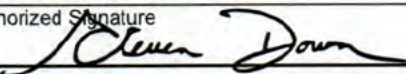


Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <div style="text-align: center;">The Falls of Littleton, LLC</div>		FEIN Number <div style="text-align: center;">90-1023989</div>	
2a. Trade Name of Establishment (DBA) <div style="text-align: center;">The Falls Event Center</div>		State Sales Tax Number <div style="text-align: center;">PENDING</div>	Business Telephone <div style="text-align: center;">720-449-3728</div>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <div style="text-align: center;">8199 South Park Court</div>			
City <div style="text-align: center;">Littleton</div>	County <div style="text-align: center;">Arapahoe</div>	State <div style="text-align: center;">CO</div>	ZIP Code <div style="text-align: center;">80120</div>
4. Mailing Address (Number and Street) <div style="text-align: center;">8199 South Park Court</div>		City or Town <div style="text-align: center;">Littleton</div>	State <div style="text-align: center;">CO</div>
5. Email Address <div style="text-align: center;">jneubauer@thefallseventcenter.com</div>			
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 Expiration Date
Section A Nonrefundable Application Fees <input type="checkbox"/> Application Fee for New License\$1550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1750.00 <input type="checkbox"/> Application Fee for Transfer\$1550.00		Section B (Cont.) Liquor License Fees <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input checked="" type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00	
Section B Liquor License Fees <input type="checkbox"/> Add Optional Premises to H & R \$200.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County)\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$700.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$700.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input checked="" type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00		<input type="checkbox"/> Master File Location Fee\$50.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$500.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County)\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>															
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):																	
	(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
	(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
	(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>															
If you answered yes to 8a, b or c, explain in detail on a separate sheet.																		
9.	Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
10.	Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
	Waiver by local ordinance? Other: _____	<input type="checkbox"/>	<input type="checkbox"/>															
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.	<input type="checkbox"/>	<input type="checkbox"/>															
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>															
13a.	For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/>	<input type="checkbox"/>															
13b.	Are you a Colorado resident?	<input type="checkbox"/>	<input type="checkbox"/>															
14.	Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>															
15.	Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>															
	<input type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____																	
	a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:																	
	Landlord _____ Tenant _____ Expires _____																	
	b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>															
	c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".																	
16.	Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Last Name</td> <td style="width: 30%;">First Name</td> <td style="width: 15%;">Date of Birth</td> <td style="width: 15%;">FEIN or SSN</td> <td style="width: 10%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage												
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage														
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.																		
17.	Optional Premises or Hotel and Restaurant Licenses with Optional Premises:																	
	Has a local ordinance or resolution authorizing optional premises been adopted?	<input type="checkbox"/>	<input type="checkbox"/>															
	Number of additional Optional Premise areas requested. (See license fee chart)	<input type="text"/>																
18.	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?	<input type="checkbox"/>	<input type="checkbox"/>															
	If "yes" a copy of license must be attached.																	
19.	Club Liquor License applicants answer the following: Attach a copy of applicable documentation																	
	(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>															
	(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>															
	(c) How long has the club been incorporated?	<input type="text"/>																
	(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>															
20.	Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:																	
	(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input type="checkbox"/>															
21.	For all on-premises applicants.																	
	a. Hotel and Restaurant, Lodging and Entertainment or Tavern License, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.																	
	b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Last Name of Manager <div style="text-align: center;">Neubauer</div></td> <td style="width: 50%;">First Name of Manager <div style="text-align: center;">John</div></td> </tr> </table>	Last Name of Manager <div style="text-align: center;">Neubauer</div>	First Name of Manager <div style="text-align: center;">John</div>															
Last Name of Manager <div style="text-align: center;">Neubauer</div>	First Name of Manager <div style="text-align: center;">John</div>																	
22.	Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	<input type="checkbox"/>	<input checked="" type="checkbox"/>															

Name		Type of License		Account Number	
23. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
24. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.					
Name	Home Address, City & State	DOB	Position	%Owned	
The Falls Event Center LLC	9067 S. 1300 W. #301 W. Jordan, UT 84064		Sole Member	100	
Name	Home Address, City & State	DOB	Position	%Owned	
Steven Down	9067 S. 1300 W. #301 W. Jordan, UT 84064		Managing Member		
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: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.					
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		Date	
		Steven Down, Managing Member		8/1/17	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date		
Signature	Print	Title	Date		

Question #8 Explanation

A liquor license for Even Stevens in SLC came up for renewal. The wrong paperwork was submitted and it was revoked. After refiling paperwork, the license was renewed.

Question #14 Explanation

Steve Down is the owner of Even Stevens, LLC
He has no loans for this business.

Liquor Licenses held by Steve Down:

Even Stevens Utah, LLC

Even Stevens – Downtown
200 South 414 East
Salt Lake City, Utah 84111

Even Stevens - Sugar House
2030 South 900 East
Salt Lake City, Utah 84105

Even Stevens - Draper
541 East 12300 South
Draper, Utah 84020

Even Stevens - St. George
471 St. George Blvd
St. George, Utah 84770

Even Stevens - Ogden
2214 Washington Blvd
Ogden, Utah 84401

Even Stevens - Logan
131 North Main St
Logan, Utah 84321

Even Stevens Idaho, LLC

Even Stevens - Boise
815 W Bannock St
Boise, Idaho 83702

Even Stevens Arizona, LLC

Even Stevens - Gilbert
384 North Gilbert Road
Gilbert, Arizona 85234

Even Stevens - Phoenix
21 W Van Buren St
Phoenix, Arizona 85003

Even Stevens - Tempe
1015 South Rural Rd
Tempe, Arizona 85281

Even Stevens - Arcadia
3950 E Indian School Rd. Suite #140
Phoenix, Arizona 85018

Even Stevens - Scottsdale
7217 E 4th Ave
Scottsdale, Arizona 85251

Even Stevens - Tucson
178 E Broadway
Tucson, Arizona 85701

Even Stevens Colorado, LLC

Even Stevens- Sloans Lake
4245 W. Colfax Ave.
Denver, CO 90204

(Liquor license application in progress)

CR 0100AP (10/31/14)
COLORADO DEPARTMENT OF REVENUE
 Registration Control Section
 PO Box 17087
 Denver CO 80217-0087

Colorado Sales Tax Withholding Account Application

You can now apply online, see page 3 for more information. If applying by paper, read the instructions (on page 4) before completing this form.

A	1. Reason for Filing This Application — Required			
	<input checked="" type="checkbox"/> Original Application		<input type="checkbox"/> Change of Ownership	
		<input type="checkbox"/> Additional Location		
Do you have a Department of Revenue Account Number?			If Yes, Account Number	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.				
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation/'S' Corp. <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Association <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Limited Partnership (LLLP) <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Non-Profit (Charitable)				
B	1a. Last Name or Business Name		First Name	Middle Initial
	The Falls of Littleton, LLC			
	1b. Proof of Identification (Requirements – See page 4)			
2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only)		2b. FEIN (required)	2c. SSN	
		90-1023989		
Physical Place of Business				
3a. Principal Address (A Colorado address is required if a location in the state)		City	State	Zip
8199 South Park Court		Littleton	CO	80129
3b. County		3c. If business is within limits of a city, what city?		3d. Phone Number
Arapahoe				(801) 537-7700
Mailing address — enter mailing address here if different than the physical address				
4a. Last Name or Business Name		First Name	Middle Initial	4b. Phone Number
The Falls at Littleton LLC				()
4c. Mailing Address		City	State	Zip
9067 S 1300 W Suite 301		West Jordan	UT	84088-5582
5. List specific products (you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.				
Do you sell alcohol? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Do you rent out items for 30 days or less? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you sell tobacco products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you sell Prepaid Wireless? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is your business in a special taxing district? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you sell medical marijuana? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you rent motor vehicles for 30 days or less? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Do you sell adult usage marijuana? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5a. List specific products and/or services you provide and Explain In Detail				
We are a venue center. We strive to cover the needs of our renters. We feel it would promote our venue if we were able to sell alcoholic beverages if an event requests that option for an event being held at our location				
6a. Owner/Partner/ Corp. Officer Last Name		Owner/Partner/ Corp. Officer First Name		Middle Initial
Down		Steven		L
6b. Title	6c. FEIN	6d. SSN	6e. Phone Number	
General Partner		544-74-5525	(801) 537-7700	
6f. Address		City	State	Zip
9067 S 1300 West Suite 301		West Jordan	UT	84088-5582
7a. Owner/Partner/ Corp. Officer Last Name		Owner/Partner/ Corp. Officer First Name		Middle Initial
Down		David		
7b. Title	7c. FEIN	7d. SSN	7e. Phone Number	
Partner		541-66-4925	(801) 727-7227	
7f. Address		City	State	Zip
9067 S 1300 West Suite 301		West Jordan	UT	84088-5582

(Form continued on page 2)

7

If you acquired the business in whole or in part, complete the following:

8a. Prior Last Name or Business Name		First Name	Middle Initial	8b. Date of Acquisition (MM/DD/YY)	
8c. Address		City		State	Zip

C 1. If seasonal, mark each business month: ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

2a. Filing Frequency: If sales tax is collected: <input type="checkbox"/> \$15.00/ month or less — Annually <input checked="" type="checkbox"/> Under \$300/ month — Quarterly <input type="checkbox"/> Wholesale Only — Annually <input type="checkbox"/> \$300/ month or more — Monthly		2b. First Day of Sales (MM/DD/YY) 07/01/17
3. Indicate which applies to you: <input checked="" type="checkbox"/> Retail-Sales <input type="checkbox"/> Wholesaler <input type="checkbox"/> Charitable <input type="checkbox"/> Retailers-Use		Revenue Registration Account Number (Dept. Use Only)

D	1. Filing frequency If wage withholding amount is W2 (Withholding of \$50,000 plus see Section D page 6) <input type="checkbox"/> \$1 – \$6,999/Year — Quarterly <input type="checkbox"/> \$7,000 – \$49,999/ Year — Monthly <input type="checkbox"/> \$50,000 +/ Year — Weekly		2. <input type="checkbox"/> W2 Withholding <input type="checkbox"/> 1099 Withholding
	1a. Filing frequency If wage withholding amount is 1099 (Withholding of \$50,000 plus see Section D page 6) <input type="checkbox"/> \$1 – \$6,999/Year — Quarterly <input type="checkbox"/> \$7,000 – \$49,999/ Year — Monthly <input type="checkbox"/> \$50,000 +/ Year — Weekly		2a. <input type="checkbox"/> Oil/Gas Withholding

3a. First Day of Payroll, if applicable (MM/DD/YY)	3b. Payroll Records Phone Number ()
--	--------------------------------------

E	Period Covered		Fees (see fees on page 3)			
	From	To				
	MM/YY	MM/YY				
	07/17		(0020-810)	State Sales Tax Deposit	(355)	\$ 50.00
	MM/YY	MM/YY				
	07/17	12/	(0080-750)	Sales Tax License	(999)	\$ 4.00
	MM/YY	MM/YY				
		12/	(0100-750)	Wholesale License	(999)	\$ 0.00
	MM/YY	MM/YY				
			(1000-750)	Wage W2 Withholding	(999)	\$ 0.00
		(1020-750)	1099 Withholding	(999)	\$ 0.00	
	12/	(0160-750)	Charitable License	(999)	\$ 0.00	
Mail to and Make Checks Payable to: Colorado Department of Revenue, PO Box 17087 Denver, CO 80217-0087			Amount Owed \$ 54.00			

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

F	I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.		
	Signature of Owner, Partner, or Corporate Officer Required 	Title General Partner	Date (MM/DD/YY) 08/16/2017

(See fees and additional information on page 3)

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 The Falls of Littleton, LLC		Home Phone Number 720-449-3728	Cellular Number	
2. Your Full Name (last, first, middle) Down, Steven Lane		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address sdown@thefallseventcenter.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 994 New Hope Dr.		Draper, UT 84020	6/2003	now
Previous				
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
Financially Fit, LLC	265 E. 100 S. SLC, UT 84111	President	6/1/94	1/13/17
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	
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.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Application pending for Even Stevens Colorado, LLC				
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.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Steve has several liquor licenses for Even Stevens restaraunts. One of the stores in Salt Lake City had a license revoked when it was due for renewal because incorrect paperwork was filed. Corrections were made and resubmitted and the license was renewed with no further problems.				

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

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

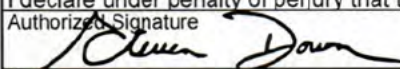
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

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

Steven Down

Title

Managing Member

Date

8/1/17

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 <i>The Falls at Littleton, LLC</i>		Home Phone Number <i>720. 448-3728</i>	Cellular Number <i>801. 712. 4569</i>	
2. Your Full Name (last, first, middle) <i>Newbauer, John Charles</i>		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address <i>jnewbauer@thefallseventcenter.com</i>		
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 <i>7981 S. Cypress Pine Cove</i>		<i>Sandy UT 84070</i>	<i>2014</i>	<i>2017</i>
Previous <i>173A East 8000 South</i>		<i>" " "</i>	<i>2012</i>	<i>2014</i>
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
<i>The Falls Event Center, LLC</i>	<i>9067 S. 1300 W. #301; West Jordan UT 84088</i>	<i>Corp. G.M.</i>	<i>2011</i>	<i>now</i>
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	
<i>n/a</i>				
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.)				
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.)				
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

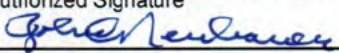
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

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 C. Newbauer	Title Member Manager	Date 8-10-17
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Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 04-05-2014

Our Order Number: ABC70375119.1

Property Address:

8199 SOUTHPARK COURT LITTLETON, CO 80120

If you have any inquiries or require further assistance, please contact one of the numbers below:

For Title Assistance:

Scott Bennetts

Scott Bennetts

5975 GREENWOOD PLAZA BLVD

GREENWOOD VILLAGE, CO 80111

Phone: 303-850-4175

Fax: 303-850-4184

EMail: sbennetts@ltgc.com

JIM FITZMORRIS

Copies: 1

EMail: jfitzmorris@jrengineering.com

Linked Commitment Delivery

TED STRAUGHN

Copies: 1

EMail: ted@tedstraughn.com

Linked Commitment Delivery

DAVID DOWN

Copies: 1

EMail: daviddown@gmail.com

Linked Commitment Delivery



Land Title Guarantee Company

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Copies: 1

EMail: daviddown@gmail.com

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Land Title Guarantee Company

Date: 04-05-2014

Our Order Number: ABC70375119.1

Property Address:

8199 SOUTHPARK COURT LITTLETON, CO 80120

Buyer/Borrower:

Seller/Owner:

THE FALLS OF LITTLETON, LLC, A COLORADO LIMITED LIABILITY COMPANY

Need a map or directions for your upcoming closing? Check out Land Title's web site at www.ltgc.com for directions to any of our 54 office locations.

ESTIMATE OF TITLE INSURANCE FEES

ALTA Owners Policy 06-17-06

TBD

If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.

TOTAL

\$0.00

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. ABC70375119.1

Schedule A

Cust. Ref.: AO6

Property Address:

8199 SOUTHPARK COURT LITTLETON, CO 80120

1. **Effective Date:** March 28, 2014 at 5:00 P.M.

2. **Policy to be Issued, and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06

\$0.00

SECOND MODIFICATION OF DEED OF TRUST

1. PARTIES. The parties to this Second Modification of Deed of Trust ("Second Modification of Deed of Trust") are **The Falls of Littleton, LLC**, a Colorado limited liability company, ("Maker") and **Clement Financial, Inc.**, a Wisconsin business corporation ("Holder"), hereinafter collectively referred to as the "Parties."

2. RECITALS AND PURPOSE.

- 2.1.** The Maker, The Falls of Littleton, LLC, The Falls, LLC, The Falls Event Center, LLC, eFalls Corporation, and Steve L. Down executed that certain promissory note on December 9, 2013 in the principal amount of \$530,000.00 ("First Position Note") as made payable to the Holder, a copy of which is attached hereto as **Exhibit A**.
- 2.2.** The First Position Note was secured by a deed of trust ("First Position Deed of Trust") dated December 9, 2013, a copy of which is attached hereto as **Exhibit B**.
- 2.3.** The Maker, The Falls of Littleton, LLC, The Falls, LLC, The Falls Event Center, LLC, eFalls Corporation, and Steve L. Down, also executed that certain promissory note on December 9, 2013 in the principal amount of \$177,000.00 ("Second Position Note") as made payable to Teton Capital, LLC, a copy of which is attached hereto as **Exhibit C**.
- 2.4.** The Second Position Note was secured by a deed of trust ("Second Position Deed of Trust") dated December 9, 2013, a copy of which is attached hereto as **Exhibit D**.
- 2.5.** The principal balance of the First Position Note was reduced by the amount of \$50,000.00 to the current balance of \$480,000.00.
- 2.6.** The principal balance of the Second Position Note was reduced by the amount of \$50,000.00 to the current balance of \$127,000.00.
- 2.7.** A past modification of deed of trust, attached hereto as **Exhibit E**, regarding the First Position Deed of Trust was entered into on July 22, 2014, correcting the legal description of the First Position Deed of Trust.
- 2.8.** An additional past modification of deed of trust, attached hereto as **Exhibit F**, regarding the Second Position Deed of Trust was entered into on July 22, 2014, correcting the legal description of the Second Position Deed of Trust.
- 2.9.** Pursuant to the terms of both the First Position Note and Second Position Note, both the First Position Note and Second Position Note were extended with the maturity dates extended to June 1, 2015.
- 2.10.** The Parties now desire to extend the maturity date of the First Position Note to August 3, 2015 via the First Amendment to Promissory Note ("First Amendment to Promissory

Note”) conditioned upon both: (1) the Parties entering into this Second Modification of Deed of Trust; and (2) full satisfaction of the principal balance of the Second Position Note prior to the Parties entering into this Amendment, but no later than by June 1, 2015.

Accordingly, in consideration of the mutual promises set forth in this Second Modification of Deed of Trust, the Parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. MATURITY DATE. The maturity date of the indebtedness evidenced by the First Position Note, First Position Deed of Trust, and any and all agreements executed extending the maturity date to June 1, 2015 of the same indebtedness shall be extended to August 3, 2015.

4. PRIOR TERMS AND CONDITIONS. For purposes of this Second Modification of Deed of Trust, the terms and conditions of the First Position Note, First Position Deed of Trust, any and all agreements executed extending the maturity date to June 1, 2015 of the same indebtedness, and past modification of deed of trust, shall be deemed effective and remain in full force and effect, except as to those terms and provisions as amended by this Second Modification of Deed of Trust. Specifically, at the closing of the First Amendment to Promissory Note, this Second Modification of Deed of Trust, and any and all releases or agreements related to the Second Position Deed of Trust and the full satisfaction of the principal balance of the Second Position Note, the First Position Deed of Trust attached and incorporated herein as Exhibit B shall remain a first-priority deed of trust on the real estate described in **Exhibit G**, attached and incorporated herein by reference.

5. RATIFICATION. Except as modified by this Second Modification of Deed of Trust, the First Position Note, the First Position Deed of Trust, any and all agreements executed extending the maturity date to June 1, 2015 of the same indebtedness, and the First Amendment to Promissory Note are hereby ratified and affirmed and remain in full force and effect.

6. TITLE. The Maker does covenant, grant, bargain, and warrant to and with the Holder that there is no mortgage, lien, encumbrance, security interest, or easement affecting the use and enjoyment, whether recorded or unrecorded, regarding the real estate described in the attached Exhibit G, excepting only the First Position Deed of Trust, Second Position Deed of Trust, and two past modifications of deed of trust, Exhibits E and F.

7. HEADINGS. The paragraph headings used in this Second Modification of Deed of Trust are for convenience of reference only and shall not be deemed to define, limit or interpret the provisions or scope of this Second Modification of Deed of Trust, the First Position Note, the First Position Deed of Trust, or any and all agreements executed extending the maturity date to June 1, 2015 of the same indebtedness.

8. SUCCESSORS AND ASSIGNS. This Second Modification of Deed of Trust shall be binding upon and shall inure to the benefit of, the Parties hereto and their respective heirs, administrators, successors and assigns.

9. EXHIBITS. All exhibits referred to in this Second Modification of Deed of Trust are, by reference, incorporated in this Second Modification of Deed of Trust for all purposes.

10. INTEGRATION AND AMENDMENT. This Second Modification of Deed of Trust represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Second Modification of Deed of Trust may be amended only by an instrument in writing signed by the Parties.

11. WAIVER OF BREACH. The waiver by any party to this Second Modification of Deed of Trust of a breach of any term or provision of this Second Modification of Deed of Trust shall not operate or be construed as a waiver of any subsequent breach by any party.

12. BINDING EFFECT. This Second Modification of Deed of Trust shall inure to the benefit of, and be binding upon, the Parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing contained in this paragraph shall be construed to permit the assignment of this Second Modification of Deed of Trust except as otherwise specifically authorized in this Second Modification of Deed of Trust, the First Position Note, the First Position Deed of Trust, any and all agreements executed extending the maturity date to June 1, 2015 of the same indebtedness, or the First Amendment to Promissory Note.

The signatories below do covenant, grant, bargain, and warrant that each is fully authorized to enter into and execute this Second Modification of Deed of Trust on behalf of his/her respective party, and each signatory is fully authorized by his or her respective party to bind the same through this Second Modification of Deed of Trust.

This Second Modification of Deed of Trust may be executed in counterparts and, as so executed, shall constitute one agreement binding the Parties. A copy, whether paper or electronic, or a facsimile of a signature on this Second Modification of Deed of Trust shall have the same force and effect as an original ink signature.

This Second Modification of Deed of Trust shall become effective and binding upon the Parties on the date of the last signature affixed hereto.

13. SEVERABILITY. If any provision of this Second Modification of Deed of Trust is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Second Modification of Deed of Trust shall remain fully enforceable, and this Second Modification of Deed of Trust shall be interpreted in all respects as if such provision were omitted.

(THIS AREA INTENTIONALLY LEFT BLANK)

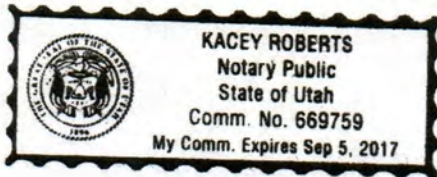
Dated this 19th Day of May, 2015.

**The Falls of Littleton, LLC, a Colorado
limited liability company**

By: [Signature]
Name: Steve Down
Its: Owner/Founder

STATE OF ~~COLORADO~~ UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of May, 2015 by
Steve Down (Name) as Owner (Title) of The Falls of Littleton,
LLC, a Colorado limited liability company.



My commission expires: 09/05/2017

Witness my hand and official seal.

[Signature]
Notary Public

Dated this _____ Day of _____, 2015.

**Clement Financial, Inc., a Wisconsin
business corporation**

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by
_____ (Name) as _____ (Title) of Clement Financial, Inc.,
a Wisconsin business corporation.

My commission expires: _____

Witness my hand and official seal.

Notary Public

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

The Falls of Littleton, LLC

is a

Limited Liability Company

formed or registered on 09/10/2013 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 20131524625 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2017 that have been posted, and by documents delivered to this office electronically through 03/09/2017 @ 09:59:27 .

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 03/09/2017 @ 09:59:27 in accordance with applicable law. This certificate is assigned Confirmation Number 10120769 .



Secretary of State of the State of Colorado

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

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

OPERATING AGREEMENT
FOR
The FALLS OF LITTLETON, LLC

THIS OPERATING AGREEMENT is entered effective the ____th day of September, 2013, by **THE FALLS OF LITTLETON, LLC**, a Colorado limited liability company as the sole Member of the above-named limited liability company.

The Member desires to organize a limited liability company pursuant to the laws of the State of Colorado. Accordingly, in consideration of the mutual covenants contained herein, the Member agrees and certifies as follows:

ARTICLE I

THE LIMITED LIABILITY COMPANY

1.1 Organization. The Falls of Littleton, LLC (the “**Company**”) was organized as a limited liability company on September 10, 2013, subject to the laws of Colorado, and specifically the Colorado Revised Statutes, Limited Liability Company Act (the “**Act**”).

1.2 Filing. Articles of Organization that comply with the requirements of the Act have been filed with the Colorado Secretary of State, and the Manager will execute such further documents and take such further action as is appropriate to comply with the requirements of the Act.

1.3 Name. The name of the Company is **THE FALLS OF LITTLETON, LLC**.

1.4 Registered Agent, Office.

(a) The registered agent and office of the Registered Agent for the Company are as follows: **Moye White, LLP**: Registered Agent Program, 1400 16th Street, 6th Floor, Denver, CO 80202.

(b) The Manager may change the registered agent and registered office from time to time.

1.5 Principal Place of Business. The address of the Company’s principal place of business will be 8199 Southpark Court, Littleton, Colorado. The Company’s sole member and manger, eFalls Corp., a Utah Corporation is 9071 S. 1300 W., Suite 201, West Jordan, Utah 84088. The Manager may change the Company’s principal business office from time to time.

1.6 Term. The term of the Company is 99 years following the filing of the Company's Articles of Organization with the Colorado Secretary of State, unless the Company is sooner terminated under the provisions of this Agreement or the Act.

1.7 Management and Operations of Company.

(a) The Company will be managed by a Manager or Managers. The name and address of the initial Co-Managers of the Company are as follows:

David Down, 9071 S. 1300 W., Suite 201, West Jordan, Utah 84088
Steven Down, 9071 S. 1300 W., Suite 201, West Jordan, Utah 84088

- (b) Each Manager will serve until a successor is appointed under this Agreement. If more than one person serves as Manager, the term "**Manager**," as used herein, will refer to all such persons collectively.
- (c) As long as there is a loan outstanding (the "Loan") and payable to Montegra Capital Resources, Ltd., and notwithstanding any other provision of this Agreement, the Managers or Members, as appropriate, and the Company shall each conduct their operations as a special purpose bankruptcy remote entity and as such shall take all actions necessary to cause the Company and Managers or Members, as appropriate, to comply with, and will refrain from taking actions in violation of, the conditions set forth immediately below. Any substitute Managers or Members permitted under this Agreement shall be required to comply with this Section.
- i) The purpose of the Company is limited to solely owning the real property located at 8199 Southpark Court, Littleton, Colorado 80120 (the "Property"), operating the Company's business at the Property, and activities incidental thereto. The Company's gross income will be derived exclusively from operating the Property and activities incidental thereto and not from conducting any separate business activity on the Property.
- ii) The Company's ability to incur indebtedness other than the Loan referenced above is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Property.
- iii) The Company is prohibited from engaging in any dissolution, liquidation, consolidation, merger or asset sale, or amendment of this Agreement for so long as the Loan is outstanding.

- iv) The Company's obligation to indemnify its Member(s) or Manager(s) is subordinated to the Loan shall not constitute a claim against the Company should cash flow in excess of amounts necessary to pay holders of the Loan is insufficient to pay such Loan obligations.

1.8 Character of Business/Purpose. The business and purpose of the Company will be limited to solely owning real property located at 8199 Southpark Court, Littleton, Colorado 80120 (the "Property"), operating the Company's business at the Property, and activities incidental thereto.

1.9 Member. The name and address of the sole Member are as follows:

The Falls Event Center, LLC 9071 S. 1300 W., Suite 201, West Jordan, Utah
84088

1.10 Limitation of Liability. The Member's liability for the obligations and liabilities of the Company will be limited as set forth in the Act and other applicable law. The Member will have no personal liability whatsoever for any liability or obligation of the Company.

1.11 Tax Status for Company. It is the Company's intent that so long as the Company has only one member, the Company will be disregarded as a separate entity for income tax purposes.

1.12 Restriction on Transfer.

(a) The Member may not sell, assign, encumber, pledge, or otherwise transfer its interest in the Company without the written consent of the Manager. Any attempted sale, assignment, encumbrance, pledge, or other transfer in contravention of this section is void and of no effect.

(b) If the interest of the Member is involuntarily transferred to a creditor of Member pursuant to a foreclosure action, or judgment lien foreclosure, or similar process, the transferee will have no right to become a member in the Company, but will only be entitled to receive distributions otherwise payable to the Member.

ARTICLE II

CAPITAL CONTRIBUTIONS

2.1 Contributions. The Member has made the capital contributions as reflected on the books and records of the Company.

2.2 Interest in Capital. The Member owns 100% of the interest in the original capital of the Company.

2.3 Additional Contributions. Except as provided herein, the Member will not be obligated to make any additional contribution to the capital of the Company. If additional capital is needed, contributions may be required only upon the consent of the Manager.

2.4 Capital Account. A capital account will be maintained by the Company for the Member. The Member's capital account will reflect the Member's capital contributions, increases for any net income and gain of the Company, and decreases for any net loss, deduction, and credit of the Company.

2.5 Loans to Company. The Member may, only with the Manager's prior consent, make a loan to the Company or advance money on its behalf. The amount of the loan or advance will be a debt owed by the Company to the lender Member, repayable on the terms and conditions and bearing interest at a rate agreed upon between the lending Member and the Manager.

2.6 No Withdrawal of Capital. The Member will have no right to withdraw or demand the return of all of any part of the Member's capital contributions or to receive a redemption of the Member's interest in the Company.

ARTICLE III

PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Profits and Losses. The Company's net profits, net losses, and other items of income, gain, deduction, and credit will be determined on an annual basis and will be reported by the Member on its income tax returns.

3.2 Distributions. The Manager may, from time to time, distribute available funds to the Member, according to the Manager's discretion. "**Available funds**" for this purpose means the Company's gross cash receipts, less the Company's expenditures, and less the amount that, in the Manager's discretion, the Company should retain in order to fulfill its business purposes. Business purposes will include, at the Manager's discretion, the growth and preservation of capital by re-investment of profits.

ARTICLE IV
MANAGEMENT

4.1 Manager.

(a) The Company will be managed by a Manager or Managers. A Manager need not also be a Member. Initially, there are two Managers. The Member will take no part in the control, management, direction, or operation of the Company's affairs and will have no power to bind the Company. The Managers may, from time to time, seek advice from the Member on major policy decisions, but the Managers need not accept such advice, and at all times the Managers will have the exclusive right to control and manage the Company.

(b) Any action hereunder by the Managers will require the approval of only one Manager (if there is then one Manager), both Managers (if there are then two Managers), or a majority of all Managers (if there are then more than two Managers). However, once such approval has been given one Manager, acting alone, may bind the Company with respect to the action. In the event of a deadlock or dispute between the Managers (where there are then only two Managers), the deadlock or disputed matter will require the approval of the Member.

4.2 Powers of Manager.

(a) Except as specifically otherwise provided elsewhere in this Agreement, the Managers are authorized on the Company's behalf to make all decisions regarding the affairs and management of the Company, including the power to:

- (i) sell, lease or otherwise dispose of a material asset, up to and including all assets, of the Company;
- (ii) make any material purchase or lease of an asset;
- (iii) borrow money or grant a security interest in any asset of the Company;
- (iv) prepay, refinance, or extend any mortgage affecting any asset of the Company;
- (v) compromise or release of any claim or debt of the Company; or
- (vi) employ any person, firm, or corporation for the operation and management of the business of the Company.

(b) In the exercise of management powers, the Managers are authorized, acting for and in behalf of the Company, to execute and deliver all contracts, conveyances,

assignments, leases, subleases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the assets of the Company; all checks, drafts, and other orders for the payment of the Company's funds; all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; and all other instruments of any kind or character relating to the Company's affairs, whether like or unlike the foregoing.

4.3 Nominee. The title for the Company's assets will be held in the Company's name or in the name of any nominee (including Managers so acting) that the Manager may designate.

4.4 Books and Records. The Managers will cause the Company to keep at its designated office the financial statements, tax returns, and other business and legal records of the Company.

4.5 Time Devoted to Business. The Managers will devote such time to the business of the Company as the Managers, in Manager's discretion, deem necessary for the efficient operation of the Company's business. The Managers will at all times be free to engage for the Manager's own account in all aspects of any business or investment in which the Company is involved.

4.6 Information Relating to Company. Upon request, the Managers will supply to any Member information regarding the Company or its activities. Each Member or the Member's authorized representative will have access to and may inspect and copy all books, records, and materials in the possession of the Managers regarding the Company and its activities. The exercise of the rights contained in this section will be at the Member's expense.

4.7 Exculpation/Indemnity.

(a) Any act or omission of the Manager, the effect of which may cause or result in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, will not subject the Manager to any liability to the Members.

(b) Unless limited as provided in this Agreement, the Company will indemnify the Manager to the same and fullest extent pursuant to Colorado law.

4.8 Manager and Successors.

(a) The Member will have no right to vote to remove or replace the initial Managers except in the event of fraud or misrepresentation directly affecting and damaging the Company, or in the event of the death or incapacity of such Managers. "Incapacity" will be determined in accordance with Colorado law and may be shown by either, (i) obtaining a determination of incapacity under the Colorado Uniform Probate Code, or (ii) obtaining the written opinions of two unrelated and independent medical doctors that a Manager is "incapacitated" under Colorado law after sufficient examination of the Manager claimed to be

incapacitated. The Manager will cooperate fully in any such proceeding or examination if requested by at least a majority in profits interest of the Company.

(b) In the event of the death, incapacity, or resignation of a Manager then within 90 days of the last to occur of such events, the Member may elect and appoint a new Manager.

ARTICLE V COMPENSATION

5.1 Reimbursements of Expenses to Managers. The Manager will be entitled at all times, on demand, to reimbursement from the Company's funds for Reimbursable Expenses. "Reimbursable Expenses," as that term is used herein, are expenses incurred by the Managers in furthering the Company's business. Reimbursable Expenses will have priority over all other distributions to the Member, and if not reimbursed within 30 days after demand, such amounts will become interest-bearing debts of the Company, payable at a rate and upon terms agreed upon between the Manager and the Company.

5.2 Fee. In addition to receiving reimbursements under Section 5.1, the Managers may charge and be paid a reasonable monthly Manager's fee for services in managing the Company's business and affairs. The Managers will have discretion to set the amount of the Manager's fee and to adjust it from time to time. The Manager's fee may be assessed and accrued retroactively by the Managers without approval of the Members.

5.3 Accrual. If there is insufficient cash available to pay Reimbursable Expenses or fees owed to either of the Managers, the expenses and fees will be accrued as payables or indebtedness until cash becomes available for payment of accrued amounts.

ARTICLE VI DISSOLUTION AND TERMINATION

6.1 Dissolution. The Company will be dissolved upon the occurrence of any of the following events:

- (a) The period fixed for the duration of the Company in this Agreement expires;
- (b) The Member and the Manager unanimously agree to dissolve the Company;
- (c) The Company fails to meet the requirement under the Act to maintain at least one Member; or

(d) The Company is not the successor limited liability company in the merger or consolidation of two or more limited liability companies.

6.2 Winding Up. Upon the Company's dissolution, the Managers, or if none, some person selected by the Member, will act as liquidator to wind up the Company. The liquidator will have full power and authority to sell and assign any or all of the Company's assets, to settle accounts, and to wind up and liquidate the Company's affairs in an orderly and prudent manner, and to make required filings with government agencies, all in accordance with the requirements of the Act and other applicable law.

ARTICLE VII

POWER OF ATTORNEY

The Member, by its execution of this Agreement, does irrevocably constitute and appoint the Managers with full power of substitution, as its true and lawful attorney, in its name, place and stead, to file Articles of Organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Operating Agreement or to the Articles of Organization required by law or authorized or required by the provisions of this Operating Agreement or the Articles of Organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company wherein the Member has limited liability in the states where the Company may be doing business; and (c) all conveyances and other instruments necessary to effect the Company's dissolution and termination.

ARTICLE VIII

AMENDMENT TO AGREEMENT

Amendments to this Operating Agreement and to the Articles of Organization that are of an inconsequential nature (as determined by the Managers) and do not affect the rights of the Member in any material respect, or that are contemplated by this Operating Agreement or the Articles of Organization may be made by the Managers through the exercise of the power of attorney granted in Article VII. Any other amendment to this Operating Agreement and to the Articles of Organization may be proposed to the Member by the Managers. The Managers will submit to the Member any such proposed amendment and the recommendation of the Managers as to its adoption. A proposed amendment will become effective at such time as it has been approved in writing by the Member. No amendment may be adopted by the Member without the approval of the Managers.

ARTICLE IX

NOTICES

9.1 Method for Notices. All mailed notices hereunder will be sent by first class mail, postage prepaid, and addressed as set forth in Article I (except that the Member may from time to time give notice changing address for such purpose), or may be sent registered or certified mail, and will be effective on the date of receipt or upon the fifth day after mailing, whichever is earlier. Notices may also be delivered in accordance with Colorado law and by facsimile transmission. If delivered by facsimile transmission, then a notice will be deemed received if the person to whom sent actually received the facsimile transmission at his or her office or residence (as the case may be) before 5:00 p.m. on a business day when said person is present at such office or home where sent.

9.2 Computation of Time. In computing any period of time under this Operating Agreement, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period will run until six o'clock p.m. of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE X

GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement (a) contains the entire agreement by the Member; (b) except as provided in Article VIII, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver; (c) will be construed in accordance with, and governed by, the laws of the State of Colorado; and (d) will be binding upon and will inure to the benefit of the parties, and their respective personal representatives, successors and assigns, except as set forth above.

10.2 Construction Principles. Words in any gender will be deemed to include the other gender. The singular will be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and will have no significance in the interpretation of this Agreement.

10.3 Severance Clause. The invalidity or unenforceability of any part of this Agreement will not invalidate or affect the remainder, which will continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part of this Agreement.

10.4 Creditors and Other Third Parties. None of the provisions of this Agreement will be for the benefit of or enforceable by any creditors of the Company or by other third parties.

THE FALLS OF LITTLETON, LLC
OPERATING AGREEMENT

IN WITNESS WHEREOF, the Member has signed this Operating Agreement on the date set forth below intended to be effective as of the date first written above.

MEMBER:

The Falls E;

vent Center, LLC

Date: 9/26/13

David W Down
By: David Down
Its: Officer

EXHIBIT "A"
CONTRACT OF GUARANTY OF eFALLS CORPORATION

CONTRACT OF GUARANTY
of
eFALLS CORPORATION

WHEREAS, The Falls of Littleton, LLC, a Colorado limited liability company ("*Borrower*"), has entered into or is about to enter into a loan transaction with MONTEGRA CAPITAL RESOURCES, LTD., a Colorado corporation, ("*Lender*") and has executed or will execute a Promissory Note dated September 20, 2013, in favor of Lender in the original principal amount of \$350,000.00 (all amounts owed to Lender for any reason, including covenants and indemnities under all documents evidencing or securing such loan transaction, by Borrower, either presently or in the future, are sometimes referred to herein as the "*Indebtedness*");

WHEREAS, Lender is unwilling to make the loan described above and/or to permit Borrower to incur additional Indebtedness unless the undersigned ("*Guarantor*") enters into this Contract of Guaranty.

NOW, THEREFORE, in order to induce Lender to continue to carry the existing Indebtedness and/or to permit Borrower to incur additional Indebtedness, and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor absolutely and unconditionally guarantees payment to Lender of the Indebtedness, including principal, interest, prepayment charges, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in collection of the Indebtedness or the enforcement of this Contract of Guaranty against Guarantor and of performance by Borrower of all obligations under any collateral agreements securing the Indebtedness. This is a guaranty of payment, not collection.

2. Guarantor grants Lender, in its uncontrolled discretion and without notice to it, the power and authority to deal in any lawful manner with the Indebtedness, and without limiting the generality of the foregoing, further power and authority, from time to time:

a. to renew, compromise, extend, accelerate, or otherwise change the time of payment of, or otherwise change the terms of the Indebtedness or of any document relating thereto, including increase or decrease of the rate of interest thereon;

b. to take and hold security for the payment of the Indebtedness, and to exchange, enforce, waive or release any such security;

c. to direct the order or manner of sale of any such security as Lender in its discretion may determine; and/or

d. to grant any indulgence, forbearance or waiver to Borrower.

The liability of Guarantor shall not be affected, impaired, or reduced in any way by any action taken by Lender (whether or not Lender receives any consideration for any such action) under the foregoing provisions or any other provision hereof, or by any delay, failure or refusal of Lender to exercise any right or remedy it may have against Borrower or any other person, firm or corporation, including other guarantors, if any, liable for all or any part of the obligations guaranteed herein by Guarantor.

3. Guarantor agrees that if any of the Indebtedness is not paid according to the tenor thereof, whether by acceleration or otherwise, it will immediately upon receipt of written demand therefor by Lender pay all of the Indebtedness in like manner as if the Indebtedness constituted the direct and primary obligation of Guarantor. Guarantor shall not have any right of subrogation unless and until Lender has received full payment of all of the Indebtedness; Guarantor shall not have any right of recourse against Lender by reason of any action Lender may take or omit to take under the provisions of this Contract of Guaranty.

4. Satisfaction by Guarantor of any liability hereunder incident to a particular default, if additional default shall occur, shall not discharge Guarantor except for the default satisfied, it being the intent hereof that this Contract of Guaranty and the obligations of the Guarantor hereunder shall be continuing and irrevocable until all the Indebtedness of every kind (due or to become due to Lender) shall have been paid in full.

5. Guarantor hereby waives notice of acceptance of this Contract of Guaranty by Lender, and this Contract of Guaranty shall immediately be binding upon Guarantor.

6. Guarantor waives presentment for payment, notice of non-payment, protest, notice of protest and all other notice of any kind to which it is or might be entitled in the absence of this Contract of Guaranty, and not by way of limitation, any right to require suit against Borrower or foreclosure of any security for the payment of the Indebtedness as a prerequisite to commencement of action on this Contract of Guaranty, or any right or claim of right to cause a marshalling of the Borrower's assets, and also waives any and all duty or obligations on Lender's part to perfect, protect, retain or enforce any security for the payment of the Indebtedness.

7. Guarantor agrees that its liability hereunder shall continue until all the Indebtedness shall have been paid in full, notwithstanding the death, incapacity or disability of any other guarantor which may have guaranteed the Indebtedness, and Guarantor further agrees that the failure, delay or refusal of Lender to file or enforce a claim against any such other guarantor or against Borrower shall not operate to release Guarantor from liability hereunder. Nothing herein contained shall constitute Guarantor's waiver or relinquishment of any right of contribution, whether such right arises at law or under any other separate agreement, which the Guarantor may have against any other guarantor, endorser, or other persons liable for the payment of the Indebtedness; however, Guarantor's reservation of its right of contribution as aforesaid shall not limit or qualify Guarantor's obligation to Lender hereunder. Guarantor agrees that any present or future obligation of Borrower to Guarantor is fully subordinate to the Indebtedness.

8. The Guarantor agrees that if at any time all or any part of any payment at any time received by Lender from Borrower or any Guarantor of the Indebtedness under or with respect to this or any other Guaranty of Indebtedness is or must be rescinded or returned by Lender for any reason whatsoever (including, but not limited to, the insolvency, bankruptcy or reorganization of such person or entity) then such person's obligations hereunder shall, to the

extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous receipt by Lender, and the Guarantor's obligations hereunder shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment to Lender had never been made.

9. This Contract of Guaranty pertains to a loan originating in and is delivered in and to be performed in the State of Colorado and shall be governed in all respects by the laws of the State of Colorado. Should any action at law or in equity be brought by Lender to secure, enforce or protect its rights under this Contract of Guaranty, such action may be brought by Lender in either the United States District Court for the District of Colorado or in the appropriate Colorado State Court in the City and County of Denver, State of Colorado. Guarantor hereby consents to the venue and personal jurisdiction of those Courts regarding any matter arising out of this Contract of Guaranty.

10. Any deposits or other sums at any time credited by or due from Lender to Guarantor and any securities or other property of Guarantor in the possession of Lender may at all times be held and treated as collateral security for the obligations of Guarantor hereunder. Lender may apply or set off such deposits or other sums or property against such obligations at any time after any default by Borrower relating to the Indebtedness.

11. This Contract of Guaranty is for the benefit of Lender, its successors and assigns, and in the event of any assignment by Lender of the Indebtedness, or any part thereof, the rights and benefits hereunder, to the extent applicable to the Indebtedness so assigned, may be transferred with such Indebtedness and inure to the benefit of any assignee.

12. Guarantor's obligations under this Contract of Guaranty are not dependent upon, nor in consideration of, nor in any way related to the existence or validity of the obligations of any other guarantor, if any, guaranteeing any Indebtedness of Borrower to Lender. Guarantor's obligations hereunder are joint and several with any other guarantor(s).

13. All pronouns and any variation thereof shall be deemed to refer to the neuter, masculine, feminine, singular or plural, as the identity of Borrower or Guarantor requires. If there is more than one Guarantor, their liability to Lender hereunder is joint and several.

14. This Contract of Guaranty is binding, not only upon Guarantor, but on the successors, heirs, personal representatives and assigns of Guarantor.

15. Guarantor acknowledges that this Contract of Guaranty does not in any way obligate Lender either to continue to carry any existing Indebtedness or to permit Borrower to incur additional Indebtedness.

16. Guarantor certifies that all statements made to Lender in Guarantor's financial statement are true and correct as of the date hereof, that Guarantor is solvent, that Guarantor has not sought relief under any bankruptcy laws, that Guarantor is not subject to any involuntary action thereunder, and that Guarantor will immediately notify Lender, in writing, in the event of any material adverse change in Guarantor's financial statement prior to satisfaction in full of the Indebtedness.

GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS READ AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS CONTRACT OF GUARANTY AND

ACKNOWLEDGES THAT LENDER HAS ADVISED GUARANTOR TO SEEK LEGAL COUNSEL FOR THIS TRANSACTION.

IN WITNESS WHEREOF, Guarantor has executed this instrument on September 20, 2013.

GUARANTOR:

eFALLS CORPORATION, a Utah corporation

By: David W. Down Its COO

Address: 9067 S. 1300 W. STE. 301
EIN: _____

STATE OF Utah)
COUNTY OF Salt Lake)

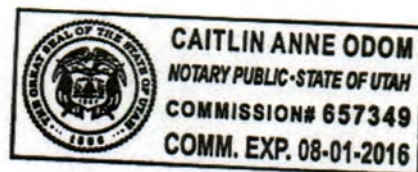
SS 541-66-4925

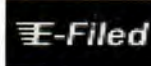
The foregoing Contract of Guaranty was acknowledged before me this 26 day of September, 2013, by David W. Down as COO of eFALLS CORPORATION, a Utah corporation.

Witness my hand and official seal.

My commission expires: August 1, 2016

Caitlin Anne Odom Notary
Public





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

Colorado Secretary of State
Date and Time: 09/10/2013 04:47 PM
ID Number: 20131524625
Document number: 20131524625
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

The Falls of Littleton, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

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

2. The principal office address of the limited liability company's initial principal office is

Street address

8199 South Park Court

(Street number and name)

Littleton

(City)

CO

(State)

80129

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

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

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

Moye White LLP: Registered Agent Program

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

Street address

1400 16th St

(Street number and name)

6th Floor

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) _____
(ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name

(if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)

Moye White LLP

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

Mailing address

1400 16th Street

(Street number and name or Post Office Box information)

6th Floor

Denver

CO

80202

(City)

(State)

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

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

- ☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

- ☐ one or more managers.

or

- ☒ the members.

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

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

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

- ☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

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

MacNeill	Tara		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
16 Market Square, 6th Floor			
<small>(Street number and name or Post Office Box information)</small>			
c/o Moye White LLP			
Denver	CO	80202	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

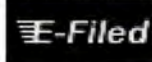
(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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Document must be filed electronically.
Paper documents are not accepted.
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of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 09/20/2013 12:07 PM
ID Number: 20131524625
Document number: 20131538642
Amount Paid: \$25.00

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Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number:

20131524625

1. Entity name:

The Falls of Littleton, LLC

(If changing the name of the limited liability company, indicate name before the name change)

2. New Entity name:
(if applicable)

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

or

If the limited liability company's period of duration as amended is perpetual, mark this box: ☒

6. *(Optional)* Delayed effective date:

(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

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

MacNeill

(Last)

Tara

(First)

(Middle)

(Suffix)

16 Market Square, 6th Floor

(Street name and number or Post Office Box information)
c/o Moye White LLP

Denver

CO 80202

(City)

(State)

(Postal/Zip Code)

United States

(Province – if applicable)

(Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

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**ATTACHMENT TO
ARTICLES OF AMENDMENT
THE FALLS OF LITTLETON, LLC**

Section 5 of the Articles of Organization is hereby amended to read:

5. XX The management of the limited liability company is vested in one or more managers.

FALLS EVENT CENTER
8199 SOUTHPARK COURT

