


Liquor License Transfer of Ownership Application Staff Report

DATE: JANUARY 31, 2025

TO: DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 

CC: SCOTT WEEKS, SENIOR PLANNER
SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES

SUBJECT: **CAMPUS LOUNGE BACKCOUNTRY, LLC – TAVERN LIQUOR LICENSE TRANSFER**

PROJECT FILE: LL2025-012

OWNER:
CAMPUS LOUNGE BACKCOUNTRY, LLC
10989 SUNDIAL RIM ROAD
HIGHLANDS RANCH, CO 80126

REPRESENTATIVE:
MICHELLE PALMQUIST
PALMQUIST PROFESSIONAL SERVICES

LOCAL LIQUOR LICENSING AUTHORITY HEARING:

February 10, 2025

I. REQUEST

A. Request

Approval of a transfer of ownership for a tavern liquor license for Campus Lounge Backcountry, LLC d/b/a Campus Lounge Backcountry.

B. Project Description

An application for a liquor license transfer was submitted on December 23, 2024. A tavern liquor license must comply with Section 44-3-414 of the Colorado Liquor Code. Under a tavern liquor license, alcoholic beverages must be sold for consumption on the premises.

C. Location

The site is located at 10989 Sundial Rim Road in Highlands Ranch, south and west of Backcountry Drive.

II. CONTEXT

On December 23, 2024, staff received an application to transfer the existing liquor license. Submitted background checks show relevant criminal history; therefore, the application is presented to the Liquor Licensing Authority for a decision on the license transfer request.

This site was originally approved with project file SP2006-077 and allows for restaurant uses as part of the SIP approval. The business hours of alcohol sales are Thursdays 4 pm to 10 pm, Fridays 4 pm to 11 pm, and Saturdays 4 pm to 10 pm. There will be between 7 and 10 part-time employees. The premises will be closely monitored by the manager on duty.

III. AUTHORITY

Authority to act on this transfer of ownership application is provided under Section 44-3-303 of the Colorado Liquor Code.

IV. PUBLIC NOTICE AND INPUT

In accordance with the Colorado Liquor Code, public notice is required to be posted on the site and published in a local newspaper. No public comment has been received.

V. STAFF ANALYSIS

A tavern liquor license may be approved upon the finding that:

- Notice was posted and published.
Staff Comment: Notice was posted on January 31, 2025 and published on January 30, 2025.
- The licensee is of good moral character.
Staff Comment: Background investigations are complete and show relevant criminal history.
- The licensee has legal possession of the premises.
Staff Comment: The applicant has provided the lease agreement showing legal possession of the premises.
- The premises is suitable for the requested license.
Staff Comment: The property is zoned as Planned Development (PD) and a Site Improvement Plan (SIP) was approved for the use.

VI. STAFF ASSESSMENT

Staff has evaluated the liquor license in accordance with the Colorado Liquor Code. Should the Authority find that the requirements for the liquor license transfer are met, the following proposed condition shall be considered for inclusion in the motion to approve the license:

1. Prior to issuance of the license, the State of Colorado License shall be approved and provided to Douglas County.

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DR 8404 (08/08/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

* **Note that the Division will not accept cash** Paid by Check Date Uploaded to MoveIt
 Paid Online

New License New-Concurrent Transfer of Ownership State Property Only Master file

- 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: SBG.Colorado.gov/Liquor

Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Married Couple Partnerships)

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

Campus Lounge Backcountry, LLC

FEIN Number State Sales Tax Number

Trade Name of Establishment (DBA) Business Telephone

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

City County State ZIP Code

Mailing Address (Number and Street) City or Town State ZIP Code

Email Address

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

Present Trade Name of Establishment (DBA)

Present State License Number Present Class of License Present Expiration Date

Section A Nonrefundable application fees*

<input type="checkbox"/>	Application Fee for New License	\$1,100.00
<input type="checkbox"/>	Application Fee for New License with Concurrent Review	\$1,200.00
<input checked="" type="checkbox"/>	Application Fee for Transfer.....	\$1,100.00

Section B Liquor License Fees*

<input type="checkbox"/>	Add Optional Premises to H & R	\$100.00 X	<input type="text"/>	Total	<input type="text"/>
<input type="checkbox"/>	Add Sidewalk Service Area.....				\$75.00
<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"/>	Entertainment Facility License (City).....				\$500.00
<input type="checkbox"/>	Entertainment Facility License (County).....				\$500.00
<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 with one optional premises (City).....				\$600.00
<input type="checkbox"/>	Hotel and Restaurant License with one optional premises (County).....				\$600.00

Section B Liquor License Fees* (Continued)

<input type="checkbox"/> Liquor–Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/> Liquor–Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/> Lodging Facility License (City).....	\$500.00
<input type="checkbox"/> Lodging Facility License (County)	\$500.00
<input type="checkbox"/> Manager Registration - H & R	\$30.00
<input type="checkbox"/> Manager Registration - Tavern	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex	\$30.00
<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City)	\$500.00
<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> 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

Section B Liquor License Fees* (Continued)

- Retail Liquor Store (County).....\$312.50
- Tavern License (City).....\$500.00
- Tavern License (County).....\$500.00
- Vintners Restaurant License (City).....\$750.00
- Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/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: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
 The Vendors are as follows:
IdentoGO
 Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
 Phone: 844-539-5539 (toll-free)
 IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>
 State Liquor Code for IdentoGO: 25YQHT
Colorado Fingerprinting
 Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
 Phone: 720-292-2722 833-224-2227 (toll free)
 State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

- 1. 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 No
- 2. 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?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

- 3. 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?..... Yes No

If "yes", explain in detail.

- 4. 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? Yes No

or

Waiver by local ordinance? Yes No

Other

- 5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **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..... Yes No N/A

6. 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 (<) 10,0000? **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..... Yes No N/A

For additional Retail Liquor Store only. N/A

a. Was your Retail Liquor Store License issued on or before January 1, 2016?... Yes No

b. Are you a Colorado resident?..... Yes No

7. 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..... Yes No SEE ATTACHMENT

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?**..... Yes No

Ownership Lease Other (Explain in detail) Food and Beverage Service Agreement

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

Landlord	Tenant	Expires
Backcountry Association, Inc.	Campus Lounge Backcountry, LLC	12/31/2029

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½” X 11”.

9. 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	
N/A			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	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.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: N/A
Has a local ordinance or resolution authorizing optional premises been adopted?... Yes No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following: N/A
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... Yes No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** N/A

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... Yes No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... Yes No

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?..... Yes No

13. Brew-Pub, Distillery Pub or Vintner’s Restaurant applicants answer the following: N/A

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... Yes No

14. Campus Liquor Complex applicants answer the following: N/A

a. Is the applicant an institution of higher education?..... Yes No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... Yes No

If “yes” please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

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

Last Name of Manager First Name of Manager

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

Name

Type of License Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following: N/A

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... Yes No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License N/A

If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: Yes No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements: Yes No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

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

Name	Date of Birth (MM/DD/YY)
Owen Olson	08/18/1980

Street Address
1042 S Pearl St

City	State	ZIP Code	Position	% Owned
Denver	CO	80209	Member	20.5

Name	Date of Birth (MM/DD/YY)
William Frankland	09/19/1980

Street Address
4582 Clay St

City	State	ZIP Code	Position	% Owned
Denver	CO	80211	Executive, Member	12.5

Name	Date of Birth (MM/DD/YY)
Colin Bunker	09/03/1981

Street Address
1612 S Columbine St

City	State	ZIP Code	Position	% Owned
Denver	CO	80210	Executive, Chairman, Mmbr	10.4

Name	Date of Birth (MM/DD/YY)
Jason Romero	

Street Address
3890 Newman St

City	State	ZIP Code	Position	% Owned
Wheat Ridge	CO	80033	Manager, Exec, Sec, Mmbr	5

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... Yes No

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 and Wine Code which affect my license.


Printed Name

Jason Romero

Title

Manager of its Sole Member

Authorized Signature



Date (MM/DD/YY)

12/16/2024

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)

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

Date of inspection or anticipated date

Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

Yes No

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? Yes No

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.

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? Yes No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for Telephone Number Town, City
 County

Printed Name Title

Signature Date (MM/DD/YY)

Printed Name Title

Signature Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Jason Romero

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter “Waiver”) on behalf of

(the “Applicant/Licensee”)

Campus Lounge Backcountry, LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee’s liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. (“Liquor Code”), and the Colorado Liquor Rules, 1 CCR 203-2 (“Liquor Rules”), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant’s/Licensee’s duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Campus Lounge Backcountry, LLC

Social Security Number/Tax Identification Number

720-99-4544377

Home Phone Number

N/A

Business/Work Phone Number

(720) 879-8105

Street Address

10989 Sundial Rim Rd

City

Highlands Ranch

State

CO

ZIP Code

80126

Printed name of person signing on behalf of the Applicant/Licensee

Jason Romero

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Jason Romero
5FC30CE2AC57464...

Date Signed

12/16/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

CAMPUS LOUNGE BACKCOUNTRY, LLC
ATTACHMENT TO DR-8404
COLORADO LIQUOR RETAIL LICENSE APPLICATION

QUESTION 7:

Campus Lounge Backcountry, LLC is owned by Recess Holdco LLC. Recess Holdco LLC also owns Lohi Beer Garden, LLC dba Recess H&R license # 03-03845 and Recess Campus Lounge, Corp dba Campus Lounge H&R license # 03-13087.

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

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

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

Name of Business

Campus Lounge Backcountry, LLC

Home Phone Number

N/A

Cellular Number

(303) 710-3848

Your Full Name (last, first, middle)

Bunker, Colin, Emil

List any other names you have used

N/A

Mailing address (if different from residence)

(same)

Email Address

ColinBunker@gmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

1612 S Columbine St

Current City, State, ZIP

Denver, Colorado 80210

From:

05/2016

To:

Current

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Kiewit

Address (Street, Number, City, State, ZIP)

10055 Trainstation Circle, Lone Tree, Colorado 80124

Position Held

Sponsor

From:

06/2003

To:

Current

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

I am a part owner in Lohi Beer Garden, LLC dba Recess H&R license # 03-03845 and Recess Campus Lounge, Corp dba Campus Lounge H&R license # 03-13087.

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

None that I know of.

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

Individual History Record (Continued)

(If yes, answer in detail.)

8. Have you ever had any professional license suspended, revoked, or denied?... Yes No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth 09/03/1981	Social Security Number [REDACTED]	Place of Birth Sebastopol, CA
-----------------------------	--------------------------------------	----------------------------------

U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
--	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
--------------------------------------	---	-------------------------------------

If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
--	---

Height 5' 9"	Weight 215	Hair Color Blond	Eye Color Brown	Gender Male
-----------------	---------------	---------------------	--------------------	----------------

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment Cash	Loans N/A	Account Type Checking
Bank Name FirstBank	Amount \$35,000	
Type: Cash, Services or Equipment _____	Loans _____	Account Type _____
Bank Name _____	Amount _____	
Type: Cash, Services or Equipment _____	Loans _____	Account Type _____
Bank Name _____	Amount _____	

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

Name of Lender N/A	Address _____
Term _____	Security _____
Amount _____	

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Colin Bunker

Print Signature

Colin Bunker

Title

Date (MM/DD/YY)

Member, Executive, Chair of Executive Board, of its Sole Member

12/13/2024

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

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

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

Name of Business

Campus Lounge Backcountry, LLC

Home Phone Number

N/A

Cellular Number

(720) 280-6260

Your Full Name (last, first, middle)

Frankland, William, Robert

List any other names you have used

N/A

Mailing address (if different from residence)

(same)

Email Address

William@RecessBeerGarden.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

4582 Clay St

Current City, State, ZIP

Denver, Colorado 80211

From:

10/2017

To:

Current

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Lohi Beer Garden, LLC

Address (Street, Number, City, State, ZIP)

2715 17th Street, # 103, Denver, Colorado 80202

Position Held

Owner

From:

11/2014

To:

Current

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Alex Stokeld

Relationship to You:

Cousin

Position Held

Owner

Name of Licensee

GB Fish and Chips, GB Fish & Chips 3, GB Fish & Chips 4

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

I am a part owner in Lohi Beer Garden, LLC dba Recess H&R license # 03-03845 and Recess Campus Lounge, Corp dba Campus Lounge H&R license # 03-13087.

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?... Yes No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth 09/19/1980	Social Security Number [REDACTED]	Place of Birth Denver, Colorado
-----------------------------	--------------------------------------	------------------------------------

U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
--	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
--------------------------------------	---	-------------------------------------

If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
--	---

Height 6' 2"	Weight 200	Hair Color Blond	Eye Color Blue	Gender Male
-----------------	---------------	---------------------	-------------------	----------------

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment Cash	Loans N/A	Account Type Checking
Bank Name FirstBank	Amount \$35,000	
Type: Cash, Services or Equipment _____	Loans _____	Account Type _____
Bank Name _____	Amount _____	
Type: Cash, Services or Equipment _____	Loans _____	Account Type _____
Bank Name _____	Amount _____	

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

Name of Lender N/A	Address _____
Term _____	Security _____
Amount _____	

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

William Frankland

Print Signature

William Frankland

Title

Date (MM/DD/YY)

Member, Executive, of its Sole Member

12/16/2024

Individual History Record

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

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

Name of Business

Campus Lounge Backcountry, LLC

Home Phone Number

720-237-7143 N/A

Cellular Number

720-237-7143

Your Full Name (last, first, middle)

OWEN OWEN OWEN OWEN OWEN Olson, Owen, Christopher
--

List any other names you have used

N/A

Mailing address (if different from residence)

2600 S Josephine St Denver, CO 80210

Email Address

owen@recessbeergarden.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

1042 S Pearl St

Current City, State, ZIP

Denver, CO 80209

From:

1/1/2018

To:

12/16/2024 current

Previous Street and Number

--

Previous City, State, ZIP

--

From:

--

To:

--

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

LoHi Beer Garden

Address (Street, Number, City, State, ZIP)

2715 17th st suite 103 Denver, CO 80211

Position Held

Owner/manager

From:

9/2015

To:

11/2023

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative	Relationship to You:
<input type="text"/>	<input type="text"/>
Position Held	Name of Licensee
<input type="text"/>	<input type="text"/>
Name of Relative	Relationship to You:
<input type="text"/>	<input type="text"/>
Position Held	Name of Licensee
<input type="text"/>	<input type="text"/>

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

Yes at Recess Beer Garden and Campus Lounge	Lohi Beer Garden, LLC dba Recess H&R license # 03-03845 and Recess Campus Lounge, Corp dba Campus Lounge H&R license # 03-13087.
---	--

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

No

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

Yes minor things over 20 years ago in college

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

No

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?... Yes No

(If yes, answer in detail.)

No

Personal and Financial Information

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

Date of Birth 08/18/1980	Social Security Number [REDACTED]	Place of Birth Denver , Colorado
-----------------------------	--------------------------------------	-------------------------------------

U.S. Citizen YES <input type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
---	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
--------------------------------------	---	-------------------------------------

If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
--	---

Height 6foot	Weight 225	Hair Color Brown	Eye Color Blue	Gender Male
-----------------	---------------	---------------------	-------------------	----------------

Do you have a current Driver's License/ID? If so, give number and state.Yes..... Yes No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash	N/A	Checking
Bank Name	Amount	
FirstBank	\$35,000	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
N/A	
Term	Security
Amount	

Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

Oath of Applicant

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

Authorized Signature

Print Signature

Title

Date (MM/DD/YY)

DR 8404-I (03/06/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO Box 17087
Denver CO 80217-0087
(303) 205-2300

Individual History Record

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

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

Name of Business

Campus Lounge Backcountry, LLC

Home Phone Number

N/A

Cellular Number

(720) 879-8105

Your Full Name (last, first, middle)

Romero, Jason, Theodore

List any other names you have used

N/A

Mailing address (if different from residence)

(same)

Email Address

j.romero@recessbeergarden.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

3890 Newman St

Current City, State, ZIP

Wheat Ridge, CO, 80033

From:

05/1/2017

To:

Current

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Recess Holdco., LLC

Address (Street, Number, City, State, ZIP)

2715 17th St., Denver, CO, 80211

Position Held

CEO/Managing Partner

From:

12/1/2022

To:

Current

Name of Employer or Business

South Broadway Country Club

Address (Street, Number, City, State, ZIP)

2265 S. Broadway

Position Held

Director of Operations

From:

07/1/2018

To:

12/1/2022

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

I am part owner in Lohi Beer Garden, LLC dba Recess H&R license # 03-03845 and Recess Campus Lounge, Corp dba Campus Lounge H&R license # 03-13087.

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

None that I know of.....

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?... Yes No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth 07/25/1981	Social Security Number [REDACTED]	Place of Birth Denver, Colorado
-----------------------------	--------------------------------------	------------------------------------

U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]
--	---	--------------------

Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]
--------------------------------------	---	-------------------------------------

If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]
--	---

Height 6' 2"	Weight 185	Hair Color Black	Eye Color Brown	Gender Male
-----------------	---------------	---------------------	--------------------	----------------

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number [REDACTED]	Driver's License State Colorado
---------------------------------------	------------------------------------

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash	N/A	Checking
Bank Name	Amount	
FirstBank	\$35,000	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
N/A	
Term	Security
	Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Oath of Applicant

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

Authorized Signature

Jason Romero

Print Signature

Jason Romero

Title

Date (MM/DD/YY)

Member, CEO/Managing Partner of its Sole Member

12/13/2024

BACKCOUNTRY SUNDIAL HOUSE FOOD AND BEVERAGE SERVICE AGREEMENT

This Food and Beverage Service Agreement for the Backcountry Sundial House (Agreement), dated 18th day of December, 2024, is between the Backcountry Association, Inc. located at 10989 Sundial Rim Road, Highlands Ranch, Colorado 80126 (Association) and Campus Lounge Backcountry, LLC located at 2715 17th St. Unit 103, Denver, CO 80211 (Operator). The Association and Operator may be referred to individually as “Party” or collectively as “Parties” in this Agreement.

WHEREAS:

1. The Backcountry Sundial House (Sundial House) is located at 10989 Sundial Rim Rd., Highlands Ranch, Colorado 80126, in Douglas County, Colorado, and is owned by the Association. The Sundial House is the Association’s community center as depicted in Attachment A. The main floor has a welcome desk, on-site staff offices, a kitchen, Pikes Pub, Lounge, Community Room, restrooms and the Outdoor Terrace. The basement has several rooms and offices, including a storage room with enclosed storage and desks. The Association converted the kitchen from the original developer’s Demonstration Kitchen to allow for commercial food service and has made food service available to its Members¹ and their Related Users² since approximately 2017.
2. The Sundial House is an amenity for the exclusive use of Association Members and their Related Users. As a result, the general public is not invited into the Sundial House.
3. The Association and Operator desire to make Food and Beverage Service, including alcoholic beverage service, available to Members and their Related Users at the Sundial House.
4. The Association and Operator understand that on or before the date Operator begins selling alcoholic beverages at Pikes Pub pursuant to this Agreement, Operator must obtain the necessary permits and/or Tavern Liquor License from Douglas County and the State of Colorado Department of Revenue Liquor Enforcement Division (Licensing Authorities) to commence performance of Operator’s obligations hereunder. Association’s current food and beverage service provider has a contractual obligation to transfer the Tavern Liquor License it currently holds to the Association.

Association and Operator, in consideration of the mutual covenants and agreements set forth herein, agreed as follows:

1. Term. Agreement will begin on or about 1 December 2024 and have a five-year term. The Parties anticipate that Operator will begin its Food and Beverage Service in January 2025. Notwithstanding the foregoing, Operator acknowledges that the current Food and Beverage Service Provided may not vacate the Sundial House premises subject to this Agreement prior to such date; in such event, the start date for this Agreement and the obligations hereunder shall be extended accordingly.

¹ A Member is established by Section 2.58 of the Amended and Restated Subassociation Declaration for Backcountry Association, Inc. of Highlands Ranch Community Association, Inc. (Declaration).

² Related User is defined in Declaration Section 2.72 and includes persons who are part of the Member’s household and a Member’s guests and invites.

2. Premises: Operator will enjoy the exclusive use of the Sun Dial House Kitchen, Pikes Pub and storage areas as specifically identified and described in Exhibit A. All such areas described in Exhibit A are referred to as “Premises.”
3. Grant of Exclusive Rights. Association appoints Operator to provide Food and Beverage Service at Pikes Pub for Association Members and their Related Users. Operator will provide Food and Beverage Service at and from the Sundial House Kitchen and Pikes Pub as described in Exhibit B. Association grants to Operator the right to provide such Food and Beverage.
4. Tavern Liquor License Rights.
 - a. Association further grants Operator the right to apply for and obtain a Tavern Liquor License, including a temporary license, and permits required by Colorado and Douglas County authorities. Costs associated with the application or transfer of the license will be borne by Operator. Association will use its best efforts to facilitate the transfer of the current Tavern Liquor License to Operator pursuant to its contract with the current concessionaire, which Operator has reviewed.
 - b. Operator shall renew the Tavern Liquor License and permits as required by licensing authorities during the term of this Agreement and the expenses associated with such renewal will be paid by the Operator.
 - c. Upon termination of this Agreement, Operator will transfer the Tavern Liquor License and other licenses and permit(s) to sell alcoholic beverages to Association or Association’s designee, to the extent such transfer is permitted by the licensing authorities, and the expenses associated with such transfer will be reimbursed or paid by the transferee.
5. Association Responsibilities.
 - a. Association shall keep all the improvements upon the premises, including but not limited to, structural components, interior and exterior walls, floors, ceilings, roofs, sewer connections, plumbing, wiring, and glass in good working order. Association will perform maintenance and repairs of such improvements at Association's expense, except expenses for damages caused by the acts of the Operator or Operator's employees or agents which will be charged to Operator. Operator shall notify the Association of conditions requiring repair and the Association shall accomplish said repair within a reasonable time. Operator is responsible for frequently removing and cleaning service items, disposing of trash, and cleaning surfaces in the Sundial House throughout and at the close of Operator’s hours of operation each day in a manner and standard applicable to the food industry.
 - b. Association will provide Operator and its employees, agents, and suppliers access to Association property.
 - c. Association will support the Food and Beverage Service Operator offers Members and their Related Users through communication channels the Association currently utilizes and without the Association incurring additional costs to include email notices and signs within the community.

- d. Association will communicate Operator's Food and Service offerings to Members and their Related Users renting Sundial House facilities/spaces.

6. Operator Responsibilities.

- a. Operator will provide Food and Beverage Service Thursday through Saturday of each week beginning at 4:00PM each day and until the Sun Dial House closes at 10:00PM on Thursdays and 11:00PM on Fridays and Saturdays. Operator's employees, staff and agents shall start a minimum of 30 minutes prior to the beginning of each day's service. Days and hours of operation may change only upon the mutual written agreement of the Parties. The Parties will not unreasonably withhold agreement to such change.
- b. Operator will provide Food and Beverage Service on additional days and for special and lifestyle events upon mutual written agreement of the Parties³. The Parties will not unreasonably withhold agreement to such change.
- c. Operator will supply its own inventory of food and beverages and cookware, equipment, glassware, serving ware, utensils, condiments, paper products and other items commonly used in connection with the operation of the Food and Beverage Service. Operator is responsible for all the costs of providing the Food and Beverage Service and is responsible for payments of suppliers of such inventory and equipment. Operator may charge Members and their Related Users a fee for its Food and Beverage service.
- d. Operator will operate the Food and Beverage Service in accordance with all applicable local, state and federal laws, ordinances, regulations and policies.
- e. Operator will obtain and maintain all required licenses and permits and shall pay all required local state and federal taxes arising from the Food and Beverage Service.
- f. Operator is responsible for and will pay any fines or penalties arising out of its operation of the Food and Beverage Service, including any attorneys' fees or costs accruing against or incurred by the Association.
- g. Operator is responsible for the hiring and payment of its employees, staff and agents, including payment of all applicable taxes, fees and worker's compensation insurance. Operator shall provide service levels that include appropriate levels of staffing to support the needs of Members and their Related Users. Operator will use due care to supervise its employees and agents.
- h. Operator shall at all times keep the general area in which the Food and Beverage Service are to be performed clean and free from accumulation of waste materials, grease or rubbish caused by performance of the Food and Beverage Service. Operator is responsible for ongoing and continuous cleaning and clearing of all surfaces that come in contact with food, including tabletops and floors, commensurate with standards in the food service

³ By way of example, the Parties may agree to provide Food and Beverage Service on Cinco De Mayo.

industry during its hours of operation. Operator shall also clean after closing Service at the end of each day to prepare the Sundial House for the next day's Service. Cleaning includes daily cleaning of surfaces, furniture, floors, bathroom surface cleaning and trash pickup.

- i. Operator will promptly take all action(s) necessary to maintain the Food and Beverage Service in good standing.

7. Communication. Operator shall meet at least monthly with the Association's General Manager or his/her designee to review all items and topics germane to the Service. Each party may request additional meetings and the other party will use best efforts to schedule and attend such meetings.

8. Merchandise and Products. Operator may use Association's pictures, drawings, designs, brand names and trademarks (Intellectual Property) upon the written approval of the Association's Board of Directors. This permission to utilize Association's Intellectual Property is limited to merchandise and products sold exclusively and solely at or from the Sundial House.

9. Monthly Fee.
 - a. Operator shall pay Association 10% of gross sales generated by the Operator's Service and merchandise and product sales, unadjusted for any expenses, but excluding sales tax and tips (Monthly Fee). The Monthly Fee is due and payable without notice by the 15th of the month for the previous month's sales, delivered to the Association at 10989 Sundial Rim Rd., Highlands Ranch, Colorado 80126, Attn: General Manager. Operator must provide a detailed calculation of the Monthly Fee with each payment, in Xcel format, as more fully described in Exhibit C and agrees that the Association has the right to audit Operator's records upon request. Monthly Fee(s) outstanding ten (10) days after payment is due shall be subject to an interest charge of 1.5% per month of the outstanding amount due and will continue to accrue until the Monthly Fee(s) and interest has been paid in full. Operator shall attach a copy of income reported to the State for Backcountry location only for backup purposes.

 - b. The Monthly Fee payable during the initial two (2) months (January and February 2025) of operation shall be waived. The Monthly Fee payable during the third (3rd) and fourth (4th) months (March and April 2025) of operation shall be at the reduced rate of 5% of gross sales unless otherwise mutually agreed by the Parties in writing.

10. Assignment. Operator shall not assign this Agreement or any part therein.

11. Use of Premises. Operator does not have exclusive use of the Sundial House and understands the Association and its Members and their Related Users may utilize the building at times for rentals, events, meetings or other purposes. Operator shall not use the Premises in a manner prohibited by the Association, laws of the United States or the State of Colorado or by the ordinances of Douglas County and shall neither permit nor suffer any disorderly conduct, noise, or nuisance that will disturb any persons occupying adjacent premises or other portions of the Sundial House. Further, Operator shall not use the Premises for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

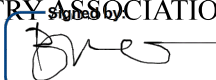
12. Alterations to Premises. Operator shall not alter the Premises without written consent of the Association. The Parties anticipate that Operator plans to remove the Pike Peaks countertop to install equipment, install additional televisions in Pikes Pub and professionally installed string lighting on the Outdoor Terrace in locations mutually agreed upon by the Parties.
13. Publicly Displayed Signs. Operator acknowledges the Association's governing documents prevent changing the name of the Sundial House and Pikes Pub, however, the Association, in its sole discretion, may allow Operator to install a sign to reasonably identify Operator's name, services and products. The Parties intend for Operator to display its name on the Kitchen wall below the oven vent; an area that separates the Kitchen and Community Dining areas.
14. Insurance. Operator's commercial general liability policy and other liability policies must include contractual liability that applies to the hold harmless and indemnification clauses of this Agreement and name the Association and Association's Directors, Officers and management company. Operator shall submit a valid Certificate(s) of Insurance evidencing the required coverages, including the insurance carriers' names, policy numbers, and coverage expiration dates. Operator shall name Association and Association's directors, officers and community manager(s) as Additional Insured parties under the required insurance policies. Operator will provide at least ten (10) days written notice to the Association of any policy cancellations or significant changes affecting any of the required insurance policies. Association will provide Operator with proof of liability insurance for the Sundial House.
15. Indemnification. Operator agrees to indemnify, defend, and hold harmless Association and Association's directors, officers and managers against all liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with all acts, including negligent, reckless and intentional acts, of Operator or Operator's employees, contractors, subcontractors, consultants, or anyone for whom the Operator is liable.
16. Association's Entry and Other Rights. Operator's use of the Sundial House is non-exclusive. The Association shall have the right and authority to enter the Sundial House and Premises at any hour. Operator acknowledges the Sundial House's spaces, rooms, offices and restrooms are open to and will be used by Association and its Members and their Related Users at the discretion of the Association, including during Operator's operating hours. The Association will, from time to time and at any time, utilize and rent portions of the Sundial House to other parties.
17. Termination.
 - a. Either Party may terminate this Agreement without cause upon delivery of written notice of termination to the other Party at least sixty (60) days in advance of the date which the Agreement is to be terminated. Upon termination, Operator must cease Service, pay all monies owing Association, remove its property and employees from the Sundial House and Premises, return all Association property in its possession (e.g., keys) and pay for any damages Operator caused or causes through the date that the move-out and return of property is complete.
 - b. Termination for Cause. In the event Operator violates or breaches a term of this Agreement, the Association shall deliver written notice of the breach to the Operator. Upon notice of breach, the Operator must cure the default within ten (10) business days from the date of delivery of the written notice unless the breach cannot be cured in such time. In such event,

Operator shall commence to cure within 10 days and diligently pursue the cure to completion. The Association's failure to deliver such written notice(s) does not constitute a waiver of the Association's rights under this section.

- c. Upon Operator's failure to cure a breach within the required time period or upon Operator's breach of this Agreement after (3) prior opportunities to cure during the term of this Agreement, the Association may terminate this Agreement and, if so terminated, Operator shall immediately surrender the Sundial House, cease Food and Beverage Service, pay all monies owing Association, immediately remove its property and employees from the Sundial House, return all Association property in its possession (e.g., keys) and pay for any damages Operator caused or causes on the date listed in the written notice of breach. Further, Operator shall be responsible for damage it caused or causes through the date that the move-out and return of property is complete.
18. Casualty. If the property or the Sundial House is destroyed in whole or in part by fire, the elements, or other casualty and if, in the sole opinion of the Association, they cannot be repaired within ninety (90) days from said casualty and the Association informs the Operator of said decision or if the Premises are materially damaged and the Association informs the Operator it does not desire to repair same and desires to terminate this Agreement, then this Agreement shall terminate on the date of such casualty. In the event of such termination, Operator shall immediately surrender the possession of the Premises and Association property to the Association. In such an event, Association shall grant Operator a license to enter the premises at reasonable times to remove Operator's possessions from the Premises.
19. Attorney's Fees. In the event any dispute arises concerning the terms of this Agreement, the services contemplated hereby or the nonpayment of any sums under this Agreement and the matter is turned over to an attorney or litigation is filed, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees and costs from the other party.
20. Operator's Insolvency. This Agreement is made with the express understanding and agreement that in the event the Operator becomes insolvent, the Association may declare this Agreement terminated, and all rights of the Operator hereunder shall terminate and cease. However, Association may pursue remedies against Operator.
21. No Partnership, Agency or Joint Venture. Nothing herein contained will be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or any similar arrangement between Association and Operator.
22. Third Party Beneficiaries. This Agreement has been made and entered into for the sole protection and benefit of the Parties and their respective successors and assigns and no other person or entity will have any right or action under this Agreement.
23. Modification. The terms of this Agreement may not be altered or amended unless such alteration or amendment is in writing and signed by both Parties.
24. Miscellaneous Terms:

- a) No assent, express or implied, to any breach or default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach or default.
- b) Operator shall be allowed to use furniture, fixtures, appliances and storage areas within the Sundial House as identified in Exhibit A.
- c) This Agreement shall be conditioned upon the approval by applicable licensing authorities of Operator's application for a license for the operations contemplated hereunder, and in the event such application is not promptly approved, either party hereunder may immediately terminate this Agreement. Operator must maintain applicable licensing and comply with licensing agency rules and regulations throughout the term of this Agreement.
- d) This Agreement shall be subordinate to all existing and future security interests on the Sundial House.
- e) Operator shall not cause, suffer or permit any mechanics, materialman's, or other liens or encumbrances to attach to or be recorded against any portion of Association's property and shall indemnify and hold harmless Association from and against any and all claims, losses, damages, Association's attorney's fees and costs and injuries of any nature whatsoever resulting from or arising out of any liens or encumbrances.
- f) This Agreement may be executed in counterparts, with each counterpart to constitute an original and all counterparts, taken together, to constitute one and the same agreement.
- g) All notices shall be in writing and be personally delivered or sent by first class mail, postage prepaid, unless otherwise provided by law, to the respective Parties at the address listed in this Agreement.
- h) If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.
- i) This Agreement shall be binding on all parties, their personal representatives, successors, and assigns.
- j) When used herein, the singular shall include the plural.
- k) This Agreement will be interpreted under and governed by the laws of the State of Colorado. Venue for any action arising under this Agreement is Douglas County Colorado.
- l) This Agreement may be executed in counterparts, with each counterpart to constitute an original and all counterparts, taken together, to constitute one and the same agreement.

BACKCOUNTRY ASSOCIATION, INC.:

DocuSigned by:

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SIGNATURE: _____

NAME: Dorothy Macias Musco

TITLE: President

DATE: 12/20/2024

CAMPUS LOUNGE BACKCOUNTRY, LLC:

DocuSigned by:

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SIGNATURE: _____

NAME: Jason Romero

TITLE: Manager

DATE: 12/18/2024

EXHIBIT A

The Sundial House includes kitchen, Pikes Pub and storage.

EXHIBIT B

EXHIBIT B

Example of Food and Beverage Service Offerings

EXHIBIT C

Payment Form to be completed in Excel

Backcountry Association / Campus Lounge	
Shared Profit Report	
Due on the 15th of each month	
Reporting Period (month & year):	
Gross Sales	
Sales Tax and Tips	
Total (Gross Sales minus Tax & Tips)	
Shared Profit Rate (%):	
Total Amount Due (Total Gross Sales minus Tax & Tips x 10%)	
Late Payment add 1.5%	
Please attach a copy of the State Tax Return for this reporting period.	
<i>I certify, under penalty of perjury, that the statements made herein are to the best of my knowledge true, complete and correct.</i>	
Signature:	
Title:	
Date:	



Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is Campus Lounge Backcountry, LLC

The principal office street address is

2715 17th St Unit 103
Denver CO 80211
US

The principal office mailing address is

2715 17th St Unit 103
Denver CO 80211
US

The name of the registered agent is Campus Lounge Backcountry, LLC

The registered agent's street address is

2715 17th St Unit 103
Denver CO 80211
US

The registered agent's mailing address is

2715 17th St Unit 103
Denver CO 80211
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Jason Romero
2715 17th St Unit 103
Denver CO 80211
US

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., and, if applicable, 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.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Jason Romero
2715 17th St Unit 103
Denver CO 80211
US

OPERATING AGREEMENT

This Operating Agreement (“**Agreement**”) of Campus Lounge Backcountry, LLC, a Colorado limited liability company (the “**Company**”), effective as of August 20, 2024 (the “**Effective Date**”), is entered into by Recess Holdco LLC, a Colorado limited liability company, as the sole member of the Company (the “**Member**”).

WHEREAS, the Company was formed as a limited liability company on August 20, 2024 by the filing of a Articles of Organization (the “**Articles**”) with the Secretary of State of the State of Colorado pursuant to and in accordance with the Colorado Limited Liability Company Act and any successor statute thereto, as amended from time to time, and the Colorado Business Corporation Act and any successor statute thereto, as amended from time to time (together, the “**Act**”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is Campus Lounge Backcountry, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
3. Principal Office; Registered Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be as set forth in the Articles, or such other location as the Member may from time to time designate.
 - (b) Registered Agent. The registered agent of the Company for service of process in the State of Colorado and the registered office of the Company in the State of Colorado shall be that person and location reflected in the Articles. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.
4. Member.
 - (a) Member. The Member owns 100% of the membership interests in the Company. The name and the business, residence or mailing address of the Member are as follows:

Recess Holdco LLC
2715 17th St, Unit 103
Denver, CO 80211

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

5. Management.

(a) Authority; Powers and Duties of the Manager. The management of the Company shall be vested in the Managers (the “**Managers**”). Recess Holdco LLC is designated as the sole Manager. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. Without limiting the powers granted under the Act, the Manager is authorized, directed and empowered, in the name and on behalf of the Company, to take all actions and execute all agreements and other documents (including, without limitation, instruments evidencing indebtedness and instruments of acquisition and conveyance) that the Manager deems necessary, appropriate convenient or advisable to conduct the business of the Company. Action required or permitted to be taken by the Members or the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members or the Manager, as applicable, and delivered to the Company for inclusion in the minutes or for filing with the Company records.

(b) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

6. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member and the Manager (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys’ fees) whatsoever incurred by the Member or the Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or the Manager on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided

out of and to the extent of Company assets only, and neither the Member, the Manager nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file Articles of Dissolution in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(d) No Third Party Beneficiaries. This Agreement is for the sole benefit of the Company and the Member, and no other person is intended to be a beneficiary of this Agreement or shall have any rights hereunder. Without limiting the generality of the foregoing, except as otherwise expressly provided in the Act or applicable law, no creditor shall have any rights with respect to any agreement between the Company and the Members with respect to capital contributions or otherwise under this Agreement.

(e) Writings and Signatures. The term “writing” or “written” may include electronic-mail messages or other electronic records as defined in the Uniform Electronic Transactions Act, C.R.S.A. §24-71.3-102(7), but any such writing will not constitute written notice under this Operating Agreement, the Colorado Business Corporation Act, or the Colorado Corporations and Associations Act unless delivered and received in accordance with the Colorado Business Corporations Act, the Colorado Corporations and Associations Act, the Articles of Organization or this Operating Agreement. For purposes of this Operating Agreement and the Colorado Business and Associations Act, the term “signature” or “signed” shall mean: (i) manual signatures of the applicable person or such person's authorized representative, which signatures may be delivered by facsimile or in portable document format, tagged image format or other electronic format, (ii) any electronic mail message or other writing in machine-readable format that includes the phrase “signed by [name]” or the notation “/s/ [name]” or words of similar import, or (iii) any electronic mail message or other writing that the Company determines evidences the intent of the applicable person to create a signature, and any document or instrument bearing such a signature shall be considered “signed”. The decision of the Company to accept or reject any signature shall be final and determinative.

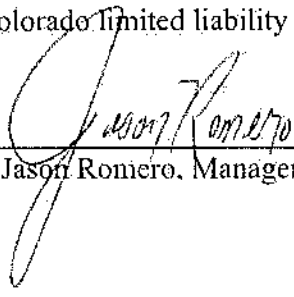
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

RECESS HOLDCO LLC,
a Colorado limited liability company

By: _____


Jason Romero, Manager

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Campus Lounge Backcountry, LLC

is a

Limited Liability Company

formed or registered on 08/20/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241866637 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/11/2024 that have been posted, and by documents delivered to this office electronically through 12/13/2024 @ 10:21:04 .

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 12/13/2024 @ 10:21:04 in accordance with applicable law. This certificate is assigned Confirmation Number 16804206 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website 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 website, <https://www.coloradosos.gov/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 website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

January 30, 2025

Campus Lounge Backcountry, LLC
2715 17th St #103
Denver, CO 80211

Dear Applicant,

This letter is to advise you that the Douglas County Local Liquor Licensing Authority (Authority) will convene on February 10, 2025, at 1:30 pm for a public hearing due to the results of the required background check received from the Colorado Bureau of Investigation (CBI).

On December 23, 2024, staff received an application to transfer the existing liquor license. The CBI background check results received by Douglas County show relevant criminal history; thus the application is scheduled for a hearing before the Authority.

In accordance with Regulation 44-3-303(I)(C)(III) of the Colorado Liquor Code- "Prior to holding a hearing...the local licensing authority shall notify the applicant of the hearing at least ten days before the hearing and shall post, or may direct the license applicant to post, a notice of the hearing in a conspicuous location on the licensed premises for at least ten consecutive days before the hearing."

The notice must not be less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height and stating:

**NOTICE OF HEARING BY ORDER
OF THE DOUGLAS COUNTY
LOCAL LIQUOR LICENSING AUTHORITY
REGARDING THE CAMPUS LOUNGE BACKCOUNTRY
TRANSFER APPLICATION
ON FEBRUARY 10, 2025 AT 1:30 PM
AT 100 THIRD STREET
CASTLE ROCK COLORADO 80104**

Please feel free to contact me if you have any questions at (303) 814-4349.

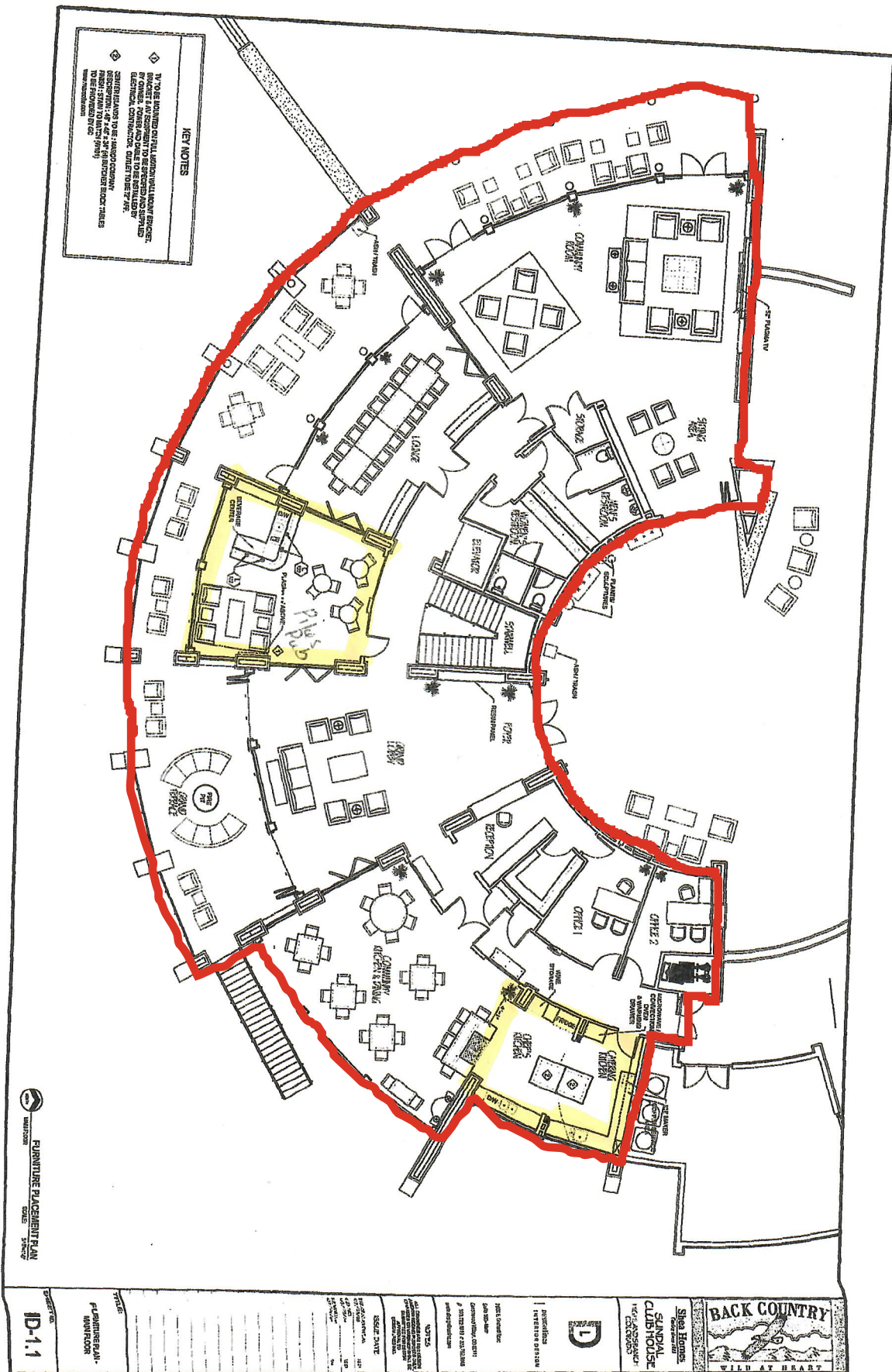
Sincerely,

Shanna Austin

Shanna Austin
Manager, Public Outreach and Assistance
Planning Resources Division, Community Development

cc: Douglas County Local Liquor Licensing Authority
Kelly Dunnaway, Deputy County Attorney

CAMPUS LOUNGE BACKCOUNTRY DIAGRAM OF PREMISES
 10989 Sundial Rim Rd, Highlands Ranch, CO 80126



New Liquor License Hearing Questions

1. Are the documents which you provided for the liquor license application still accurate and valid?
2. Is the property leased or owned?
3. What is the buildings occupancy limit?
4. Have you owned or operated a similar establishment with a liquor license in the past
5. Is this a new or existing business (how long in existence?)
6. How many full and part time employees do you have?
7. Why type of service do you provide? Is there a menu which can be reviewed?
8. What are the hours of operation for liquor sales?
9. Are all your employees trained on the liquor code?
10. Please list what particular training or program you use?
11. Are there any point of sale systems in place to check identification?
12. What do you do if an employee violates the policy and serves a minor?
13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check?
14. Will you have a policy that all individuals purchasing alcohol will be asked for identification and will you post a sign informing customers of this policy?
15. How is liquor secured during hours of operation and when closed?
16. Is there an outside area or patio? If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area?
17. Outside of the formal petition, why do you believe there is a community need and desire in this are for this type of service?
18. Are you confident that you can comply with the liquor code?

1. **Are the documents which you provided for the liquor license application still accurate and valid?** We recently found out that Lohi Beer Garden, LLC dba Recess had a liquor license violation in 2017 for sale to a minor. The doorman accepted a vertical ID of a police cadet and stamped his arm. The bartender saw the stamp and served the minor police cadet. The employees involved were terminated. We have since instituted a no vertical ID policy.
2. **Is the property leased or owned?** Leased under a Food and Beverage Service Agreement
3. **What is the buildings occupancy limit?** We do not know the occupancy. Can we check the prior licensee's application?
4. **Have you owned or operated a similar establishment with a liquor license in the past?** Yes, our parent company *Recess Hold Co* owns Lohi Beer Garden, LLC dba Recess Beer Garden in downtown Denver since September 2015 and Recess Campus Lounge, Corp dba Campus Lounge in Denver's Wash Park neighborhood, which we acquired in January 2020.
5. **Is this a new or existing business (how long in existence?)** We're transferring ownership of the liquor license of an existing restaurant and will operate our Campus Lounge concept into the space.
6. **How many full and part-time employees do you have?** We will have seven to ten part time employees.
7. **Why type of service do you provide? Is there a menu which can be reviewed?** We are a full-service restaurant. Please see menu attached.
8. **What are the hours of operation for liquor sales?** Thursdays 4pm – 10pm, Fridays 4pm – 11pm, Saturdays 4pm – 10pm.
9. **Are all your employees trained on the liquor code?** All employees will be required to have TIPS or ServSafe certification.

10. **Please list what particular training or program you use?** TIPS or ServSafe
11. **Are there any point of sale systems in place to check identification?** Toast point-of-sale
12. **What do you do if an employee violates the policy and serves a minor?** We have a written zero-tolerance Alcohol Service Policy. If an employee serves a minor, they will be terminated.
13. **How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check?** Employees will be required to check every ID. We will have our own compliance checks.
14. **Will you have a policy that all individuals purchasing alcohol will be asked for identification and will you post a sign informing customers of this policy?** Our Alcohol Service Policy requires ID checking of anyone who orders alcohol and IDs for each drink ordered.
15. **How is liquor secured during hours of operation and when closed?** All liquor is in a locked cage or locked storage area.
16. **Is there an outside area or patio? If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area?** Yes, there is an outside patio area, which is fully visible from the inside service areas through large floor to ceiling windows that surround the patio.
17. **Outside of the formal petition, why do you believe there is a community need and desire in this area for this type of service?** Yes, there is a strong community need and desire for our services. The Back Country Association is a lifestyle community with amenities for its Member Residents and their guests to enjoy. The closing of the business by the previous tenants has left a void for the community. They are eagerly anticipating Campus Lounge Backcountry's reopening of their beloved restaurant and bar area.
18. **Are you confident that you can comply with the liquor code?** Yes, we have operated two other liquor licensed establishments with only one violation in 2017, more than seven years ago.

Starters

CHIPS & DIP À LA CARTE

SALSA \$5 | GUAC \$6 | QUESO \$7

CHIPS & DIP TRIO \$13

House-made salsa, guacamole and queso.
Served with tortilla chips

STREET TACOS \$12

Ask your server or bartender for details

CAULIFLOWER WINGS \$14

Fried cauliflower served with one sauce or dry rub, carrots, celery and choice of ranch or bleu cheese
Sauces: Bourbon BBQ | Buffalo
Dry Rubs: Lemon Pepper | Everything Bagel

CAMPUS WINGS \$18

Bone-in wings served with one sauce or dry rub, carrots, celery and choice of ranch or bleu cheese
Sauces: Bourbon BBQ | Buffalo
Dry Rubs: Lemon Pepper | Everything Bagel

THE LOUNGE BOARD (MP)

Served with a variety cheeses, meats and spreads

Salads

ADD CHICKEN +6 • SALMON +8 • STEAK +8

CAESAR SALAD \$12

Romaine, parmesan, croutons, house-made caesar dressing

WEDGE SALAD \$14

Iceberg, bleu cheese crumbles, tomato, red onion, bacon, bleu cheese dressing

GREEK SALAD \$15

Romaine, feta crumbles, red onion, tomato, cucumber, kalamata olive, red wine vinaigrette.
Served with warm pita bread.

Kids

GRILLED CHEESE & FRIES \$10

LIL CHEESEBURGER & FRIES \$10

CHEESE QUESADILLA & FRIES \$10

BUTTERED NOODLES \$10

CHICKEN TENDERS & FRIES \$12

Desserts

VANILLA ICE CREAM \$5

Add chocolate syrup +1

SLICE OF THE WEEK \$11

Ask your server or bartender for details

Mains

NACHOS LIBRE \$14

Tortilla chips layered with queso, pico de gallo, pickled jalapeños, sour cream and guacamole
Add chicken or ground beef (+6)

CHICKEN TENDERS \$16

Hand-breaded chicken tenders. Served with choice of fries and Bourbon BBQ or Buffalo sauce.

CHICKEN ENCHILADAS \$18

Corn tortillas, shredded chicken, cheddar jack cheese, choice of sour cream sauce or pork green chili. Served with black beans, Spanish rice, lettuce and tomato

PASTA OF THE MOMENT \$18

Ask your server or bartender for details

SALMON ENTRÉE \$23

Salmon filet served with lemon relish and choice of two sides

STEAK OF THE MONTH (MP)

Chef's cut served with cowboy butter and choice of two sides

Burgers & Sandwiches

SERVED WITH CHOICE OF FRIES
SUB SIDE SALAD +3 • SUB GF BUN +2

CAMPUS LOUNGE SMASHBURGER \$13

Beef patty, American cheese, house-made burger sauce, pickle, onion

VEGGIE SMASHBURGER \$14

Beyond Beef patty, American cheese, house-made burger sauce, pickle, onion

BACON BBQ JALAPEÑO SMASHBURGER \$15

Beef patty, American cheese, hickory-smoked bacon, house-made BBQ sauce, pickled jalapeño

GRILLED CHICKEN SANDWICH \$15

Grilled chicken breast, lettuce, pickle, garlic aioli

BLACKENED SALMON SANDWICH \$20

Blackened salmon, spring mix, roasted tomato relish, parmesan cheese, garlic aioli on a ciabatta roll

Sides

FRENCH FRIES \$5

SWEET POTATO FRIES \$5

SPANISH RICE \$5

BROCCOLINI \$5

BLACK BEANS \$5

Consuming raw or uncooked eggs, poultry, shellfish, seafood or meat may increase your risk of foodborne illness. Our fryer is shared with non-gluten-free items. Some items on our menu contain tree nuts. Please make any allergies known.

Drafts

- MICHELOB ULTRA \$7
- KONA BIG WAVE GOLDEN ALE \$7
- RIDGE RUNNER WEST COAST IPA \$8
- JUICE DROP HAZY IPA \$8

Cans & Bottles

- HAMM'S LAGER \$5
- BUD LIGHT \$6
- COORS LIGHT (16oz) \$7
- COORS BANQUET (16oz) \$7
- HIGH NOON VODKA SELTZER \$7
- BRECKENRIDGE MOUNTAIN BEACH SOUR \$7
- MODELO ESPECIAL (16oz) \$8
- NON-ALCOHOLIC BEER ROTATOR - MP

Cocktails

- TIKI PUNCH \$12**
Vodka, simple syrup, triple sec, cranberry, tiki bitters
- HUCKLEBERRY MULE \$12**
Huckleberry vodka, lemon juice, ginger beer
- ESPRESSO MARTINI \$14**
Vanilla vodka, espresso liqueur, Irish cream
- MAPLE BOURBON OLD FASHIONED \$12**
Whiskey, maple syrup and bitters
- WISCO OLD FASHIONED \$12**
Brandy, simple syrup, cherry juice and bitters
- BOURBON & BERRIES OLD FASHIONED \$12**
Whiskey, house-made blueberry simple syrup and bitters

OLD FASHIONED FLIGHT \$20

Samples of all three specialty old fashioned cocktails

Happy Hour

THURS - SAT | 4PM - 6PM

- GLASS OF WINE \$5**
Pinot Grigio / Chardonnay / Cabernet Sauvignon
- CHEESE QUESADILLA \$5**
- CHIPS & QUESO \$5**
- TIKI PUNCH \$8**
- GRILLED CHEESE & FRIES \$8**
- CAESAR SALAD \$8**
- SPECIALTY OLD FASHIONED \$10**
- LIL CHEESEBURGER & FRIES \$10**
- CAULIFLOWER WINGS \$10**

Wine

WHITE

- J ROGET**
Sparkling Brut - New York
\$8 Glass • \$31 Bottle
- SILVERGATE**
Chardonnay - California
\$8 Glass • \$31 Bottle
- CHLOE**
Pinot Grigio - Washington
\$10 Glass • \$39 Bottle
- 13 CELSIUS**
Sauvignon Blanc - New Zealand
\$10 Glass • \$39 Bottle
- CAMPO VIEJO**
Rosé - Spain
\$10 Glass • \$39 Bottle
- MIONETTO**
Prosecco - Italy
\$11 Glass Only
- KIM CRAWFORD**
Sauvignon Blanc - New Zealand
\$13 Glass • \$51 Bottle
- LA CREMA**
Chardonnay - California
\$14 Glass • \$55 Bottle

RED

- MARKSTONE**
Cabernet Sauvignon - California
\$8 Glass • \$31 Bottle
- CAMPO VIEJO**
Rioja - Spain
\$10 Glass • \$39 Bottle
- THE SHOW**
Malbec - Argentina
\$11 Glass • \$43 Bottle
- BENZIGER**
Cabernet Sauvignon - California
\$12 Glass • \$47 Bottle
- IMAGERY**
Pinot Noir - California
\$13 Glass • \$51 Bottle

BOTTLES

- ALEXANDER VALLEY**
Cabernet Sauvignon - California
\$70 Bottle
- THE PRISONER**
Red Blend - California
\$80 Bottle
- RIDGE THREE VALLEYS**
Red Blend - California
\$90
- 8 YEARS IN THE DESERT**
Red Blend - California
\$110 Bottle



Campus Lounge Backcountry

LL2025-012



LEGEND

- Roads
- Major Roads
- ▭ Parcels - PARCELS
- ▭ PD - PLANNED DEVELOPMENT



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