

Colorado Liquor Retail License Application

☒ 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: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation BSH Littleton, LLC			FEIN Number
2a. Trade Name of Establishment (DBA) Bunker Littleton		State Sales Tax Number 	Business Telephone TBD
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 2100 W. Littleton Boulevard, Suite C			
City Littleton	County Arapahoe	State CO	ZIP Code 80120
4. Mailing Address (Number and Street) 2100 W. Littleton Boulevard, Suite C		City or Town Littleton	State CO ZIP Code 80120
5. Email Address 			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License\$1,550.00 ☒ Application Fee for New License w/Concurrent Review\$1,650.00 ☐ Application Fee for Transfer\$1,550.00		☐ Liquor-Licensed Drugstore (County)\$312.50 ☒ Lodging & Entertainment - L&E (City)\$500.00 ☐ Lodging & Entertainment - L&E (County)\$500.00 ☐ Manager Registration - H & R\$75.00 ☐ Manager Registration - Tavern\$75.00 ☐ Manager Registration - Lodging & Entertainment\$75.00 ☐ Manager Registration - Campus Liquor Complex\$75.00 ☐ Optional Premises License (City)\$500.00 ☐ Optional Premises License (County)\$500.00 ☐ Racetrack License (City)\$500.00 ☐ Racetrack License (County)\$500.00 ☐ Resort Complex License (City)\$500.00 ☐ Resort Complex License (County)\$500.00 ☐ Related Facility - Campus Liquor Complex (City)\$160.00 ☐ Related Facility - Campus Liquor Complex (County)\$160.00 ☐ Related Facility - Campus Liquor Complex (State)\$160.00 ☐ Retail Gaming Tavern License (City)\$500.00 ☐ Retail Gaming Tavern License (County)\$500.00 ☐ Retail Liquor Store License-Additional (City)\$227.50 ☐ Retail Liquor Store License-Additional (County)\$312.50 ☐ Retail Liquor Store (City)\$227.50 ☐ 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	
Section B Liquor License Fees*			
☐ Add Optional Premises to H & R\$100.00 X Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X Total _____ ☐ Add Sidewalk Service Area\$75.00 ☐ Arts License (City)\$308.75 ☐ Arts License (County)\$308.75 ☐ Beer and Wine License (City)\$351.25 ☐ Beer and Wine License (County)\$436.25 ☐ Brew Pub License (City)\$750.00 ☐ Brew Pub License (County)\$750.00 ☐ Campus Liquor Complex (City)\$500.00 ☐ Campus Liquor Complex (County)\$500.00 ☐ Campus Liquor Complex (State)\$500.00 ☐ Club License (City)\$308.75 ☐ Club License (County)\$308.75 ☐ Distillery Pub License (City)\$750.00 ☐ Distillery Pub License (County)\$750.00 ☐ Hotel and Restaurant License (City)\$500.00 ☐ Hotel and Restaurant License (County)\$500.00 ☐ Hotel and Restaurant License w/one opt premises (City)\$600.00 ☐ Hotel and Restaurant License w/one opt premises (County)\$600.00 ☐ Liquor-Licensed Drugstore (City)\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

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

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☒ A. Applicant/Licensee identified ☒ B. State sales tax license number listed or applied for at time of application ☒ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☒ E. All sections of the application need to be completed ☐ F. 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 ☒ A. No larger than 8 1/2" X 11" ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☒ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☒ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents ☒ A. Complete DR 8404-I for each principal (Individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://enroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☒ A. Copy of articles of organization ☒ B. Certificate of Good Standing ☒ C. Copy of Operating Agreement (if applicable) ☐ D. 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 ☐ A. \$75.00 fee ☒ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name BSH Littleton, LLC	Type of License Lodging & Entertainment	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes ☐ No ☒		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		☐ ☒		
b. Had an alcohol beverage license suspended or revoked?		☐ ☒		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		☐ ☒		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		☐ ☒		
		or		
Waiver by local ordinance?		☐ ☐		
Other: _____				
11. 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 (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☐		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☐		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☐		
13 b. Are you a Colorado resident?		☐ ☐		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.		☒ ☐		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		☒ ☐		
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Prinzoc Littleton, LLC	Tenant BSH Littleton, LLC	Expires 10/2026		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒		
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 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name None	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		☐ ☐		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. 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.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				
If "yes" a copy of license must be attached.				
☐ ☐				

Name BSH Littleton, LLC		Type of License Lodging & Entertainment	Account Number	
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				Yes No
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				☐ ☐
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				☐ ☐
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?				☐ ☐
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				☐ ☐
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?				☐ ☐
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				☐ ☐
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Johnson		First Name of Manager John Paul		
24. 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 ☐ ☒
25. Related Facility - Campus Liquor Complex applicants answer the following:				☐ ☐
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				Yes No
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?				☐ ☒
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.?				☐ ☒
27. 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 David Dill	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position Manager	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on 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.				

Name BSH Littleton, LLC		Type of License Lodging & Entertainment	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title David Dill, Manager		Date Oct 22, 2021
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Heresby Affirms that each person required to file DR 8404-1 (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 1,600 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?				☐ ☐
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?				☐ ☐
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 5, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for City of Littleton		Telephone Number		☐ Town, City ☐ County
Signature	Print Tim LeVier	Title Authorizing Chair	Date	
Signature	Print Wendy J. Shea-Tang	Title Deputy City Clerk	Date	

**RETAIL LICENSE APPLICATION
BSH LITTLETON, LLC**

Q. 14 (Continued)

Applicant holds the following liquor licenses in Colorado:

Bacon Denver Restaurant LLC
2434 W. 44th Avenue
Denver, CO 80211
Hotel and Restaurant License (City)

Bacon Denver Restaurant, LLC
2100 W. Littleton Boulevard, Suite B
Littleton, CO 80120
Hotel and Restaurant License (City)

Bacon Denver Restaurant LLC
2160 S. Broadway
Denver, CO 80210
Hotel and Restaurant License (City)

Tax Check Authorization, Waiver, and Request to Release Information

I, David Dill am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of BSH Littleton, LLC (the "Applicant/Licensee") 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 is 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) BSH Littleton, LLC		Social Security Number/Tax Identification Number [REDACTED]	
Address 2100 W. Littleton Boulevard, Suite C			
City Littleton		State CO	Zip 80120
Home Phone Number		Business/Work Phone Number TBD	
Printed name of person signing on behalf of the Applicant/Licensee David Dill			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 10-15-21

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).

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)				
1. Name of Business BSH Littleton, LLC d/b/a Bunker Littleton		Home Phone Number [REDACTED]	Cellular Number [REDACTED]	
2. Your Full Name (last, first, middle) Dill, David, Charles		3. List any other names you have used None		
4. Mailing address (if different from residence) Same as residence.		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
Current [REDACTED]		[REDACTED]		[REDACTED]
Previous Please see attached.				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Bacon Restaurant Denver, LLC	2434 West 44th Avenue, Denver, CO 80211	Owner	2015	Current
REAS LLC	6551 S. Revere Pkwy, Ste. 270, Centennial CO 80111	CEO	1996	06/2021
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No				
Applicant currently holds interest in three Bacon Social House locations in Denver and Littleton that each hold a Hotel & Restaurant License.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☒ Yes ☐ No				
Bacon Restaurant Denver, LLC received a violation in 2017 for serving a minor.				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Authorized Signature

Print Signature
David OllTitle
ManagerDate
Oct 22, 2021

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)				
1. Name of Business BSH Littleton, LLC d/b/a Bunker Littleton		Home Phone Number [REDACTED]	Cellular Number [REDACTED]	
2. Your Full Name (last, first, middle) Johnson, Jon Paul, Starck		3. List any other names you have used None		
4. Mailing address (if different from residence) Same as residence.		Email Address JPJohnson@Baconsocialhouse.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current [REDACTED]		[REDACTED]		[REDACTED]
Previous See attached.				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Bacon Social House		2100 W. Littleton Boulevard, Suite B, Littleton, CO 80120		GM
Unemployed				
See attached.				
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☒ No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

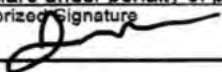
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Oath of Applicant

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

Authorized Signature



Print Signature

John Paul Johnson

Title

General Manager

Date

10/18/21

INDIVIDUAL HISTORY RECORD
JOHN PAUL JOHNSON

Q. 5 (Continued)
Residential History

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Q. 6 (Continued)
Employment History

Tributary Food Hall
701 12th Street, Golden, CO 80401
Manager
08/2019 – 01/2020

The Lariat
206 E. Main Street, Buena Vista, CO 81211
Consultant
05/2018 – 07/2019

Red Hook Lobster Pound
284 Van Brunt Street, Brooklyn, NY 11231
General Manager
03/2015 – 05/2018

ASSIGNMENT AND ASSUMPTION OF LEASE AND FIRST AMENDMENT TO LEASE

(Fierce45/The Bunker – Vita Littleton)

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND FIRST AMENDMENT TO LEASE ("**Amendment**") is dated effective and for identification purposes as of September 30, 2021 ("**Effective Date**"), and is made by and among PRINZOC LITTLETON, LLC, a Delaware limited liability company ("**Landlord**"), FIERCE45 LLC, a Colorado limited liability company ("**Assignor**"), and BSH LITTLETON, LLC, a Colorado limited liability company ("**Assignee**" or "**Tenant**").

I. RECITALS

WHEREAS, Landlord and Assignor entered into that certain Commercial Lease dated February 8, 2018, as modified by that certain Deferred Rent Offer Letter dated June 16, 2020, and Amendment to Deferred Rent Offer Letter dated September 15, 2020 ("**Deferral Amendment**") (collectively, the "**Lease**"), pertaining to the premises currently comprised of a total of approximately 2,576 rentable square feet of space, commonly referred to as Suite C ("**Premises**"), of 2100 W. Littleton Boulevard, Littleton, Colorado 80120 ("**Building**");

WHEREAS, Assignor desires to assign the Lease and Assignee desires to assume the Lease;

WHEREAS, Landlord, subject to the provisions herein contained and as an accommodation to Assignor and Assignee, has agreed to consent to the assignment and assumption of the Lease, subject to the terms and conditions of this Amendment; and

WHEREAS, Landlord, Assignor and Assignee desire to enter into this Amendment to amend the Permitted Use, and provide for certain other matters as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree that the Lease shall be amended in accordance with the terms and conditions set forth below:

II. ASSIGNMENT

2.1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of its right, title and interest in and to the Lease and Assignee hereby assumes all of the obligations, duties and liabilities of Assignor attending the Lease and Assignee agrees to be bound by all of the terms, covenants and conditions of the Lease. The effective date of such assignment and assumption is the Effective Date of this Amendment.

2.2. Landlord's Consent. Landlord hereby consents to the assignment set forth in this Amendment upon the following terms and conditions:

(a) Landlord's consent hereunder shall not constitute a waiver of any restriction in the Lease concerning Landlord's right to withhold its consent to any other assignment, sublease, mortgage, encumbrance, or use by others of the Premises.

(b) Assignor shall not be released from obligations (including future obligations) as Tenant under the terms, conditions and provisions of the Lease as a result of this Amendment, except that Landlord agrees that after Assignee has been continuously operating in the Premises for twenty-four (24) months and without any defaults under the Lease during such period, Landlord will review the financial statements of Assignee for such period and consider releasing Assignor from obligations under the Lease, if Landlord, in its reasonable discretion, determines such financial statements of Assignee warrant such a release.

(c) Assignee expressly assumes and agrees to perform, as a direct obligation to Landlord, all of the provisions of the Lease. In accordance with the foregoing, Assignee assumes responsibility for and expressly agrees that it shall be obligated to pay any and all outstanding rental due to Landlord under the Lease, if any.

(d) Landlord and Assignee may enter into any amendment, assignment, modification, termination or extension of the Lease without the consent of Assignor (provided, however, if no such consent is obtained, such amendment, modification, termination, or extension shall not be effective to increase or alter Assignor's liability or obligations under the terms of the Lease).

(e) If any party commences an action against any of the parties arising out of or in connection with this Amendment, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and costs of such suit.

(f) Assignee shall abide by the insurance obligations set forth in the Lease, including, without limitation, the obligation to deliver to Landlord a certificate of liability insurance showing that Landlord is named as an additional insured on each policy or policies.

(g) Assignee understands and agrees that it, and not Assignor, shall be responsible for any rent due to Landlord as a result of the year-end reconciliation under the Lease of Operating Expenses and Taxes for the most recently completed calendar year; provided, however, that Assignee shall be entitled to any rent credits due to the tenant under the Lease as a result of said reconciliation. Assignor hereby acknowledges and agrees that it shall not be entitled to receive any credit, refund or reimbursement from Landlord with respect to the 2021 year-end reconciliation of Operating Expenses and Taxes. Nothing contained in this Subsection (g) shall affect Landlord's rights to collect such amounts from either Assignor or Assignee, both being liable for all terms, conditions, and obligations of "Tenant" under the Lease.

(h) This Amendment shall not be effective until such time as Landlord has received a transfer fee of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00) pursuant to Section 19.2 of the Lease, and Landlord is in receipt of the payment of the Outstanding Additional Rent and Deferred Rent as required pursuant to Section 3.2 of this Amendment.

(i) Assignee represents and warrants that it is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; and Assignee agrees to comply with all requirements of law

relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to its business. Assignee hereby acknowledges and agrees that Assignee's inclusion on the List at any time during the Lease Term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Assignee shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease.

III. AMENDMENT

3.1. Definitions. The capitalized terms used herein shall have the same definitions as set forth in the Lease, unless otherwise defined herein.

3.2. Payment of Certain Outstanding Rent. Landlord and Assignor acknowledge and agree that Assignor currently owes Landlord the amount of Two Thousand Nine Hundred Twenty-Eight and 48/100ths Dollars (\$2,928.48) for Operating Expenses and Taxes ("**Outstanding Additional Rent**") due under the Lease and the remaining balance of the Deferred Rental Obligations (as defined in the Deferral Amendment) in the total amount of Six Thousand Eighty-Two and 24/100ths Dollars (\$6,082.24) ("**Deferred Rent**"). Assignor shall pay the Outstanding Additional Rent and Deferred Rent to Landlord simultaneously with Assignor's execution of this Amendment.

3.3. Amendment to Permitted Use and Tradename. Subject to the terms and conditions set forth in this Amendment, Landlord and Tenant acknowledge and agree that the definition of Permitted Use, as set forth in Section 1.14 of the Lease, is hereby deleted in its entirety and replaced with the following:

The operation of a bar offering golf simulators in keeping with the first class nature of the Building. All material revisions substantially altering the current concept of the bar offering golf simulators shall require the prior written approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant may not change such Permitted Use without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. At any time that Tenant is operating its business from the Premises, Tenant shall operate its business, in accordance with the terms of this Lease, and in in a first-class manner consistent with other similar bars in similar residential buildings in the Littleton, Colorado area, properly equipped and open to the public for business with adequate trained personnel in attendance.

In connection therewith, the Tradename, as defined in Section 1.15 of the Lease, is hereby amended to "The Bunker." The foregoing amendment to the Permitted Use and Tradename is expressly conditioned upon Landlord's receipt of the payment of the Outstanding Additional Rent and Deferred Rent pursuant to Section 3.2 of this Amendment, and accordingly, the foregoing amendment to the Permitted Use and Tradename shall not be effective unless and until Landlord receives such payment. Landlord acknowledges and agrees that Tenant shall be permitted to serve food from Bacon Social House at the Premises. In connection with the amendment to the Permitted Use, Tenant acknowledges and agrees that the terms and conditions set forth in Article 9 of the Lease shall apply to any alterations or other improvements Tenant desires to make to the Premises.

3.4. Amendment to Base Rent. Landlord and Tenant acknowledge and agree that notwithstanding anything to the contrary contained in the Lease, commencing as of the Effective Date of this Amendment, Base Rent shall be due and payable, without offset or demand, pursuant to the following schedule:

<u>Date</u>	<u>Annual Base Rent / RSF</u>	<u>Monthly Installment</u>
Effective Date – 12/31/23	\$15.00	\$ 3,220.00*
01/01/24 - 10/31/24	\$24.33	\$ 5,222.84
11/01/24 – 10/31/25	\$25.06	\$ 5,379.53
11/01/25 – 10/31/26	\$25.81	\$ 5,540.91
11/01/26 – 10/31/27	\$26.59	\$ 5,707.14
11/01/27 – 10/31/28	\$27.38	\$ 5,878.35

* Tenant shall receive three (3) months of abatement of Base Rent in the total amount of \$3,220.00 per month, commencing as of the Effective Date of this Amendment. Such abatement shall apply solely to payment of the monthly installments of Base Rent (but not any portion attributable to repayment of the Deferred Rental Obligations, if applicable), but shall not be applicable to any Operating Expenses (including, without limitation, Taxes and insurance), utilities or any other charges, expenses or costs payable by Tenant under this Lease. Landlord and Tenant agree that the abatement of Base Rent contained in this Section is conditional and is made by Landlord in reliance upon Tenant's faithful and continued performance of the terms, conditions and covenants of this Lease and the payment of all monies due Landlord hereunder. In the event that Tenant defaults under the terms and conditions of the Lease, then the unamortized portion of all conditionally abated Base Rent shall become fully liquidated and immediately due and payable (without limitation and in addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity). Tenant acknowledges and agrees that in no event shall it receive more than the above-stated three (3) months of abatement, even if any alterations or improvements made to the Premises in connection with the amendment to the Permitted Use are not complete by the end of such three (3) month period, it being acknowledged and understood by Tenant that such abatement period is not intended to match the period of any such construction.

3.5. Sale of Alcohol.

(a) Tenant shall obtain, pay for and maintain any and all permits, licenses and registrations required from all applicable governmental agencies and/or authorities to open and operate its business on the Premises for the Permitted Use, including, but not limited to all necessary liquor licenses (the "**Liquor License**"). Tenant must apply for the Liquor License as soon as commercially practicable, time being of the essence, and diligently pursue the Liquor License.

(b) The Liquor License is required to be in full force and effect during the entire Term of this Lease and Tenant shall not permit any lapse thereof. Tenant shall have no power or right to transfer the Liquor License to any third person other than Landlord or a party approved by Landlord, which approval shall not be unreasonably withheld, or location other than the Premises; and should default be made in the provisions of this Lease or in the obligation to maintain the Liquor License and the requisite insurances related thereto, the Liquor License, if allowed by law, shall immediately revert to Landlord should Landlord, in its sole discretion, seek to acquire the License. Landlord, shall then be

entitled by appropriate proceedings to obtain a transfer thereof to Landlord or to its nominee, free of all claim of Tenant thereto. If this Lease is not renewed, Tenant agrees to assign to Landlord the Liquor License. In all events, Tenant shall execute the necessary documents to effectuate such transfer, reversion, or assignment of the Liquor License to Landlord.

(c) Tenant, at its sole cost and expense, shall purchase and keep in full force and effect during the entire Term of this Lease dram shop insurance or other insurance coverages required by law, and provide proof that Tenant's general liability policy contains coverage for host liquor or other coverage in connection with Tenant's sale, distribution, gift, or manufacturing of alcohol or alcoholic beverages and liquors as required under the laws of the City of Littleton, County of Arapahoe, and State of Colorado, as now or hereafter amended on, from or about the Premises. At least ten (10) business days before the earlier of the commencement of the service, sale or manufacture of alcoholic beverages or liquors or the date Tenant is scheduled to open for business, Tenant shall deliver to Landlord a policy of dram shop and other required insurance coverages in form, substance and with insurers satisfactory to Landlord, with total limits of liability for bodily injury, loss of means of support, and property damage because of each occurrence of not less than One Million Dollars (\$1,000,000.00), or such greater amounts as Landlord may reasonably require indemnifying Landlord, its beneficiaries, successors, and assigns, Tenant and such other persons as Landlord may from time to time designate, against any and all liability by virtue of the laws of the State of Colorado, any amendments or supplements thereto, or any kindred legislation concerning the use, sale or giving away of alcoholic liquors. Tenant shall provide Landlord with copies of any renewal policies or cancellation notices within three (3) business days of receipt of said policy of insurance or cancellation notice. During any time that the required dram shop or other required coverages of insurance are for any reason not in force, then, during all and any such times, no sale, merchandising, transfer, giving away, or exchange, or manufacture of alcoholic beverages or liquors shall be made by Tenant in, upon or from any part of the Premises.

3.6. Brokers. Tenant hereby represents and warrants to Landlord that Tenant has not dealt with any real estate brokers or leasing agents in connection with this Amendment. No commissions are payable to any party claiming through Tenant as a result of the consummation of the transaction contemplated by this Amendment. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all loss, costs, damages or expenses, including, without limitation, all attorneys' fees and disbursements by reason of any claim of or liability to any other broker, agent, entity or person claiming through Tenant and arising out of or in connection with the negotiation and execution of this Amendment.

3.7. Governing Law. This Amendment is governed by federal law, including without limitation the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §§ 7001 *et seq.*) and, to the extent that state law applies, the laws of the State of Colorado without regard to its conflicts of law rules.

3.8. Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and

binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered and had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act ("**UETA**"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

3.9. Miscellaneous. With the exception of those matters set forth in this Amendment, Tenant's leasing of the Premises shall be subject to all terms, covenants and conditions of the Lease. In the event of any express conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control and govern. Except as expressly modified by this Amendment, all other terms and conditions of the Lease are hereby ratified and affirmed. The parties acknowledge that the Lease is a valid and enforceable agreement and that Tenant holds no claims against Landlord or its agents which might serve as the basis of any other set-off against accruing rent and other charges or any other remedy at law or in equity.

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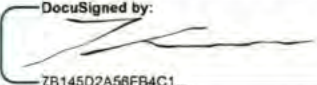
IN WITNESS WHEREOF, the foregoing Assignment and Assumption of Lease and First Amendment to Lease is dated effective as of the date and year first written above; provided, however, this Agreement shall not be effective until the date on which any and all contingencies set forth herein have been satisfied in the reasonable judgment of Landlord.

LANDLORD:

PRINZOC LITTLETON, LLC,
a Delaware limited liability company

By: USPA LITTLETON MEMBER, LLC,
a Delaware limited liability company, its member

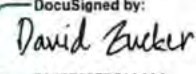
By: PRINCIPAL REAL ESTATE INVESTORS, LLC,
a Delaware limited liability company, its authorized signatory

By:  Date: 10/4/2021
Name: Kevin Anderegg
Title: Managing Director

By: _____ Date: _____
Name: _____
Title: _____

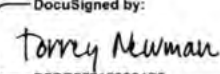
By: ZEN LITTLETON, LLC,
a Colorado limited liability company, its managing member

By: ZOCALO COMMUNITY DEVELOPMENT, INC.,
a Colorado corporation, its manager

By:  Date: 10/5/2021
Name: David L. Zucker
Title: President

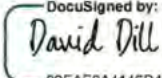
ASSIGNOR:

FIERCE45 LLC,
a Colorado limited liability company

By:  Date: 9/30/2021
Name: Torrey Newman
Title: CEO

ASSIGNEE:

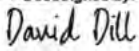
BSH LITTLETON, LLC,
a Colorado limited liability company

By: 
Name: DAVID DILL
Title: Manager

Date: 10/4/2021

CONSENT OF GUARANTOR

The undersigned individual, as "Guarantor" under the original Guaranty of Lease dated February 8, 2018 (the "**Guaranty**"), does hereby consent to and approve the modifications to the Lease described in the foregoing Amendment. Guarantor acknowledges that Guarantor has read, understands and agrees with the terms and conditions of the foregoing Amendment. This consent is in exchange for consideration, the receipt and sufficiency of which is hereby acknowledged. Guarantor has had full benefit of and advice of counsel of his own selection. Guarantor agrees that the Guaranty covers the terms of this Amendment, as if this Amendment was originally part of the Lease.


David Dill, an individual

10/4/2021
Date