, be substantially completed by the date which is the earlier of the Expiration Date or one hundred eighty (180) after the date of the damage or occurs during the last eighteen (18) months of the Lease Term. If neither party elects to terminate this Lease:

9.1.1 (A) Tenant shall assign to Landlord all insurance proceeds payable to Tenant under Tenant's insurance required under Section 8.2 above with respect to the tenant improvements and Alterations in the Premises; and (B) Landlord shall

restore the Premises and Building, the common areas providing access or essential services to the Premises, and the Tenant improvements and Alterations in the Premises (but if the cost of such repair of such tenant improvements and Alterations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, as assigned by Tenant, such excess repair costs shall be paid by Tenant to Landlord prior to Landlord's repair of the damage) to substantially the same condition as existed on the Execution Date as promptly as possible. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises or common areas necessary to Tenant's occupancy and not occupied and used by Tenant as a result thereof, Landlord shall allow Tenant a proportionate abatement of Base Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease; provided, that Landlord shall not be obligated to allow such abatement if Landlord would suffer a loss in the form of Rent otherwise owed under this Lease if the loss is not covered or paid by insurance or other means. The provisions of this ARTICLE 9 constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, any part of the Real Property, and each party hereby waives any applicable Laws with respect to any rights or obligations of such party concerning any such damage or destruction.

9.2 Loss of Profits. Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Lease, in no event shall Landlord or Tenant be liable to the other for any loss of business, lost profits or other consequential damages resulting from or in connection with this Lease, including any matter related to or arising out of the occupancy or use of the Premises and/or any other areas of the Building or Real Property. This Section 9.2 shall survive the expiration or sooner termination of this Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

10.1 No Assignment or Subletting by Tenant. As a material consideration to Landlord entering into this Lease, Tenant agrees that without Landlord's prior written consent, which will not be unreasonably withheld or delayed, Tenant shall not have the right to, and shall not, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant. Notwithstanding anything to the contrary in the prior sentence, Tenant may assign this Lease or sublease the Premises (or any portion thereof) to: (i) a parent, subsidiary or affiliate or (ii) an entity resulting from a merger, reorganization or consolidation of Tenant or a sale of all or substantially all of Tenant's assets, stock or equity interests.

10.2 Transfer of Landlord's Interest. Landlord shall have the right to bargain, sell, grant, convey, assign or otherwise transfer this Lease to its buyer, transferee, grantee or assignee. In the event of any such transfer, Landlord shall automatically be released from all liability under this Lease and Tenant shall look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

ARTICLE 11- DEFAULTS AND REMEDIES

11.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant: (i) any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due, where such failure continues for 5 days after written notice thereof from Landlord to Tenant; or (ii) any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant, where such failure continues for 30 days after written notice thereof from Landlord to Tenant provided, however, if the nature of Tenant's obligation is such that more than 30 days are reasonably required for its performance, then Tenant shall not be in default under this Lease if Tenant commences such performance within such 30-day period and thereafter diligently pursues the same to completion no later than sixty days after the initial written notice by Landlord. Any such notice shall be in lieu of, and not in addition to, any notice required under any applicable Laws. Upon the occurrence of any such default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive:

11.1.1 Terminate this Lease for cause, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Landlord may recover from Tenant all amounts recoverable under applicable law including, without limitation, the worth at the time of award of the amount by which the unpaid Rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided (for purposes hereof, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%).

11.1.2 From time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

11.1.3 Make any such payment or perform or otherwise cure any such obligation or covenant on Tenant's part to be observed or performed (and may enter the Premises for such purposes), and Tenant shall pay to Landlord, within 30 days after invoice, all costs incurred by Landlord in connection therewith.

11.1.4 To mitigate its damages by performing obligations of the Tenant such as undertaking Food and Beverage Operations, wedding services and the like along with the right to use the Premises granted to Tenant herein and to obtain (a) subrogation rights therefor and (b) immediate reimbursement from the Tenant for the costs of such payment or performance.

11.2 Mitigate Damages. Landlord agrees to use commercially reasonable efforts to mitigate its damages and relet the Premises.

11.3 Landlord Default. Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within 30 days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform (except in the event of an emergency or hazardous condition, then Landlord shall perform such obligation as soon as possible); provided, however, if the nature of Landlord's obligation is such that more than 30 days are reasonably required for its performance, then Landlord shall not be in default under this Lease if Landlord commences such performance within such 30-day period and thereafter diligently pursues the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity (however, in no event shall Landlord be liable to Tenant for lost profits, loss of business or other consequential damages as stated in Section 9.2). In the event Landlord does not comply with this Section 11.3, Tenant may perform such obligation on Landlord's part to be observed or performed, and Landlord shall pay to Tenant, within 30 days after invoice and receipt of supporting documentation, all reasonable costs incurred by Tenant in connection therewith. In the event Tenant is not reimbursed by Landlord within such 30-day period Tenant may deduct such costs from the Rent due until it is reimbursed all such costs. Tenant shall have the right to substitute itself for Landlord and perform the duties of Landlord hereunder for purposes of curing any event of default. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes Tenant and its employees, agents, representatives and contractors to enter upon the Premises to complete such performance with all of the rights and privileges of Landlord hereunder.

11.4 No Waiver. Any waiver of any of the terms, provisions and covenants contained in this Lease must be in writing to be deemed effective. The acceptance of any Rent by Landlord following the occurrence of any default by Tenant, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

ARTICLE 12 - FOOD AND BEVERAGE OPERATIONS AND EVENTS

12.1 Food and Beverage Operations. Tenant shall use the Premises under the trade name Wedgewood Weddings for the Food and Beverage Operations in accordance with and subject to the terms and restrictions set forth in this Lease.

12.2 Sale of Liquor. Prior to the Commencement Date, Landlord shall obtain liquor licenses for both Jefferson and Park counties to service the Willows and Creekside event venue. Tenant will pay \$10,000 at Execution Date to Landlord to compensate for expenses incurred for the attainment of such licenses. Landlord will transfer the liquor licenses to Tenant at no additional cost on or before March 31, 2018. In the event Landlord has not obtained the Liquor Licenses by said date, Tenant shall have the right to terminate this Lease by serving written notice upon Landlord. Tenant is responsible to pay any transfer or license fees required of said liquor licenses. Tenant shall, as part of Tenant's operation of the Food and Beverage Operations, maintain a full bar at the Premises (for on-site consumption, only) serving beer, wine and such other spirits and, in connection with the same, maintain a Hotel & Restaurant permit (or its equivalent) and all other licenses and approvals from all applicable governmental authorities necessary for Tenant to serve such alcoholic beverages at the Premises (collectively, the "Liquor Licenses"), which Liquor Licenses shall be owned by Tenant at all times during the Lease Term. In connection with the foregoing, Tenant shall at its sole cost and expense, provide and maintain all of the Liquor Licenses and shall at all times comply with all applicable laws related to the sale and serving of alcoholic beverages of the type served by Tenant at the Premises. At all times during the Lease Term during which Tenant offers for sale alcoholic beverages of any kind, Tenant, at its expense, shall maintain an insurance policy or endorsement covering liability related to the sale of alcoholic beverages, which policy or endorsement shall be in form and content acceptable to Landlord, in Landlord's reasonable discretion, and shall otherwise comply with the requirements of Section 8.2 above, including the minimum policy limits set forth e. The obligations of this Section 12.2 shall survive the expiration or earlier termination of this Lease.

12.3 Hours. Food and Beverage Operations may be open on the following days and times: seven days a week / 365 day per year from 9am-Midnight MST. Subject to any and all applicable covenants, codes or restrictions of the local municipality, wedding and banquet services shall be allowed from 9:00 a.m.- Midnight MST daily.

12.4 Signage. If Tenant wants to post signage, it must obtain Landlord's written approval. Landlord shall have thirty (30) days from any request by Tenant to approve or disapprove such signage request, within Landlord's reasonable discretion. Tenant may brand the banquet service as a Wedgewood Wedding & Banquet Center and permit interior signage identifying the brand on the

entrance to the banquet portion of the Premises subject to the approval provisions set forth herein.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Terms; Captions. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

13.2 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of ARTICLE 10 above.

13.3 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and on keeping, observing and performing all the other terms, covenants and conditions required under this Lease, Tenant shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

13.4 Prohibition Against Recording. Neither party shall record this Lease or any writing with respect thereto.

13.5 Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

13.6 Application of Payments. Landlord may apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

13.7 Time of Essence. Time is of the essence of this Lease and each of its provisions.

13.8 Partial Invalidity; Independent Covenants. If any term, provision or condition contained in this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable as permitted by law. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent, and Tenant agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

13.9 Landlord Exculpation. Notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable Law to the contrary, the liability of Landlord and the Landlord Parties under this Lease (including any successor landlord) and any recourse by Tenant against Landlord or the Landlord Parties shall be limited to an amount which is equal to the interest of Landlord in the Building and Real Property, and neither Landlord nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

13.10 Entire Agreement. There are no oral agreements between Landlord and Tenant affecting this Lease and this Lease (i) supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings between the parties, (ii) contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, and (iii) shall be considered to be the only agreement between the parties. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by Landlord and Tenant.

13.11 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Real Property as Landlord shall determine in its sole discretion. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Real Property.

13.12 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "Force Majeure"), shall excuse the performance of such party for consecutive period of no more than 6 months, and for no more than a cumulative period of one (1) year, due to any such prevention, delay or stoppage caused by a Force Majeure. In the event that Tenant wishes to exercise its rights under the provisions provided for under this section, it shall provide written notice of its decision to exercise such right within 60 days of the date of the exercise of the same.

13.12.1 Excusal of Landlord's performance under this Lease specifically in the month of April shall include snow, heavy rains, and other weather-related events.

13.13 Waiver of Redemption. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

13.14 Notices. All notices and communications (collectively, "Notices") between the parties shall be in writing, sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally, to the addresses set forth in the preamble to this Lease, or to such other firm or to such other place as the applicable party may from time to time designate in writing to the other party. Any Notice will be deemed given on the date it is mailed as provided in this Section or upon the date personal delivery is made or rejected. If Tenant is notified of the identity and address of Landlord's mortgagee, Tenant shall give to such mortgagee written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee shall be given a reasonable opportunity to cure such default prior to Tenant's exercising any remedy available to Tenant.

13.15 Authority. Tenant represents and warrants that it is in good standing and qualified to do business in Colorado and has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. Landlord represents and warrants that it is in good standing and qualified to do business in Colorado and has full right and authority to execute and deliver this Lease and that each person signing on behalf of Landlord is authorized to do so.

13.16 Jury Trial; Attorneys' Fees. IF EITHER PARTY COMMENCES LITIGATION AGAINST THE OTHER FOR THE SPECIFIC PERFORMANCE OF THIS LEASE, FOR DAMAGES FOR THE BREACH HEREOF OR OTHERWISE FOR ENFORCEMENT OF ANY REMEDY HEREUNDER, (i) THE PARTIES HERETO AGREE TO AND HEREBY DO WAIVE ANY RIGHT TO A TRIAL BY JURY, AND (ii) THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY SUCH COSTS AND REASONABLE ATTORNEYS' FEES AS MAY HAVE BEEN INCURRED.

13.17 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

13.18 Estoppels. Within ten (10) days following a request by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, as required by Landlord or any prospective mortgagee or purchaser of the Real Property. Failure of Tenant to timely execute and deliver such estoppel certificate shall constitute an acceptance of the Premises and an acknowledgment that statements included in the estoppel certificate are true and correct, without exception. Within ten (10) days following a request by Tenant, Landlord shall execute and deliver to Tenant an estoppel certificate, as required by Tenant or any prospective mortgagee or assignee of the Lease subject to Section 10.1. Failure of Landlord to timely execute and deliver such estoppel certificate shall constitute an acknowledgment that statements included in the estoppel certificate are true and correct, without exception.

13.18.1 An estoppel certificate as referred to in the above paragraph will consist of (a) a certification that this Lease is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (b) certifying the dates to which the Rent has been paid, (c) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof) and (d) containing any other certifications as may reasonably be requested that are similar to those set forth in clause (a) through (c) and which certifications do not result in an expansion of use or waiver of rights a party under the terms of this Lease.

13.19 Broker. Each party hereby warrants to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that it knows of no real estate broker or agent who is entitled to a commission in connection with this Lease. Each party shall indemnify, defend and hold the other party harmless from and against any and all Claims with respect to any leasing commission or equivalent compensation alleged to be owing in connection with this Lease on account of the indemnifying party's dealings with any real estate broker or agent.

13.20 Amendment. The Lease may only be amended by the written agreement of both parties and cannot be amended or terminated orally.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Execution Date.

"Landlord":

Vera and Drayton Dunwoody

By:

Date:

By:

Date:

"Tenant":

Z Golf Food & Beverage Services, LLC, a California limited liability company

By:

Name:

Title:

Date:

EXHIBIT A - DEPICTION OF PREMISES AS SHOWN ON MAP

- Willows Building (including wedding ceremony site)
- Creekside Building (including two changing rooms for the wedding site and wedding ceremony site))
- Sales Building
- Land shown in the enclosed areas, as indicated with the blue borders around the Creekside Building and Willows Building

"Creekside" known as 11883 S. Elk Creek Rd., Pine, CO 80470- Jefferson County Premise

"Willows" known as 11853 S. Elk Creek Rd., Pine, CO 80470- Park County Premise

EXHIBIT B - BASE RENT

<u>DATES*</u>	<u>MONTHLY AMOUNT</u>	<u>ANNUAL AMOUNT</u>
<u>January 1, 2018</u>	<u>\$14,583.33</u>	<u>\$175,000</u>
<u>January 1, 2019</u>	<u>\$14,875.00</u>	<u>\$178,500</u>
<u>January 1, 2020</u>	<u>\$15,172.50</u>	<u>\$182,070</u>
<u>January 1, 2021</u>	<u>\$15,479.92</u>	<u>\$185,711</u>
<u>January 1, 2022</u>	<u>\$15,785.42</u>	<u>\$189,425</u>
<u>January 1, 2023 (First Extension Option)</u>	<u>\$16,101.08</u>	<u>\$193,213</u>
<u>January 1, 2024</u>	<u>\$16,423.08</u>	<u>\$197,077</u>
<u>January 1, 2025</u>	<u>\$16,751.58</u>	<u>\$201,019</u>
<u>January 1, 2026</u>	<u>\$17,103.25</u>	<u>\$205,039</u>
<u>January 1, 2027</u>	<u>\$17,428.33</u>	<u>\$209,140</u>
<u>January 1, 2028 (Second Extension Option)</u>	<u>\$17,776.92</u>	<u>\$213,323</u>
<u>January 1, 2029</u>	<u>\$18,132.42</u>	<u>\$217,589</u>
<u>January 1, 2030</u>	<u>\$18,495.08</u>	<u>\$221,941</u>
<u>January 1, 2031</u>	<u>\$18,865</u>	<u>\$226,380</u>
<u>January 1, 2032</u>	<u>\$19,242.33</u>	<u>\$230,908</u>

*Include Option Term

Exhibit "C"

Electrical KWH Parking Lot Lighting for Willows Pavilion



Billed Summary Report

Account Number: 1914163
 Account Holder Name: BLK PAUL S INC
 Service Address: 11853 S ELK CREEK RD
 Year: 2016

Month	Month KWH	Start Date	End Date	Rate Type	Rate Charge	Service Charge	Other Charge	Net Charge	Days in Month	Rate	Per Charge	Total
Jan	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Feb	7	1	29	P	25.00	10.00	0.00	35.00	29	1.21	31.00	31.00
Mar	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Apr	7	1	30	P	25.00	10.00	0.00	35.00	30	1.17	31.00	31.00
May	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Jun	7	1	30	P	25.00	10.00	0.00	35.00	30	1.17	31.00	31.00
Jul	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Aug	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Sep	7	1	30	P	25.00	10.00	0.00	35.00	30	1.17	31.00	31.00
Oct	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Nov	7	1	30	P	25.00	10.00	0.00	35.00	30	1.17	31.00	31.00
Dec	7	1	31	P	25.00	10.00	0.00	35.00	31	1.13	31.00	31.00
Total	84				2100.00	840.00	0.00	2940.00				2940.00

Disclaimer:
 adjustments may be made. Please see actual bill for a complete breakdown of all charges.

INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION
 5405 North U.S. Highway 55 / Suite 200
 Grand Rapids, MN 56301

EXHIBIT D - LODGING MINIMUM REQUIREMENT

1. Landlord owns and operates lodging facilities on the Real Property
2. "Lodging Minimum Requirements" are defined as Tenant's obligation to guarantee and compensate Landlord at a minimum payment amount lodging during the term of the Lease as described in this Exhibit D. Tenant's reservation of rooms for purposes of Lodging Minimum Requirements shall include any events and lodging contract(s) which the parties agree to negotiate in good faith with such contract(s) to include at least the following terms and conditions set forth in this Exhibit D.
3. Lodging facilities as of the Execution Date of the Lease include several buildings i.e. Lakeview Lodge, Apache Lodge, B & B Cottage, Miner Family Cabin, and Gold Nugget Family Cabin (collectively, "Lodging"). A future lodging facility described as "Homestead Lodge" is expected to be completed during the term of the Lease and upon issuance upon completion shall thereafter be included within the definition of Lodging.
4. A Lodging Minimum Requirement is achieved by Tenant when the cumulative total of reservations from all Lodging equals \$3,750 per night (inclusive of taxes or fees), said amount to increase on January 1 of each Lease Year by 2% beginning in the Lease Year following completion of the Homestead Lodge. During each Lease Year, Tenant agrees to the following Lodging Minimum Requirements:
 - a. 2018 Summer Season: 60 nights
 - b. Each Lease Year that the Homestead Lodge is not completed (besides 2018 Summer Season): 85 nights
 - c. Lease Year during completion of the Homestead Lodge: 100 nights
 - d. Each Lease Year following the issuance of the certificate of occupancy for the Homestead Lodge: 125 nights
5. In calculating the amount credited toward the Lodging Minimum Requirement, any vacant or unpaid rooms shall not be credited to Tenant. Rooms paid directly to Landlord shall count toward the Lodging Minimum Requirements financial requirement. Tenant agrees to compensate Landlord for any unpaid rooms/room vacancies on a per room and or per building flat rate basis up to the Lodging Minimum Requirement.
6. 2018 Double occupancy room rates and Family Cabin flat fee rates are described as:
 - a. Lakeview Lodge: 3 Queen Size rooms, \$160 per night per room, 1 King Size room \$180 per night, 1- Honeymoon Suite at \$230 per night;
 - b. Apache Lodge: 4 rooms, \$180 per night per room
 - c. B & B Cottage: 2- King Size rooms \$200 per night per room;
 - d. Gold Nugget: \$850 per night;
 - e. The Miner Cabin: \$850 per night

The Homestead Lodge rates are to be determined; Landlord agrees to provide Tenant with room rates prior to publication. Lodging rates set forth above may be subject to change to account for market adjustments and/or inflation. Landlord will provide Tenant notice within 30 days of a rate changes.

7. Tenant is expected to reach 40% of the Lodging Minimum Requirements before July 31 of each Lease Year ("First Invoice Term") and 100% of the Lodging Minimum Requirement

before November 30 of each Lease Year ("Second Invoice Term"). Should Tenant fail to meet such requirements then Landlord may invoice Tenant for the amount due and owing with said amounts to be due and payable to Landlord no later than August 30 of each Lease Year for the First Invoice Term and November 30 of each Lease Year for the Second Invoice Term. Tenant's failure to timely remit payment under this Exhibit D shall constitute default by Tenant to pay Rent under the Lease.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Z GOLF FOOD & BEVERAGE SERVICES, LLC

is an entity formed or registered under the law of California, 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 20141029572.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2018 that have been posted, and by documents delivered to this office electronically through 01/15/2018 @ 10:57:12.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/15/2018 @ 10:57:12 in accordance with applicable law. This certificate is assigned Confirmation Number 10656254.



Secretary of State of the State of Colorado

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



Colorado Secretary of State
 Date and Time: 01/15/2014 11:31 AM
 ID Number: 20141029572
 Document number: 20141029572
 Amount Paid: \$100.00

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

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20141029572
(Colorado Secretary of State ID number)

Entity name Z GOLF FOOD & BEVERAGE SERVICES, LLC

True name
 (if different from the entity name) _____

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction California

3. The principal office address of the entity's principal office is

Street address 4338 Business Park Drive
(Street number and name)

Temecula CA 92590
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

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

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name
 (if an individual) _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) Corporation Service Company

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

Street address

1560 Broadway

(Street number and name)

Suite 2090

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 01/17/2014

(mm/dd/yyyy)

6. (If applicable, adopt the following 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

Thornson

(Last)

Betty

(First)

A.

(Middle)

(Suffix)

1 South Dearborn Street

(Street number and name or Post Office Box information)

2900 Floor

Chicago

(City)

IL

(State)

60603

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

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

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).

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
Z GOLF FOOD & BEVERAGE SERVICES, LLC
(a California limited liability company)

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") of Z Golf Food & Beverage Services, LLC (the "Company") is entered into as of January 21, 2014 by and between the Company and Wedgewood Intermediate Holdings Corporation, a Delaware corporation and the sole member of the Company (the "Member").

RECITALS

The Company was formed on November 9, 1999 upon the filing of the Articles of Organization (the "Articles") with the California Secretary of State under the name Z Golf Course Food & Beverage Advisors, LLC. The Company's name was changed to Z Golf Food & Beverage Services, LLC upon the filing of a Certificate of Amendment on September 29, 2003 with the California Secretary of State.

The Member and the Company wish to amend and restate the operating agreement for the Company in the form of this Agreement.

AGREEMENT

1. Formation. The Company has been organized as a California limited liability company pursuant to the provisions of the California Revised Uniform Limited Liability Company Act, California Code Section 17001 et seq., as amended from time to time (the "Act"), and that, except as herein otherwise expressly provided, the rights, duties and liabilities of the Member as to the Company, shall be as provided in the Act.

2. Name. The name of the Company is Z Golf Food & Beverage Services, LLC.

3. Management.

A. General Duty. The business and affairs of the Company will be managed under the director of the Board of Managers. The Board of Managers shall manage the day-to-day-business and affairs of the Company. Except where the approval of the Member is expressly required by this Agreement or by non-waivable provisions of the Act, the Board of Managers shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company.

B. Managers. As used herein, "Manager" means a member of the Board of Managers. Those Managers designated as "Fund Managers" by the Member shall have two (2) votes on all matters subject to action, determination, vote, approval, or consent pursuant to this Agreement, the Act or any applicable legal requirement. On the date of this Agreement, there shall be a Board of Managers initially consisting of four Managers, a two of whom will be Fund Managers. Thereafter, the Board of Managers shall consist of that number of Managers as shall be designated by the Member from time to time. The Member shall have the right to remove any Manager from the Board of Managers at any time, and to fill any vacancy arising from time to time with respect to any of the Managers. Initially, the Fund

Managers shall be Erik Maurer and Brett Holcomb and Erik Maurer shall serve as the Chairman, and the other two Managers shall be John Zaruka and William Zaruka.

C. Powers and Authorities of the Board of Managers. Except as otherwise provided in this Agreement, all decisions, determinations, actions, approvals or consents relating to the management and control of the conduct of the business of the Company and its affairs shall be made by or under the director of the Board of Managers, including decisions, determinations, actions, approvals and consents relating to any of the following: (i) the selection of representatives of the Company to serve on the management, supervisory or other governing boards or bodies of any company or other organization in which the Company owns an interest; (ii) the hiring and termination of officers of the Company; (iii) distributions to the Member; (iv) the opening of bank accounts, the making of loans to any third party, the incurrence or refinancing of indebtedness of the Company, and the encumbering of Company property; and (v) the selection of attorneys, accountants, appraisers and agents.

D. Limited Liability Company Qualifications and Filings. The Board of Managers shall cause to be filed such certificates or documents as may be determined by the Board of Managers in their sole discretion to be necessary or appropriate for the continuation, qualification and operation of a limited liability company in California and in any other jurisdiction in which the Company may elect to do business.

E. Resignation and Vacancies. Any Manager may resign at any time by giving written notice to the Company. Any vacancy occurring for any reason in any Manager position shall be filled in accordance with Section 3B.

F. Expenses of the Board of Managers. The Company shall pay the reasonable out-of-pocket expenses incurred by a Manager in connection with discharging any of his duties as a member of the Board of Managers upon submission to the Company of appropriate receipts or other evidence of payment.

G. Required Approvals. Unless otherwise provided in this Agreement and subject to applicable law, any decision, action, approval or consent required or permitted to be taken (i) by the Board of Managers, may be taken by the Board of Managers only by (A) the affirmative vote of a majority of the Managers, at a meeting of the Board of Managers where Managers possessing a majority of the votes are present in person or (B) without such meeting, without prior notice and without a vote, by written consent, setting forth the action so taken, signed by Managers possessing a majority of the votes, or (ii) by the Member by written consent, setting forth the action so taken, signed by the Member. For purposes of this Section 3G, a person shall be deemed to be present in person if such person is present by means of telephone, video-conferencing or any comparable arrangement. No Manager, in his capacity as such, shall have the authority to bind the Company except to the extent expressly authorized to do so by resolution of the Board of Managers; *provided* that nothing in this sentence shall affect the validity of any decision, action, approval or consent of the Board of Managers adopted in the manner contemplated by subsection (a) of this Section 3G. No vote, approval or consent by the Member is needed for: (1) any conversion of the Company into a different form of entity as contemplated by the Act; or (2) any compromise of any obligation of the Member to make a contribution (or to return money or other property paid or distributed in violation of the Act).

H. Appointment of Officers. The Board of Managers may appoint one or more of the following officers: Chairman, Chief Executive Officer, President, Chief Financial Officer, Vice President(s), Secretary, Treasurer, Assistant Secretary and Assistant Treasurer. The Board of Managers may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such

terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

i. *Chairman.* The Chairman, if there be a Chairman, shall preside at all meetings of the Board of Managers and shall have general charge of the business, affairs and property of the Company, and control over its officers, agents and employees. The Chairman may execute contracts and instruments in the name of the Company, and may, with the secretary, assistant secretary, treasurer or assistant treasurer, sign certificates (if any) for units of the Company. The Chairman shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement. Whenever the Chief Executive Officer and President are unable to serve, by reason of sickness, absence or otherwise, the Chairman shall perform all the duties and responsibilities and exercise all the powers of the Chief Executive Officer and President.

ii. *Chief Executive Officer.* The Chief Executive Officer, if there be a Chief Executive Officer, shall in general supervise and control all of the business affairs of the Company, subject to the direction of the Board of Managers. The Chief Executive Officer shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The Chief Executive Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iii. *President.* The President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer, shall have the general direction of the affairs of the Company except as otherwise prescribed by the Board of Managers and shall be subject to the direction of the Board of Managers. The President shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The President may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President, if there be any, shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iv. *Chief Operating Officer.* The Chief Operating Officer, if there be a Chief Operating Officer, shall in general supervise and control all of the business operations of the Company, subject to the direction of the President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer. The Chief Operating Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company.

v. *Vice-Presidents.* The Vice Presidents shall have such powers and perform such duties as shall be determined from time to time by the Chief Executive Officer, President and the Board of Managers.

vi. *Secretary and Assistant Secretaries.* The Secretary and any Assistant Secretary shall have authority to attest any signature on behalf of the Company or to affix the seal of the Company, if any, to any instrument requiring it (and to attest the affixing by his signature). The Board of Managers may also give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his signature. The Secretary shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe. The Assistant Secretary, or if there be more than one, the Assistant Secretaries, in the order determined by the Board of Managers (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe.

vii. *Chief Financial Officer and/or Treasurer.* The Chief Financial Officer of the Company shall keep full and correct account of receipts and disbursements and all transactions involving the Company, shall maintain the financial books and records of the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company, in such banks of deposit as may be designated by the Board of Managers. He shall dispose of funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer, President and the Board of Managers, whenever they may require it of him, an account of all his transactions of, and the financial condition of, the Company. The Chief Financial Officer shall perform such other duties as may be assigned to him from time to time by the Chief Executive Officer, President and Board of Managers. The Treasurer shall also perform such other duties as may be assigned to him from time to time by the Board of Managers. If the Board of Managers chooses not to elect a Treasurer, the Chief Executive Officer or President shall perform the duties of the Treasurer.

viii. *Assistant Treasurer.* The Assistant Treasurer shall, in the absence or disability of the Treasurer, exercise the powers and perform the duties of the Treasurer; and he or they shall perform such other duties as the Board of Managers or the Chief Executive Officer or President may from time to time prescribe.

ix. *Controller.* The Controller, if any, shall maintain the corporate books and records, prepare and monitor the operating budgets, financial plans and construction budgets, determine and pay the Company's tax liability, prepare the Company's insurance reports, and render an accounting of all transactions of, and the financial condition of, the Company. The Controller shall also perform such other duties as the Chief Executive Officer, President and Board of Managers may from time to time prescribe.

x. *Assistant Controller.* At the request of the Controller, or in his absence or inability to act, the Assistant Controller shall perform the duties of the Controller and when so acting shall have all the powers of and be subject to all the restrictions of the Controller. The Assistant Controller shall perform such other duties as the Chief Executive Officer, President, Controller and Board of Managers may from time to time prescribe.

I. Compensation. The salaries of all officers of the Company shall be determined by the Board of Managers.

J. Term of Office, Removal and Vacancies. Any officer elected or appointed by the Board of Managers may be removed at any time by the Board of Managers. Any vacancy occurring in any office of the Company may be filled by the Board of Managers.

4. Tax Treatment. The parties intend that the Company be treated as a "disregarded entity" for federal and state income tax purposes. The Company will not elect to be treated as an association taxable as a corporation under Regulations Section 301.7701-3(c) (or any corresponding applicable provisions of federal, state or local law).

5. Exculpation; Reliance. Neither the Member, a Manager or officer of the Company shall be liable to the Company or to the Member for any action (or omission to act) taken with respect to the Company so long as the Member, Manager or officer (a) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Company, (b) was neither grossly negligent nor engaged in willful malfeasance, (c) did not breach this Agreement in any material respect and, in the case of any executive, did not breach any employment agreement or executive securities agreement in any material respect, and (d) did not violate any material law. The Member and any Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, reports or statements presented to the Company by any of its other Managers, members, officers, employees or committees of the Company, or by any other person as to matters the Member or Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by the Company, including information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence or amount of assets from which distributions to the Member might properly be paid.

6. Liability and Indemnification.

A. The Managers, officers and Member will not be liable, in their capacities as such, for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act will not be grounds for imposing liability on the Manager, officers or Members for liabilities of the Company.

B. The Managers, officers and Member will not be liable to the Company for any act or omission based upon errors in judgment or other fault in connection with the business or affairs of the Company, except for any such liability for losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determines resulted from the fraud or willful violation of law by such Manager, officer or Member, as the case may be.

C. The Company will indemnify and hold harmless the Managers, officers and Member (each, an "Indemnitee") to the maximum extent permitted by law, from and against any and all losses, claims, damages, liabilities (joint and several), expenses, judgments, fines, settlements, and other amounts (including legal fees and expenses, as such fees and expenses are incurred) arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (i) in which an Indemnitee may be involved, as a party, a threatened party, or otherwise, by reason of his or its participation in the management of the Company's affairs or rendering of advice or consultation with respect thereto, or being or having been, at the request of the Company, a general partner, member, director, officer, employee, or agent of any partnership, joint venture, limited liability company, corporation, trust, or other entity, or (ii) that relate to the Company, its business, or its affairs. Indemnification under this Section 6C will be permitted whether or not the Indemnitee continues to hold any of the aforementioned positions or continues to act in any of the aforementioned capacities at the time any such liability or expense is paid or incurred.

7. Insurance. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

8. Membership Interests. The Member holds 100% of the limited liability company interests in the Company (the "Membership Interest").

9. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, such provision will be deemed severed from the remainder of this Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and will not cause the invalidity or unenforceability of the remainder of this Agreement.

10. Headings. The section and other headings contained in this Agreement are for convenience only and shall not be deemed to limit, characterize or interpret any provisions of this Agreement.

11. Effective Date. This Agreement is effective as of the date first written above.

12. Term. The term of the Company began on the date the Articles were filed and will continue until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

13. Allocations and Distributions. All items of income and loss of the Company will be allocated to the Member. Distributions will be made to the Member at the times and in the amounts determined by the Member.

14. Assignment. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise transfer (including by operation of law) all or any portion of its membership interest in the Company.

15. Conflicts of Interest.

A. The Member will be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company.

B. The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to and transact business with the Company. The rights and obligations of the Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company will be voidable solely because the Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

16. Admission of Additional Members. The Member may admit one or more additional members to the Company upon such terms as will be set forth in an amendment or restatement of this Agreement.

17. Dissolution.

A. The Company will be dissolved and its affairs wound up, at the election of the Member. Notwithstanding any provision of the Act to the contrary, the Company will continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or any other event that terminates the continued membership of a Member.

B. Upon dissolution, the Company will cease carrying on (as distinguished from the winding up of) the Company's business, but the Company will not then be terminated, but will continue until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the California Secretary of State.

C. The winding up of the Company will be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member will deliver a Certificate of Dissolution to the California Secretary of State for filing. The Certificate of Dissolution will set forth the information required by the Act.

18. Meetings. No annual or regular meetings of the Company are required to be held. However, if such meetings are held, such meetings will be held and conducted pursuant to the Act.

19. Governing Law. The interpretation and enforceability of this Agreement will be governed by, and construed under, the laws of the State of California, all rights and remedies being governed by said laws. To the extent permitted by the Act and other applicable law, the provisions of this Agreement will supersede any contrary provisions of the Act or other applicable law.

20. Rights of Creditors and Third Parties. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party will have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

21. Entire Agreement: Amendment. This Agreement represents the entire agreement between the Member and the Company and supersedes any prior written or oral agreement respecting the Company. This Agreement only may be amended by the written consent of the Member.

22. References to the Company and Other References. References to the "Company" shall include, in addition to the surviving corporation in a merger, any merging corporation or limited liability company (including any corporation or limited liability company having merged with a merging corporation or limited liability company) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its managers, members of the board of managers, directors, officers and employees or agents, so that any person who was a manager, member of the board of managers, director, officer, employee or agent of such merging corporation or limited liability company, or was serving at the request of such merging corporation or limited liability company, as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, shall stand in the same position under the provisions of this Agreement with respect to the surviving corporation or limited liability company as such person would have with respect to such merging corporation or limited liability company, if its separate existence had continued.

23. Certain Definitions. For purposes of this Agreement, each reference to "other enterprise" shall include employee benefit plans; and references to "serving at the request of the Company" shall include any service as a Manager, officer, employee or agent of the Company which imposes duties on, or involves services by such person with respect to an employee benefit plan, its participants, or beneficiaries.

24. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. Terms defined in the current tense shall have a comparable meaning when used in the past or future tense and vice versa. Terms defined as a noun shall have a comparable meaning when used as an adjective, adverb, or verb and vice versa. Whenever the term "include" or "including" is used in this Agreement, it shall mean "including, without limitation" (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. Unless otherwise limited, the words "hereof", "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision. As used herein, "person" means any individual, partnership, corporation, limited liability company, joint venture, trust, estate, association or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. Each reference herein to any entity includes any successor thereto.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

COMPANY:

Z GOLF FOOD & BEVERAGE SERVICES, LLC

By: 

Name: John Zaruka

Title: Chief Executive Officer

MEMBER:

WEDGEWOOD INTERMEDIATE HOLDING CORPORATION

By: _____

Name: Erik E. Maurer

Title: Chairman, Vice President and Secretary

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.


COMPANY:

Z GOLF FOOD & BEVERAGE SERVICES, LLC

By: _____
Name: John Zaruka
Title: Chief Executive Officer

MEMBER:

WEDGEWOOD INTERMEDIATE HOLDING CORPORATION

By: 
Name: Erik E. Maurer
Title: Chairman, Vice President and Secretary

PUBLIC NOTICE

Park County
Board of County Commissioners
Public hearing
501 Main Street, Fairplay
Thursday March 22, 2018

Application for: To Grant a new Hotel and Restaurant License (County).

License has been filed by: John W. Zaruka, William J. Zaruka, Erik E. Maurer, Brett P. Holcomb and Anna Worthington.

Applicant Name: Z Golf Food & Beverage Services, LLC.
Db a Wedgewood Wedding at Mountain View Ranch, Willows

Said building is located: 11853 S. Elk Creek Rd. Pine, CO.

Petition(s) and remonstrance must be filed at the Park County Clerk's Office on or before: March 22, 2018.

Debra A. Green
Park County Clerk and Recorder

ATTACHMENT A
RE: Other Interests

DR 8404 QUESTION 14: Has a liquor or beer license ever been issued to the applicant?
DR 8404-I QUESTIONS 8 & 9: Have you ever applied for, held or had an interest in a State of Colorado
 Liquor of Beer License... or, Have you applied for or been denied a liquor license anywhere in the U.S.?

Yes:

DBA Name	LOCATION
Wedgewood at Mountain View Ranch, Willows	Park County, CO
Wedgewood at Mountain View Ranch, Creekside	Jefferson County, CO
Wedgewood at Brittany Hill	Thornton, CO
Wedgewood at Black Forest	El Paso County, CO
Wedgewood at Ken Caryl	Jefferson County, CO
Wedgewood Wedding & Banquet Center	Larimer County, CO
Wedgewood on Boulder Creek	Boulder County, CO
Wedgewood Weddings Jefferson Street Manson	Benicia, CA
Wedgewood Weddings Galway Downs	Temecula, CA
Wedgewood Weddings Lindsay Grove	Mesa, AZ
Wedgewood Weddings Ocotillo	Chandler, AZ
Wedgewood Weddings Stone Tree	Marin, CA
Wedgewood Weddings Redwood Canyon	Castro Valley, CA
Wedgewood Wedding & Banquet Center	Wadsworth, IL
Wedgewood Palm Valley	Goodyear, AZ
Wedgewood Las Vegas at Stallion Mountain	Las Vegas, NV
Wedgewood Banquet Center	San Ramon, CA
Wedgewood Banquet Center	Ventura, CA
Wedgewood Banquet Center	Oakland, CA
Wedgewood Crystal Springs F&B	Burlingame, CA
Wedgewood Foxtail F&B	Robert Park, CA
Wedgewood Wedding & Banquet Center	San Clemente, CA
Wedgewood Wedding & Banquet Center	Chino Hills, CA
Wedgewood Wedding & Banquet Center	Placerville, CA
Wedgewood Wedding & Banquet Center	Carmel, CA
Wedgewood Wedding & Banquet Center	Fresno, CA
Wedgewood Wedding & Banquet Center	Upland, CA
Wedgewood Wedding & Banquet Center	Fallbrook, CA

Wedgewood Wedding & Banquet Center	Corona, CA
Wedgewood Wedding & Banquet Center	Jurupa Valley, CA
Wedgewood Wedding & Banquet Center	Pittsburg, CA
Wedgewood Wedding & Banquet Center at Brentwood Golf Club	Brentwood, CA
Wedgewood Wedding & Banquet Center at Green River	Corona, CA
Wedgewood Wedding & Banquet Center	Napa, CA
Wedgewood Wedding & Banquet Center	Camarillo, CA
Wedgewood Wedding & Banquet Center	Menifee Lakes, CA

PETITION FOR THE ISSUANCE
OF A LODGING & ENTERTAINMENT
LIQUOR LICENSE TO:
Z GOLF FOOD & BEVERAGE SERVICES LLC
DOING BUSINESS AS
WEDGEWOOD AT MOUNTAIN VISTA RANCH, WILLOWS
FOR THE PREMISES AT
11853 S. ELK CREEK RD, PINE, CO 80470

RECEIVED
CLERK & RECORDER
FAIRPLAY, COLORADO

2018 FEB 20 P 12:07

We the undersigned, being at least twenty-one years of age, and living (or doing business) within one mile of 11853 S. Elk Creek Rd, Pine, Colorado, are in favor of and do support the request of Z Golf Food & Beverage Services LLC, doing business as Wedgewood at Mountain Vista Ranch, Willows, for the issuance of a Lodging and Entertainment License to provide malt, vinous and spirituous liquor at 11853 S. Elk Creek Rd, Pine, Park County, State of Colorado, and freely and voluntarily sign this petition for the issuance of the license.

Date:	Print Name:	Address:	Support? Yes/ No	Signature:	
✓ 1-30-18	Rachelle Rausch	11852 S. Elk Creek Rd ^{Signed}	yes	Rachelle Rausch	Park
✓ 1-30-18	Greg Rausch	34700 Circle D	yes	Jefferson County	Park
1-30-18	Vera Dunwoody	34700 Juniper Ln	yes	JD	
✓ 1-30-18	Bonnie Berkowski	11772 S. Elk Creek Rd	yes	Bonnie Berkowski	Park
? 1/30/18 ^{2:45 pm}	FOLYERS	11802 S. Elk Creek	Not Name	not home	
✓ 1/30/18	Daniel Richmeier	11762 S. Elk	yes	Daniel Richmeier	Park
1-30-18	Greg Cerman	30470 Upper Aspen	yes	Jefferson County	
✓ 1-30-18	Rachelle Rausch	603 Z-p Lane ^{Signed}	yes	Rachelle Rausch	
1/30/18	not name Park	35631 upper aspen lane	not name		
1/30/18	not name Park	35611 upper aspen lane	not name		
✓ 1/30/18	Doreen Flemming	35370 upper Aspen Lane ^{yes}	yes	Doreen Flemming	Park
? 1/30/18	FRED WOLF	11762 S Juniper Rd	yes	Jefferson County	Not Park
1/30/18	Drayton Dunwoody	11773 11773 Elk Creek Rd	yes	Jefferson CO	
1/30/18	VERA DUNWOODY	11773 11773 Elk Creek Rd	yes	Jefferson CO	

PETITION FOR THE ISSUANCE
 OF A LODGING & ENTERTAINMENT
 LIQUOR LICENSE TO:
 Z GOLF FOOD & BEVERAGE SERVICES LLC
 DOING BUSINESS AS
 WEDGEWOOD AT MOUNTAIN VISTA RANCH, WILLOWS
 FOR THE PREMISES AT
 11853 S. ELK CREEK RD, PINE, CO 80470

We the undersigned, being at least twenty-one years of age, and living (or doing business) within one mile of 11853 S. Elk Creek Rd, Pine, Colorado, are in favor of and do support the request of Z Golf Food & Beverage Services LLC, doing business as Wedgewood at Mountain Vista Ranch, Willows, for the issuance of a Lodging and Entertainment License to provide malt, vinous and spirituous liquor at 11853 S. Elk Creek Rd, Pine, Park County, State of Colorado, and freely and voluntarily sign this petition for the issuance of the license.

Addresses not Name

Date:	Print Name:	Address:	Support? Yes/ No	Signature:
1/30/18		11722 Elk Creek Dr		Jefferson CO
		35370 Upper Aspen Lane		
		35308 upper aspen lane - gate locked		
		35270 upper aspen lane - no doorbell		
		35181 lower aspen lane		
		35160 lower aspen lane		
		35085 lower aspen lane		
		55061 lower aspen lane		Jefferson CO
		34990 lower aspen lane		
		34940 lower aspen lane		
		34891 lower aspen lane		
		34890 lower aspen lane		
		34457 circle drive		
		34727 circle drive		

12-47-426. Lodging and entertainment license.

(1) A lodging and entertainment license may be issued to a lodging and entertainment facility selling alcohol beverages by the drink only to customers for consumption on the premises. A lodging and entertainment facility licensee shall have sandwiches and light snacks available for consumption on the premises during business hours but need not have meals available for consumption.

(2)(a) A lodging and entertainment facility licensed to sell alcohol beverages as provided in this section shall purchase alcohol beverages only from a wholesaler licensed pursuant to this article or article 46 of this title; except that, during a calendar year, a lodging and entertainment facility licensed to sell alcohol beverages as provided in this section may purchase not more than two thousand dollars' worth of:

(I) Malt, vinous, and spirituous liquors from a retailer licensed pursuant to section 12-47-407 or 12-47-408; and

(II) Fermented malt beverages from a retailer licensed pursuant to section 12-46-104 (1)(c).

(b) A lodging and entertainment facility licensee shall retain evidence of each purchase of malt, vinous, or spirituous liquors from a retailer licensed pursuant to section 12-47-407 or 12-47-408 and each purchase of fermented malt beverages from a retailer licensed pursuant to section 12-46-104 (1)(c), in the form of a purchase receipt showing the name of the licensed retailer, the date of purchase, a description of the alcohol beverages purchased, and the price paid for the alcohol beverages. The lodging and entertainment facility licensee shall retain the receipt and make it available to the state and local licensing authorities at all times during business hours.

(3)(a) Except as provided in paragraph (b) of this subsection (3), it is unlawful for any owner, part owner, shareholder, or person interested directly or indirectly in lodging and entertainment licenses to conduct, own either in whole or in part, or be directly or indirectly interested in any other business licensed pursuant to this article or article 46 of this title.

(b) An owner, part owner, shareholder, or person interested directly or indirectly in a lodging and entertainment license may have an interest in:

(I) A license described in section 12-46-104 (1)(c), 12-47-401 (1)(j) to (1)(t), (1)(v), or (1)(w), or 12-47-410 (1); or

(II) A financial institution referred to in section 12-47-308 (4).

(4)(a) Each lodging and entertainment facility licensee shall manage or have a separate and distinct manager for each licensed premises and shall register the manager of each licensed premises with both the state and the local licensing authority. A person shall not be a registered manager for more than one lodging and entertainment license.

(b) The registered manager for each lodging and entertainment license, the lodging and entertainment facility licensee, or an employee or agent of the lodging and entertainment facility licensee shall purchase alcohol beverages for one licensed premises only, and the purchases shall be separate and distinct from purchases for any other lodging and entertainment license.

(c) When a person ceases to be a registered manager for a lodging and entertainment license, the lodging and entertainment facility licensee shall notify the licensing authorities within five days and shall designate a new registered manager within thirty days.

(d) The state licensing authority or the local licensing authority may refuse to accept any person as a registered manager unless the person is satisfactory to the respective licensing authorities as to character, record, and reputation. In determining a registered manager's character, record, and reputation, the state or local licensing authority may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by the agency.

(e) The lodging and entertainment facility licensee shall pay a registration fee, not to exceed seventy-five dollars, for actual and necessary expenses incurred in determining the character, record, and reputation of each registered manager. The lodging and entertainment facility licensee shall pay the fee to both the state and the local licensing authority.

(5) At the time a tavern license issued under section 12-47-412 is due for renewal or by one year after August 10, 2016, whichever occurs later, a person licensed as a tavern that does not have as its principal business the sale of alcohol beverages, has a valid license on August 10, 2016, and is a lodging and entertainment facility may apply to, and the applicable local licensing authority shall, convert the tavern license to a lodging and entertainment license under this section, and the person may continue to operate as a lodging and entertainment facility licensee. A person applying to convert an existing tavern license to a lodging and entertainment license under this subsection (5) may apply to convert the license, even if the location of the licensed premises is within five hundred feet of any public or parochial school or the principal campus of any college, university, or seminary, so long as the local licensing authority has previously approved the location of the licensed premises in accordance with section 12-47-212 (1)(d).

12-47-313(c)(d)



Wedgewood Weddings at Mountain View Ranch, Willows
11853 S. Elk Creek Rd, Pine, CO 80470
Park County - L&E License



Wedgewood Weddings at Mountain View Ranch, Creekside
11883 S. Elk Creek Rd, Pine, CO 80470
Jefferson County - L&E License



Google Earth

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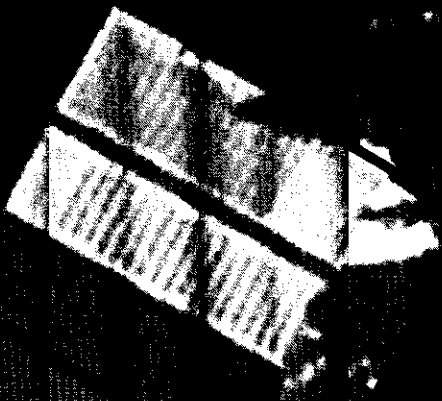
JEFFERSON
PARK

Elk Creek Rd

83

1184

Wedgewood Weddings at Mountain View Ranch, Willows
11853 S. Elk Creek Rd, Pine, CO 80470
Park County - L&E License



Google Map of property - To be modified

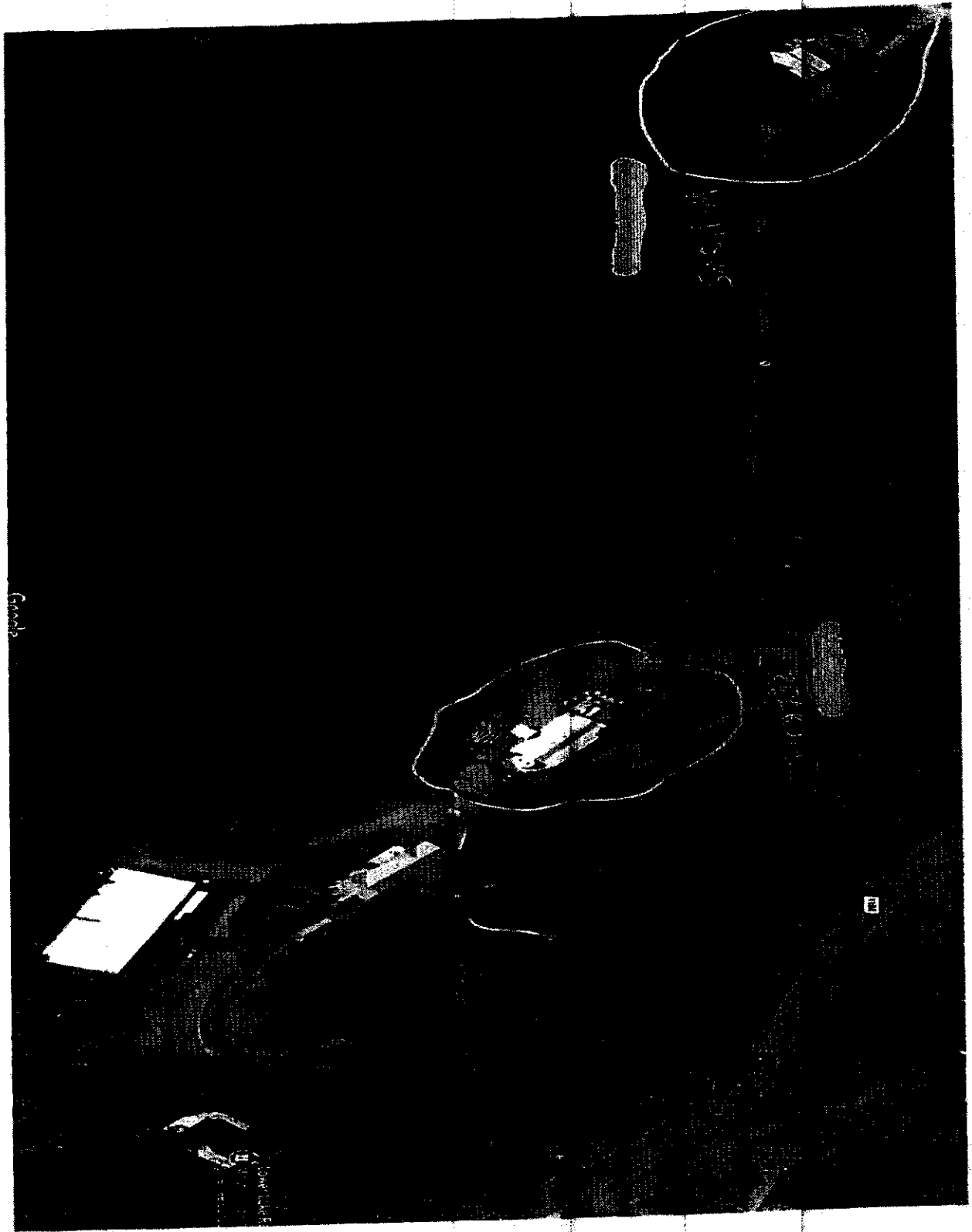


EXHIBIT B

**APPLICATION TO GRANT A NEW HOTEL AND RESTAURANT LICENSE
FOR Z GOLF FOOD & BEVERAGE SERVICES, LLC DBA WEDGEWOOD
WEDDING AT MOUNTAIN VIEW RANCH WILLOWS.**

Applicant: Z Golf Food and Beverage Services, LLC.

Presenter: Lori Jaidinger, Deputy Clerk.

Commissioner Brazell read Opening Statement into the record.

Applicant submitted documents which were made part of the record.

For the record:

John Stonebraker.

Vera Dunwody.

Anna Worthington.

Drayton Dunwody.

Commissioner Elsner.

Commissioner Brazell.

Commissioner Dowaliby.

Public Comment:

None.

Action: Elsner moved to close Public Comment. Dowaliby seconded, carried 3-0.

Action: Elsner moved to approve New License as presented. Dowaliby seconded, carried 3-0.

Action: Elsner moved to adjourn as Liquor Board and reconvene as Board of County Commissioners. Dowaliby seconded, carried 3-0.

**APPROVE/DENY THE PARK COUNTY PUBLIC WORKS RIGHT OF WAY
UTILITY ACCOMMODATION CODE**

Presenter: Tom Eisenman, County Manager.

For the record:

Greg Kasperek.

Josh Liss.

Emily Hone.

Action: Elsner moved to approve Utility Accommodation Code as presented. Dowaliby seconded, carried 3-0.

RESOLUTION NO 2018 - 11

12-47-426. Lodging and entertainment license.

(1) A lodging and entertainment license may be issued to a lodging and entertainment facility selling alcohol beverages by the drink only to customers for consumption on the premises. A lodging and entertainment facility licensee shall have sandwiches and light snacks available for consumption on the premises during business hours but need not have meals available for consumption.

(2)(a) A lodging and entertainment facility licensed to sell alcohol beverages as provided in this section shall purchase alcohol beverages only from a wholesaler licensed pursuant to this article or article 46 of this title; except that, during a calendar year, a lodging and entertainment facility licensed to sell alcohol beverages as provided in this section may purchase not more than two thousand dollars' worth of:

(I) Malt, vinous, and spirituous liquors from a retailer licensed pursuant to section 12-47-407 or 12-47-408; and

(II) Fermented malt beverages from a retailer licensed pursuant to section 12-46-104 (1)(c).

(b) A lodging and entertainment facility licensee shall retain evidence of each purchase of malt, vinous, or spirituous liquors from a retailer licensed pursuant to section 12-47-407 or 12-47-408 and each purchase of fermented malt beverages from a retailer licensed pursuant to section 12-46-104 (1)(c), in the form of a purchase receipt showing the name of the licensed retailer, the date of purchase, a description of the alcohol beverages purchased, and the price paid for the alcohol beverages. The lodging and entertainment facility licensee shall retain the receipt and make it available to the state and local licensing authorities at all times during business hours.

(3)(a) Except as provided in paragraph (b) of this subsection (3), it is unlawful for any owner, part owner, shareholder, or person interested directly or indirectly in lodging and entertainment licenses to conduct, own either in whole or in part, or be directly or indirectly interested in any other business licensed pursuant to this article or article 46 of this title.

(b) An owner, part owner, shareholder, or person interested directly or indirectly in a lodging and entertainment license may have an interest in:

(I) A license described in section 12-46-104 (1)(c), 12-47-401 (1)(j) to (1)(t), (1)(v), or (1)(w), or 12-47-410 (1); or

(II) A financial institution referred to in section 12-47-308 (4).

(4)(a) Each lodging and entertainment facility licensee shall manage or have a separate and distinct manager for each licensed premises and shall register the manager of each licensed premises with both the state and the local licensing authority. A person shall not be a registered manager for more than one lodging and entertainment license.

(b) The registered manager for each lodging and entertainment license, the lodging and entertainment facility licensee, or an employee or agent of the lodging and entertainment facility licensee shall purchase alcohol beverages for one licensed premises only, and the purchases shall be separate and distinct from purchases for any other lodging and entertainment license.

(c) When a person ceases to be a registered manager for a lodging and entertainment license, the lodging and entertainment facility licensee shall notify the licensing authorities within five days and shall designate a new registered manager within thirty days.

(d) The state licensing authority or the local licensing authority may refuse to accept any person as a registered manager unless the person is satisfactory to the respective licensing authorities as to character, record, and reputation. In determining a registered manager's character, record, and reputation, the state or local licensing authority may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by the agency.

(e) The lodging and entertainment facility licensee shall pay a registration fee, not to exceed seventy-five dollars, for actual and necessary expenses incurred in determining the character, record, and reputation of each registered manager. The lodging and entertainment facility licensee shall pay the fee to both the state and the local licensing authority.

(5) At the time a tavern license issued under section 12-47-412 is due for renewal or by one year after August 10, 2016, whichever occurs later, a person licensed as a tavern that does not have as its principal business the sale of alcohol beverages, has a valid license on August 10, 2016, and is a lodging and entertainment facility may apply to, and the applicable local licensing authority shall, convert the tavern license to a lodging and entertainment license under this section, and the person may continue to operate as a lodging and entertainment facility licensee. A person applying to convert an existing tavern license to a lodging and entertainment license under this subsection (5) may apply to convert the license, even if the location of the licensed premises is within five hundred feet of any public or parochial school or the principal campus of any college, university, or seminary, so long as the local licensing authority has previously approved the location of the licensed premises in accordance with section 12-47-312 (1)(a).