Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*	
☐ CHECK IF POINT OF CONTACT FOR APPLICATION	
☐ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	SPARKLES CAR WASH II LLC / Levy Real Estate LLC
Address	2790 Josephine St #100
City, State, Zip	Denver CO 80205
Telephone	3037045321
Email	michael@mcateeproperties.com

*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.

PROPERTY OWNER(S) REPRESENTATIVE**	
☑ CHECK IF POINT OF CONTACT FOR APPLICATION	
☑ CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Representative Name	Michael McAtee / Joel Levy
Address	2790 Josephine St #100
City, State, Zip	Denver CO 80205
Telephone	3037045321
Email	michael@mcateeproperties.com

**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.

***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.

SUBJECT PROPERTY INFORMATION	
Location (address):	3759 Inca Street and 3760 Jason Street
Assessor's Parcel Numbers:	0228102019000 + 0228102002000
Area in Acres or Square Feet:	3751sf + 50001
Current Zone District(s):	I-A, UO-2
PROPOSAL	
Proposed Zone District:	U-RX-3
PRE-APPLICATION INFORMATION	
In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services?	☑ **Yes - State the contact name & meeting date** Bridget Rassbach, 4/7/21 ☐ **No - Describe why not (in outreach attachment, see bottom of p. 3)**
Did you contact the City Council District Office regarding this application ?	☑ **Yes - if yes, state date and method** mid 2019 and mid 2021 , email and meeting ☐ **No - if no, describe why not (in outreach attachment, see bottom of p. 3)**

REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

General Review Criteria DZC Sec. 12.4.10.7.A

Check box to affirm **and** include sections in the review criteria narrative attachment

☑ **Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.**

Please provide a review criteria narrative attachment describing **how** the requested zone district is consistent with the policies and recommendations found in **each** of the adopted plans below. Each plan should have its' own subsection.

1. *Denver Comprehensive Plan 2040*

In this section of the attachment, describe **how** the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s a) equity goals, b) climate goals, and c) any other applicable goals/strategies.

2. *Blueprint Denver*

In this section of the attachment, describe **how** the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in *Blueprint Denver*.

3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):

_____

General Review Criteria: DZC Sec. 12.4.10.7. B & C

Check boxes to the right to affirm **and** include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.

☑ **Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.**

☑ **Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.**

In the review criteria narrative attachment, please provide an additional section describing **how** the requested rezoning furthers the public health, safety and general welfare of the City.

Review Criteria for Non-Legislative Rezonings:

DZC Sec. 12.4.10.8

For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.

For Neighborhood Context, Purpose and Intent, check box **and** include a section in the review criteria narrative attachment.

Justifying Circumstances - One of the following circumstances exists:

☐ The existing zoning of the land was the result of an error;
☐ The existing zoning of the land was based on a mistake of fact;
☐ The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;
☑ Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:
  a. Changed or changing conditions in a particular area, or in the city generally; or,
  b. A City adopted plan; or
  c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.
☐ It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.

In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.

☑ **The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.**

In the review criteria narrative attachment, please provide a separate section describing **how** the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.

201 W. Colfax Ave., Dept. 205
Denver, CO 80202
720-865-2974 • rezoning@denvergov.org

REQUIRED ATTACHMENTS

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- ☑ Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html
- ☑ Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- ☑ Review Criteria Narratives. See page 2 for details.

ADDITIONAL ATTACHMENTS (IF APPLICABLE)

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- ☑ **Written narrative explaining reason for the request** (optional)
- ☑ **Outreach documentation attachment(s)**. Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged)
- ☐ **Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- ☐ **Written Authorization to Represent Property Owner(s)** (if applicable)
- ☑ **Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this is document is required.)
- ☑ **Other Attachments.** Please describe below.

SDP Concept Plan, Concept Renderings, Survey and SDP review comments

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

720-865-2974 • rezoning@denvergov.org

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

We, the undersigned represent that we are the owner(s) of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

Property Owner Name(s) (please type or print legibly)	Property Address City, State, Zip Phone Email	Property Owner Interest % of the Area of the Zone Lots to Be Rezoned	Please sign below as an indication of your consent to the above certification statement	Date	Indicate the type of ownership documentation provided: (A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	*John Alan Smith* *Josie Q. Smith*	01/12/20	(A)	YES
Michael McAtee and Joel Levy	3759 Inca and 3760 Jason St, Denver CO 80211 303.704.5321 michael@mcateeproperties.com	100%		4/8/21	A	YES
Joel Levy as Member Levy Real Estate LLC						YES
						YES
						YES

Re: Review Criteria Narrative for a Rezoning request for properties 3759 N. Inca Street and 3760 N. Jason Street.

To whom it may concern:

We own the properties at 3759 N. Inca Street, and 3760 N. Jason Street. The current zoning is I-A, UO-2. We are requesting a rezone to U-RX-3. There is a billboard currently on 3760 N Jason Street, which is allowed under the UO-2 zoning use overlay. We are in the process of trying to break our lease with the current billboard operator but are uncertain how that will play out. If the rezone to U-RX-3 is approved, there needs to be consideration for the billboard to remain.

In mid 2019, we had meetings with representatives of the city of Denver and city council District 1 representative Councilwoman Sandoval. We repeated this process in 2021 to include the same as well an initial meeting with the Highlands United Neighborhood Association. Those meetings helped further our concept for development that would fit in the U-RX-3 zoning.

The Pre-Application meeting provided us with a presentation that outlined much of the information required by the application "Rezoning Review Criteria" section. It is included as an attachment to this narrative. The Pre-Application presentation, best describes the General Review Criteria requested by *General Review Criteria DZC Sec. 12.4.10.7.A, B, C and DZC Sec. 12.4.10.8*.

In addition, we recently submitted a concept site development plan for 3759 N Inca. That plan is also included as an attachment. The review of that concept was approved to submit for Formal Site Development Planning. With an approved zoning change, our concept for development on these parcels within the Highlands community is:

- Provide a natural transition from the Commercial Corridor Along 38th Ave and the primarily residential uses to the South.
- Increase housing options, including housing types, and offer potential for light commercial or retail uses as a buffer.
- Enhance safety along Inca and by improving the land use and providing more appropriate scale and street level activation.
- Transform the light industrial parcels to an urban residential area to coincide with the overall vision in Fox & 41st ST Station plan.

As shown in the additional documents provided, the surrounding neighborhood is primarily residential. We are proposing the zoning change from Industrial to a zoning that fits better in the neighborhood.

Regards,

Michael McAtee & Joel Levy

General Review Criteria: DZC Sec. 12.4.10.7. A

Adopted Plans

1. **Denver Comprehensive Plan 2040: how** the proposed map amendment is consistent with *Denver Comprehensive Plan 2040*'s
    a. **Equity goals**
        i. Increase development of housing units close to transit and mixed-use developments. Our location near Fox and 41st Light Rail station and the bike/walking path leading to the same would meet this goal by providing additional residential housing with proximity to the Light Rail station.
        ii. Create a greater mix of housing options in every neighborhood for all individuals and families. Our proposed zoning and site plan would offer greater density and additional housing which will help meet demands of population growth and increased demand for housing.
    b. **Climate goals**
        i. Embrace clean and local energy that comes from renewable sources such as sun and wind. Our proposed townhomes will have the option to add solar panels and clean energy source, provide 220v outlets in garages for EV charging.
        ii. Reduce energy use by buildings and advance green building design, including green and cool roofs. Our townhomes will be built to today's energy efficient standards to reduce energy consumption. Further the compact footprint of our buildings and shared walls will further reduce energy consumption.
        iii. Invest in multimodal transportation and support a clean, carbon-free transportation system. Our sites proximity to public transportation, bike/walking paths and local amenities increases likelihood of lifestyles that lead to a reduction in carbon footprint.
    c. **Other applicable goals/strategies**
        i. Encourage quality infill development that is consistent with the surrounding neighborhood and offers opportunities for increased amenities. By incorporating a traditional red brick and adding some contemporary elements such as dark siding our buildings will provide a nice transition of old and new and will blend with existing and new buildings alike.
        ii. Establish a scalable, predictable and adaptable approach to improve design quality across the city. Our proposed site plan provides pedestrian friendly scale, active street frontages and lower scale buildings at three-story max height.
        iii. Build a network of well-connected, vibrant, mixed-use centers and corridors. Our proposed site plan and zoning offers a nice transition from the more commercial corridor on 38th Ave and primarily residential uses to the South.

2. **Blueprint Denver Update 2019:** how the proposed map amendment is consistent with Blueprint Denver:
    a. **Consistent with neighborhood context – Urban** - We believe our proposed SDP Plan and proposed zoning is in keeping with Urban Zoning which consists of small multi-unit residential and mixed-use areas. Our building form, scale and proposed uses are also consistent.
    b. **Consistent the future place type – Local Corridor** - Local Corridors provide options for dining, entertainment, and shopping and include some residential and employment uses. Also, pedestrian friendly scale, active street frontages and lower scale buildings generally at three-story max height. Our proposed zoning of U-RX-3 **U**rban - **R**esidential Mi**x**ed Use - **3** stories maximum height allows for exactly that.
    c. **Consistent the growth strategy –** Our proposed zoning and site plan is consistent with the growth strategy which calls for 10-20% population growth by 2040.
    d. **Consistent with adjacent street types -** Given our locale on a frontage road to 38th Ave which consists of primarily commercial and mixed uses and surrounding residential uses, our proposed residential mixed use which includes light commercial such as office or coffee shop presents a nice transition and scale to neighboring residential uses.
    e. **Consistent with plan policies and strategies -** Our proposed zoning complies by providing pedestrian friendly scale, active street frontages and lower scale buildings generally at three-story max height. Further, our proximity to 41st and Fox light rail station also aligns with proximity to transportation centers and encourages high density residential areas.
    f. **Consistent with equity concepts contained in Blueprint Denver.**
        i. Our site offers access to transit via the walking/bike path to Lightrail station, bus lines on 38th Ave as well as access to local corridors due to central location.
        ii. By providing the potential townhomes, apartments and small retail we believe our proposed zoning and site plan provides housing diversity.
        iii. While temporary construction of our proposed plan would also provide construction employment opportunities. Further our rental units may provide employment in the real estate and leasing industries.

3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):

A. Highland Neighborhood Plan (1986)

a. Our proposed Zoning and SDP contributes to overall plan use guidelines which promote patterns of land use, urban design, circulation, and services which encourage and contribute to physical health, safety and welfare of the people who live and work in the neighborhoods by potentially providing opportunities for both to occur on the same site. Our proposed zoning and site plan also offers some variety in terms of pricing and types of housing and an alternative to neighboring single family or duplex uses, which is an integral part of the plan. Another specific aspect of the plan is to encourage home ownership and eliminate the industrial uses and while market rate townhomes are not necessarily affordable, allowing higher density does add more inventory to the neighborhood as compared to a single-family home. Further one of the recommendations for light industrial uses between Lipan and Inca to provide

appropriate buffering between Residential and Commercial uses, discourages further and intertrial encroachment, and encourages rezone of vacated commercial or industrial parcels back to residential.

B. 41st and Fox Station Area (2009)

a. The Plan's concept is specifically focused on the long-term redevelopment of our sites area east the train tracks to create a transit-friendly neighborhood. Moreover, it requires a transition over time via private redevelopment from industrial uses such as ours to more light industrial such as office, commercial, mixed-use and residential uses. Our Proposed zoning meets all these criteria. It also calls to create opportunities to add more housing and ur property is also located in an area of the Plan that calls for Urban Residential of 2-8 stories.

General Review Criteria: DZC Sec. 12.4.10.7. B & C

Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.

The proposed map amendment furthers the public health, safety and general welfare of the City by allowing reinvestment in an under-utilized property and by implementing the City's adopted plans for the area. The rezoning allows redevelopment of an industrial site to a new, safe, walkable, pedestrian friendly environment by providing street level activation and an appropriate building height and scale to transition from the commercial corridor along 38th Ave and the primarily residential uses to the South.

Review Criteria for Non- Legislative Rezonings: DZC Sec. 12.4.10.8

Justifying Circumstances - One of the following circumstances exists:

Justifying circumstances - We believe re-zoning from current use of car wash is in public interest. Owning and operating two other car wash locations in Denver and in Wheat Ridge, we can say first-hand that neither site Inca or Jason is conducive to car wash operations. Further we believe that the existing zoning was an error and only considered current use and not the best use for site. Last, the surrounding area has changed significantly since 2010 and the recent adoption of Blueprint Denver 2019 further supports our proposed re-zoning.

The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.

Proposed district neighborhood context description / General Character – "Multi-unit building forms typically include the Row House building form embedded with other residential form types. Commercial buildings are typically the Shop front and General building forms that may contain a mixture of uses within the same building. Single- and two-unit residential uses are primarily located along local and residential arterial streets. Multi-unit residential uses are located along local streets, residential and mixed use arterials, and main streets. Commercial uses are primarily located along mixed-use arterial or main streets but may be located at or between intersections of local streets." Our location is better suited for mixed use residential rather then the current light industrial use. Further our proposed zoning and site development plan offer a nice buffer between retail and commercial corridor along 38th Ave and the largely residential uses to the South.

5.2.4.1 General Purpose "A. The Residential Mixed Use zone districts are intended to promote safe, active, and pedestrian-scaled, diverse areas through the use of building forms that clearly define and activate the public realm." Our proposed zoning and site development plan will offer building scale and street level activation that is currently lacking with current use and light industrial zoning.

B. "The Residential Mixed Use zone districts are intended to enhance the convenience, ease and enjoyment of transit, walking, shopping and public gathering within and around the city's residential neighborhoods." Our location near the 41st and Fox Light Rail Station and 38th Ave Bus Route will provide convenient access to public transit.

C. The Residential Mixed Use zone district standards are also intended to ensure new development contributes positively to established residential neighborhoods and character and improves the transition between commercial development and adjacent residential neighborhoods." It cannot be stated too many times that our proposed zoning will allow for a transition from 38th Ave. Further by involving the community as well as Councilwoman Sandoval we intend to ensure that our development will contribute to the neighborhood.

D. "Compared to the Mixed Use districts, the Residential Mixed Use districts are primarily intended to accommodate residential uses. Commercial uses are secondary to the primary residential use of the district, and provide neighborhood-scaled shops and offices for residents to conveniently access goods and services within walking distance. Buildings in a Residential Mixed Use district can have commercial uses, but upper stories are reserved exclusively for housing or lodging accommodation uses. A building can be solely residential or solely commercial; however, buildings containing only commercial uses are limited in total gross floor area to 10,000 square feet consistent with the district purpose." Our submitted Site Development Plan is consistent the U-RX-3 Mixed Use districts and due to location a "primarily residential" or all residential development is best suited for these sites.

5.2.4.2 Specific Intent A. Residential Mixed Use – 3 (U-RX-3)

"U-RX-3 applies to residentially-dominated areas served primarily by local or collector streets where a building scale of 1 to 3 stories is desired." Our submitted Site Development plan and requested zoning are consistent with U-RX-3 Specific Intent and aforementioned text from the Denver Zoning Code.

3760 N JASON ST

Owner	LEVY REAL ESTATE LLC SPARKLES CAR WASH LLC 2790 N JOSEPHINE ST # 100 DENVER, CO 80205-4666
Schedule Number	02281-02-002-000
Legal Description	VIADUCT ADD B53 L1 & 2 & N 10FT OF L3 EXC N 20FT OF L1
Property Type	INDUSTRIAL-CAR WASH
Tax District	DENVER

Print Summary

Property Description

Style:	OTHER	**Building Sqr. Foot:**	1627
Bedrooms:		**Baths Full/Half:**	0/0
Effective Year Built:	1979	**Basement/Finish:**	0/0
Lot Size:	5,001	**Zoned As:**	I-A

Note: Valuation zoning may be different from City's new zoning code.

Current Year

	Actual	Assessed	Exempt
Land	$375,100	$108,780	$0
Improvements	$1,000	$290	
Total	$376,100	$109,070	

Prior Year

	Actual	Assessed	Exempt
Land	$375,100	$108,780	$0
Improvements	$1,000	$290	
Total	$376,100	$109,070	

3759 N INCA ST

Owner	LEVY REAL ESTATE LLC SPARKLES CAR WASH II LLC 2790 N JOSEPHINE ST # 100 DENVER, CO 80205-4666
Schedule Number	02281-02-019-000
Legal Description	VIADUCT ADD B53 L29 & 30 EXC N 20FT OF L30
Property Type	COMMERCIAL-MISC IMPS
Tax District	DENVER

Print Summary

Property Description

Style:	OTHER	**Building Sqr. Foot:**	0
Bedrooms:		**Baths Full/Half:**	0/0
Effective Year Built:	1500	**Basement/Finish:**	0/0
Lot Size:	3,751	**Zoned As:**	I-A

Note: Valuation zoning may be different from City's new zoning code.

Current Year

	Actual	Assessed	Exempt
Land	$281,300	$81,580	$0
Improvements	$1,000	$290	
Total	$282,300	$81,870	

Prior Year

	Actual	Assessed	Exempt
Land	$281,300	$81,580	$0
Improvements	$1,000	$290	
Total	$282,300	$81,870	

OPERATING AGREEMENT
FOR
LEVY REAL ESTATE, LLC

THIS OPERATING AGREEMENT ("Agreement") of **Levy Real Estate, LLC**, a Colorado limited liability company, is adopted effective as of the 5th day of April, 2006, by **Joel Levy** ("the Member").

RECITALS:

A. The Member has determined to acquire, hold, and sell real property for the purposes of investment, and that it best suits his business objectives to hold the same in a limited liability company pursuant to the laws of the State of Colorado so as to provide the Member with the protections afforded to him by the Colorado Limited Liability Act, as amended ("Act").

B. The Member has executed this Agreement to memorialize his relationship with the Company with respect to the activities thereof.

ARTICLE 1
ORGANIZATION AND TERM

Section 1.1 **Articles of Organization**. The Company has been organized as a Colorado limited liability company by the filing of the Articles of Organization under and pursuant to the Act. The rights and obligations of the Member shall be determined pursuant to the Act and this Agreement. To the extent that the rights and obligations of any Member are different, by reason of any provision of this Agreement, than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Member may also file such other documents or applications to do business in such other states or jurisdictions, as may be determined by the Member.

Section 1.2 **Name**. The name of the limited liability company shall be Levy Real Estate, LLC.

Section 1.3 **Term**. The term of the Company commenced on as of the date the Articles of Organization were filed and shall continue in full force and effect until terminated in accordance with the Act or this Agreement.

Section 1.4 **Registered Agent and Office**. The Company shall appoint and continuously maintain in the State of Colorado a registered agent for service of process. Until further action of the Member, the initial registered agent of the Company is Joel Levy, address of 2830 Hanover Street, Denver, Colorado 80238.

Section 1.5 **Principal Place of Business**. The initial principal place of business of the Company shall be located at 2830 Hanover Street, Denver, Colorado 80238.

ARTICLE 2
PURPOSE AND POWERS OF THE COMPANY

Section 2.1 **Purpose**. The Company will engage in the activities described in Recital A above, and all general business activities allowed by the laws of the State of Colorado.

Section 2.2 **Powers of the Company**. The Company shall have the authority to do all things reasonably necessary, convenient or expedient towards carrying out the business of the Company, including, but not limited to, the right to enter into and execute contracts, leases, deeds and any and all other instruments and agreements appropriate to the prudent and proper ownership, maintenance and disposition of the real property and ownership interests in other entities. Title to all real or personal property acquired by the Company shall be acquired, held, and conveyed in the name of the Company.

ARTICLE 3
MEMBERS, CAPITAL CONTRIBUTIONS AND UNITS

Section 3.1 **Members**. The sole Member of the Company and his business address is:

Joel Levy
2830 Hanover Street
Denver, Colorado 80238

As used herein, "Members" shall refer to the Member unless and until additional members are added to the Company in accordance with this Agreement.

Section 3.2 **Capital Contributions of the Member.** The Member shall initially contribute the amount of $200 cash.

Section 3.3 **Additional Capital Contributions.** The Member shall not be required to contribute any additional capital to the Company, and shall have no personal liability for any obligation of the Company.

Section 3.4 **Organizational Costs**. The Company shall reimburse to the Member reasonable costs incurred in connection with the formation of the Company, including attorney fees. Hereafter, legal fees and the fees of other consultants and professionals incurred by or on behalf of the Company shall be a Company obligation.

Section 3.5 **Return of Capital.** Except as provided herein, no time has been agreed upon for the return of the Member's contributions. The Member has the right to receive property other than cash in return for its capital contributions.

ARTICLE 4
MANAGEMENT/DECISIONS

Section 4.1 **Management by Member**. The Company shall be managed by the Member. The Member alone may exercise management and control of the business of the Company.

Section 4.2 **General Authority**. The Member shall have no power to cause the Company to do any act outside the purpose of the Company as forth in Section 2.1 hereof. Subject to the foregoing limitation and all other limitations in this Operating Agreement, the Member shall have full, complete, and exclusive power to manage and control the Company, and shall have the full authority to take any action it deems to be necessary, convenient, or advisable in connection with the management of the Company, including, but not limited to, the power and authority to contract or act on behalf of the Company.

Section 4.3 **No Further Authorization**. All decisions made for and on behalf of the Company by the Member, pursuant to the authority granted in this Agreement and in the Act, shall be binding upon the Company. No Person dealing with the Member shall be required to determine its authority to make any undertaking on behalf of the Company or to determine any facts or circumstances bearing upon the existence of such authority. Further, the Member shall have authority to execute all documents for and on behalf of the Company.

Section 4.4 **Expenses**. Except as otherwise set forth herein, all of the Company's expenses shall be billed directly to and paid by the Company. The Company shall reimburse the Member for his expenses directly related to the Company.

Section 4.5 **Indemnity**. No Member performing services on behalf of the Company (hereinafter collectively referred to as "Indemnitees") shall have any liability, responsibility, or accountability in damages or otherwise to the Company for any loss suffered by the Company which arises out of any act or omission performed or omitted by such Indemnitee in good faith and in a manner reasonably believed to be within the scope of the authority granted to it by this Agreement and in the best interest of the Company, provided that such act or omission did not constitute fraud, gross negligence, or willful misconduct by such Indemnitee. Each Indemnitee shall be indemnified by the Company, and the Company hereby agrees to indemnify, pay, protect, and hold harmless each Indemnitee (on the demand of and to the satisfaction of such Indemnitee) from and against any and all liabilities, obligations, losses, damages, actions, judgments, suits, proceedings, costs, expenses, and disbursements of any kind or nature provided that the same were not the result of a final adjudication of fraud, gross negligence, or willful misconduct on the part of the Indemnitee. The foregoing includes, without limitation, all reasonable legal fees, costs and expenses of defense, appeal, and settlement of any and all suits, actions, or proceedings instituted against such Indemnitee or the Company and all costs of investigation in connection therewith (collectively referred to as "Liabilities" for the remainder of this Section 4.5) that may be imposed on, incurred by, or asserted against an Indemnitee or the Company in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Company, or on the part of an Indemnitee. Notwithstanding

the foregoing, each Indemnitee shall be liable, responsible and accountable, and the Company shall not be liable to any such Indemnitee, for any portion of such Liabilities that resulted from such Indemnitee's own fraud, gross negligence, or willful misconduct. If any action, suit, or proceeding shall be pending against the Company or an Indemnitee relating to or arising, or alleged to relate to or arise, out of any action or inaction on their part, the Company shall have the right to employ, at the expense of the Company, separate counsel of its choice in such action, suit, or proceeding. The satisfaction of the obligations of the Company under this Section 4.5 shall be from and limited to the assets of the Company, and no Member shall have any liability on account thereof. The foregoing notwithstanding, the Member shall be entitled to the fullest amount of indemnification under the Act.

ARTICLE 5
ALLOCATION OF PROFITS AND LOSSES AND DISTRIBUTIONS

Section 5.1 **Profits and Losses**. For Company book purposes and tax purposes, the profit and the losses for any fiscal year of the Company shall be allocated to the Member.

Section 5.2 **Distributions**. All cash of the Company remaining after payment of all Company debts and the establishment of any reserve for payment of future obligations shall be distributed to the Member. In the event of the liquidation of the Company, distributions may be made in cash or in kind. In the event that any distribution is made in kind, it shall be treated as having been sold by the Company at the time of such distribution for an amount equal to its then fair market value. Any gain or loss which would have been recognized by the Company on such sale shall be allocated to the Member in accordance with this Article 5. Such property shall then be distributed to the Member, and the Company shall be credited with making a distribution in cash equal to the fair market value of such property. All distributions to the Member on the liquidation of the Company shall be distributed in accordance with the Member's positive Capital Account balance. For the purposes hereof, "fair market value" shall be determined by an appraiser qualified in real estate evaluations.

Section 5.3 **Compliance with the Code.** The Member is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article 5 to comply with the Internal Revenue Code and the Regulations promulgated thereunder.

ARTICLE 6
FISCAL YEAR, BOOKS AND RECORDS

Section 6.1 **Fiscal Year**. The fiscal year of the Company shall end on December 31 in each year, except that the first year of the Company shall be that period beginning on the date of filing the Articles of Organization and ending on the next following December 31, and the final year of the Company shall be that period beginning on the first day of such year and ending on the date of cancellation of the Articles of Organization.

Section 6.2 **Accounting**. The Company's accountants employed at any one time shall be the final authority with regard to any accounting questions that may arise during the course of the business of the Company.

ARTICLE 7
DISSOLUTION AND WIND-UP

Section 7.1 **Voluntary Dissolution.** The Company may be dissolved at any time in the sole discretion of the Member.

Section 7.2 **Wind-Up and Reformation.** If the Company is dissolved or the continuance of the Company is not otherwise approved by the Member, the Company shall promptly commence to wind up its affairs and execute a statement of intent to dissolve. Such statement of intent to dissolve shall be executed by the Member. Upon the filing with the Colorado Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Dissolution have been filed with the Colorado Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction. The Member shall not be obligated to restore a negative capital account upon the liquidation of the Company.

Section 7.3 **Authority to Wind Up.** In the event that winding up is required hereunder, the winding-up activities shall be managed by the Member.

Section 7.4 **Settlement and Distribution.** In settling accounts after dissolution, the assets of the Company shall be distributed in accordance with the Act.

Section 7.5 **Termination.** Upon completion of the distribution of the Company's assets, the Company shall be terminated, and the Member in charge of winding up the Company's business shall cause the filing of the Articles of Dissolution pursuant to the Act and shall take all such other actions as may be necessary to terminate the Company.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 **Inurement.** Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and his heirs, executors, administrators, successors and assigns.

Section 8.2 **Governing Law.** This Operating Agreement shall be deemed to be made under and shall be construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

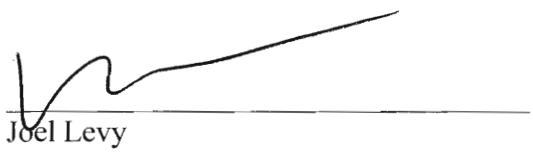
Section 8.3 **Severability.** If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement shall not be affected and the application of such affected provision shall be enforced to the greatest extent permitted by law.

Section 8.4 **Agreement.** If any of the matters covered by this Operating Agreement were performed or commenced by the Member prior to their execution of this Operating Agreement, this Operating Agreement shall be deemed to govern such prior actions as if it were executed by the Member prior to such actions being undertaken.

Section 8.5 **Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

IN WITNESS WHEREOF, this Operating Agreement for Levy Real Estate, LLC is executed as of the date first set forth hereinabove.

Member:



Joel Levy

OPERATING AGREEMENT OF
SPARKLES CAR WASH LLC
A COLORADO LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") of **SPARKLES CAR WASH LLC**, a Colorado limited liability company (the "Company"), is adopted effective as of the 4th day of June, 2019, by the Persons listed on **Exhibit A** (individually "Member" and collectively "Members").

RECITALS:

A. The Members have determined to own and operate a car wash on real property located at 5555 E. Colfax Avenue, Denver, Colorado ("Property") pursuant to the laws of the State of Colorado and local city and county jurisdictions therein, and/or to redevelop said Property, so as to provide the Members hereinafter described with the protections afforded them by the Act, defined in Article 2. In all other respects, however, it is the intention of the Members that the Company shall be treated as a partnership for income tax purposes.

B. The Members have entered into this Agreement to memorialize their relationship with one another and with the Company with respect to the activities thereof.

1. FORMATION OF LIMITED LIABILITY COMPANY

1.1 Articles of Organization. The Company has been organized as a Colorado limited liability company by the filing of the Articles of Organization under and pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights and liabilities of any Member are different, by reason of any provision of this Agreement, than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Members may also file such other documents or applications to do business in such other states or jurisdictions, as may be determined by the Members.

1.2 Name. The name of the Company is Sparkles Car Wash LLC, a Colorado limited liability company and all Company business shall be conducted in that name.

Purpose. The purpose of the Company shall be to own and operate a car wash on the Property referenced above pursuant to the laws of the State of Colorado and local city and county jurisdictions therein, and/or to redevelop said Property. The Company shall have the authority to do all things reasonably necessary, convenient, or expedient towards carrying out the purpose of the Company, including but not limited to, the right to enter into and execute contracts, leases, and any and all other instruments and agreements appropriate to the prudent and proper operations of the Company. The Company may also engage in any other business permitted under the Act.

1.3 Registered Agent. The Company shall appoint and continuously maintain in the State of Colorado a registered agent for the service of process. Until further action of the Members, the

registered agent for the Company shall be Michael McAtee, whose business address is 5233 S Ironton Way Englewood CO 80111.

1.4 Principal Place of Business. The location of the principal place of business of the Company shall be is 2790 Josephine St #100, Denver, CO 80205, and the records of the Company required by the Act to be maintained shall be maintained at that location. The Company may maintain other places of business as the Managing Members may designate from time to time.

1.5 Term. The Company commenced at the time the Articles of Organization were filed with the Secretary of State and shall continue in existence until terminated in accordance with the Act or this Agreement.

1.6 Title to Property. Title to any real and all personal property acquired by the Company shall be acquired, held, and conveyed in the name of the Company, unless the Members otherwise agree.

2. CERTAIN DEFINITIONS

Defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified below. Certain additional defined terms are set forth elsewhere in this Agreement. Unless the context requires otherwise, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa. "Article" and "Section" references are references to the Articles and Sections of this Agreement.

"Act" means the Colorado Limited Liability Act, as amended (Title 7, Article 80, Colorado Revised Statutes).

"Affiliate" means, when used with reference to a specific Person, (a) any Person who, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person, (b) any Person that is an officer, director, manager, trustee or beneficiary of or partner in, or serves in a similar capacity with respect to, the specified Person or of which the specified Person serves in a similar capacity, and (c) any Person that, directly or indirectly, is the beneficial owner of 50% or more of any class of equity securities of, partnership or membership interests in or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person is directly or indirectly the owner of 50% or more of any class of equity securities, membership or partnership interests, or in which the specified Person has a substantial beneficial interest. For purposes herein, control means ownership of fifty percent (50%) or more of any class of equity securities, membership or partnership interests.

"Agreement" means this Operating Agreement (including all Exhibits hereto), as it may be amended, supplemented, or restated from time to time.

"Assign" or "Assignment" means, with respect to any Company Interest or any part thereof, to sell, assign, transfer, give, pledge, encumber, hypothecate, or otherwise dispose of, whether voluntarily or by operation of law.

"Assignee" means a Person to whom an interest in any Company Interest has been assigned in a manner permitted under this Agreement.

"Bankruptcy" or "Bankrupt" as to any Person means the filing of a petition for relief as to any such Person as debtor or bankrupt under the Bankruptcy Code or like provision of law (except if such petition is contested by such Person and has been dismissed within one hundred twenty (120) days); insolvency of such Person which is finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; or commencement of any proceedings relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt, or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates his approval of such proceeding, consents thereby or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within sixty (60) days.

"Capital Account" means the capital account maintained for each Member pursuant to Section 3.4 of this Agreement.

"Capital Contribution" means any cash or property (valued, for this purpose, at its fair market value on the date of contribution) contributed to the Company by a Member.

"Cash Flow" means, for any period, all cash receipts of the Company including, without limitation, financing proceeds, during such period (other than Capital Contributions), (a) reduced by the sum of the following items, to the extent such items are paid from receipts from such period (other than Capital Contributions); (i) all principal and interest payments (or prepayments) on any Company indebtedness during such period, (ii) all cash expenditures paid or incurred by the Company during such period, (iii) all additions to the Reserves for the Company during such period, and (iv) all payments made for operation, maintenance, repair and replacement of Company property during such period; and (b) increased by all reductions in Reserves during such period.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Company Interest" means the interest of a Member in the Company, whether held by such Member or an immediate or subsequent Assignee thereof, including, without limitation, such Member's right (a) to a share of Company allocations and distributions in accordance with the Sharing Percentages, (b) to vote, consent, or withhold consent with respect to any Company matters, (c) to participate in the management of the business and affairs of the Company in accordance with this Agreement, and (d) all other rights under this Agreement or under the Act.

"Fiscal Year" means the Company's annual accounting period established pursuant to Section 5.6 below.

"IRS" means the Internal Revenue Service.

"Majority of Sharing Percentages" means those Members holding in the aggregate more than (and not merely equal to) 50% of the Sharing Percentages.

"Managing Members" means Joel Levy and Michael McAtee.

"Members" means, individually or collectively, the Persons described on Exhibit A and any other Persons admitted as Members with the consent of the Members in accordance with this Agreement.

"Person" means an individual or an entity.

"Prime Rate" means the prime rate published from time to time in the Wall Street Journal, or if such publication is not in existence, a similar national business-oriented newspaper or publication.

"Profit" or "Loss" means the profits and losses of the Company determined in accordance with the Code.

"Property" means any real and all personal property owned by the Company.

"Reserves" means reasonable amounts, as determined by the Members, allocated from time to time to reserves maintained for working capital of the Company, other present or future capital needs of the Company and contingencies.

"Sharing Percentages," means those percentages for each of the Members as set forth in **Exhibit A**.

"Treasury Regulations" or "Treas. Reg." means the income tax regulations issued (as Temporary or Proposed regulations, if so designated) under the Code and in effect, as amended, supplemented or modified from time to time.

3. MEMBERSHIP AND CAPITAL CONTRIBUTIONS

3.1 Members. The Members of the Company and their respective business addresses to which notices shall be provided are set forth on Exhibit A.

3.2 Percentage Interests. The Members' interests in the Company shall be represented by the Sharing Percentages held by each Member as provided for in Exhibit A. Except as otherwise expressly provided in this Agreement, the Sharing Percentage of a Member may not be reduced without such Member's written consent.

3.3 Initial Capital Contributions. The Members shall initially contribute those amounts set forth in Exhibit A.

3.4 Capital Accounts. A separate Capital Account shall be maintained for each Member. The Capital Accounts shall be maintained in accordance with Code Section 704(b) and the Treasury Regulations. Except as otherwise expressly provided for herein, no Member shall be entitled to receive interest on his respective Capital Account balance, but nothing herein shall prevent or prohibit the accrual and payment of interest by or among Members of the Company to Members or third parties for loans.

3.5 Additional Capital Contributions. After contribution of the Initial Capital Contributions described in Section 3.3 above, no Member shall be required to make any additional Capital

Contributions to the Company without that Member's consent, except as expressly provided in this Section 3.5. If the Managing Members unanimously determine that additional capital is needed for the operation of the Company or operation, acquisition, maintenance, governmental approvals, construction, sale, or use of its Property, including, without limitation, payments of costs and expenses related to financing, taxes, insurance and other items incident to the ownership of such property, each Member shall be obligated to contribute all additional Capital Contributions necessary to meet such needs within fifteen (15) days after delivery of written notice by the Managing Member to the Members that additional Capital Contributions are required.

3.6 Failure to Make Capital Contributions. The Members shall be obligated to make their Initial Capital Contributions and additional Capital Contributions required by Sections 3.3 and 3.5 as and when required pursuant to this Agreement. Upon the failure of a Member ("Defaulting Member") to make any additional Capital Contribution when due as required under Section 3.5 above, any other Member or Members (each a "Non-Defaulting Member") may, as the Non-Defaulting Members' and the Company's sole and exclusive remedy for the failure of the Defaulting Member to make any additional Capital Contributions, contribute the additional Capital Contribution to the Company that the Defaulting Member failed to contribute (the additional Capital Contribution made by the Non-Defaulting Member shall be referred to herein as "Substitute Contribution"), and upon exercise of this right, the Defaulting Member's Sharing Percentage shall be decreased, and the Sharing Percentage of the Non-Defaulting Members who made the contributions on behalf of the Defaulting Member shall be increased, by the percentage equal to the quotient determined by dividing (a) one and one-quarter (1.25) multiplied by the amount of the additional Capital Contribution the Defaulting Member failed to make, by (b) all additional Capital Contributions made by all Members, including all Substitute Contributions made by Non-Defaulting Members in accordance with this Section. If more than one Member elects to contribute additional Capital Contributions to the Company that the Defaulting Member failed to contribute, then the Substitute Contributions of the electing Non-Defaulting Members shall be made pro-rata in accordance with their respective Sharing Percentages.

3.7 Return of Capital. Except as expressly provided in this Agreement, no time has been agreed upon for the return of the Member's Capital Contributions. No Member has the right to demand and receive property other than cash in return for his Capital Contribution.

3.8 Organizational Costs. The Company shall reimburse to the Members the reasonable costs incurred in connection with the formation of the Company, including attorney fees. Hereafter, attorney fees and the fees of other consultants and professionals incurred by or on behalf of the Company shall be a Company obligation, provided that the expenditures are approved in accordance with this Agreement.

4. DISTRIBUTIONS

4.1 Discretionary Distributions. Subject to Section 4.2 below, all Cash Flow of the Company which the Managing Members unanimously determine is not needed for the payment of existing and anticipated Company obligations and expenditures shall be distributed to the Members, as set forth below, at such time and in such amount as may be unanimously determined by the Managing Members. All distributions shall be made as follows:

4.1.1 To each Non-Defaulting Member, *pari passu*, until such time as all Non-Defaulting Members have been repaid all Substitute Contributions;

4.1.2 To each Member in an amount equal to (a) the amount of the Company's federal taxable income allocated to such Member for the year of such distribution or any prior fiscal years multiplied by (b) the highest combined federal and state income tax rate to which the Member is subject with respect to the fiscal year in question;

4.1.3 To each Member, *pari passu*, until all Members are repaid their Capital Contributions; and

4.1.4 To the Members in accordance with their respective Sharing Percentages.

4.2 Liquidation Distributions. In the event of liquidation of the Company, distributions shall be made in cash unless otherwise agreed by a Majority of Sharing Percentages. In the event that any distribution is made in kind, it shall be treated as if the assets had been sold by the Company at the time of such distribution for an amount equal to its then fair market value. For Capital Account purposes only, any gain or loss (on such deemed sale), which would have been recognized by the Company on such sale, shall be allocated to the Members in accordance with Article 5. Such property shall then be distributed to the Members and the Company shall be credited with making a distribution in cash equal to the fair market value of such property (net of liabilities secured thereby or taken subject to). All distributions to Members on the liquidation of the Company shall be distributed in accordance with the Members' positive Capital Account balances. For the purposes hereof, "fair market value" shall be determined by unanimous agreement of the Members or, failing that, an appraiser qualified in real estate evaluations appointed by the Members. If the Members cannot agree on an appraiser, each shall appoint an appraiser and the fair market value shall be the average of the fair market values returned. Each Member shall pay the cost of the appraiser appointed by such Member. No Member shall be liable to the Company or to other Members for a deficit balance in his Capital Account following liquidation.

5. ALLOCATIONS AND ACCOUNTING

5.1 Profits and Losses; Cash Available for Distributions.

5.1.1 Profits and Losses. All Loss of the Company shall first be charged in proportion to the positive Capital Accounts of the Members until they are reduced to zero, and thereafter in accordance with the Members' respective Sharing Percentages. Subject to those distributions under 5.1.2 below, all Profits shall be credited first to recover, and in proportion to, any Loss previously charged to the Members in accordance with Sharing Percentages, then to recover, and in proportion to, any Loss previously charged to the Members in reduction of their positive Capital Account balances as aforesaid, and last in accordance with the Members' Sharing Percentages.

Cash Available for Distributions. Cash proceeds, if any, from the sale, refinancing, liquidation or other dispositions of Company Property, reduced by the sum of any allowances or reserves for contingencies and adequate provisions for payment of all outstanding current obligations of the Company (including, without limitation,

repayment of any loans made by any Member), shall be distributed to the Members in accordance with their respective Sharing Percentages.

5.2 Regulatory and Special Allocations. The following regulatory and special allocation rules are applicable to the Company because it is intended that the Company be taxed as a partnership for income tax purposes.

5.2.1 Any item of Company loss or deduction that is attributable to "nonrecourse debt," other than "partner nonrecourse debt," shall be allocated to Members in accordance with the Sharing Percentages. Any item of Company loss, deduction, or Code § 705(a)(2)(B) expenditure that is attributable (within the meaning of Regulation § 1.704-2(b)(4)) to a "partner nonrecourse debt" shall be allocated solely to the Member who bears the economic risk of loss for such debt. The foregoing is intended to comply with the "partner nonrecourse debt" allocation rules of Regulation § 1.704-2(b), and shall be interpreted consistently therewith.

5.2.2 If there is a net decrease in "partnership minimum gain" or in the "minimum gain attributable to partner nonrecourse debt" (both as defined in Regulation § 1.704-2(d)) during any Company taxable year, items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) shall be allocated to the Members in the amount and manner described in Regulation § 1.704-2(b)(2). The foregoing is intended to be a "minimum gain chargeback" provision as described in Regulation § 1.704-2(b) and shall be interpreted consistently therewith.

5.2.3 A loss allocation shall not exceed the maximum amount of loss that can be allocated without causing or increasing a deficit balance in a Member's Capital Account as of the end of a Fiscal Year. Excess loss shall be allocated to other Members pro rata in proportion to, and to the extent of their positive Capital Account balances. If any such excess loss is allocated for any taxable year to any Members, such Members shall be allocated a pro rata amount of items of Company income and gain for the next succeeding taxable year (and, if necessary, subsequent taxable years) to the extent necessary to offset, as quickly as possible, the allocation of excess loss under this Section 5.2.3.

5.2.4 If, notwithstanding the above, any Member has a Capital Account deficit balance as of the end of any Company taxable year, determined after the application of Section 5.2.3 but before the application of any other provision of this Article 5, then a pro rata amount of items of Company income and gain for such taxable year (and, if necessary subsequent taxable years) shall be allocated to all such Members pro rata in proportion to, and to the extent of, such Capital Account deficits. If any items of Company income or gain are allocated under this Section 5.2.4 for any taxable year to any Members, such Members shall be allocated a pro rata amount of items of Company deduction and loss for the next succeeding taxable year (and, if necessary, subsequent taxable years) to the extent necessary to offset, as quickly as possible, the allocations under this Section 5.2.4. This Section 5.2.4 is intended to be a "qualified income offset" provision as described in Regulation § 1.704-1(b)(2) and shall be interpreted consistently therewith.

5.2.5 In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), which causes such Member to have a deficit Capital Account at the end of any Company Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated

to restore under the terms of the Operating Agreement, and (ii) the amount of the Member's share of minimum gain determined pursuant to Reg. § 1.704-1(b)(iv)(f), which is treated as the amount such Member is obligated to restore, then items of Company income and gain shall be specially allocated to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts created by such adjustments, allocations, or distributions as quickly as possible.

5.3 Special Tax Allocations.

5.3.1 Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members in accordance with the Sharing Percentages.

5.3.2 Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the Company shall be allocated to the Members in accordance with Code § 704(c).

5.3.3 If the Members unanimously determine, after consultation with legal counsel or the certified public accountant for the Company, that the allocation of any item of Company income, gain, loss, deduction, or credit is not specified in this Article 5 (an "unallocated item"), or that the allocation of any item of Company income, gain, loss, deduction, or credit hereunder is clearly inconsistent with the Members' economic interests in the Company (a "misallocated item"), then the Members may unanimously allocate such unallocated items, or reallocate such misallocated items, to reflect such economic interests. No allocation of an unallocated item or reallocation of a misallocated item pursuant to the preceding sentence shall require an amendment to this Agreement.

5.3.4 For purposes of Treasury Regulation § 1.752-3(a) (relating to the sharing of partnership "nonrecourse liabilities" among partners for basis purposes), the percentage interests in Company profits shall be the Sharing Percentages.

5.4 Accounting, Tax Reports and Professionals.

5.4.1 The Company accounting records shall be maintained at the principal place of business of the Company, and each Member shall at all times have access thereto. The Company shall keep its accounting records and shall report its income for income tax purposes on the method of accounting selected by the accountants normally servicing the books and records of the Company with the approval of the Members. The Fiscal Year of the Company shall be the calendar year. An annual accounting in writing (which may consist of the Company's tax return) shall be made to each Member no later than the first day of the fourth calendar month following each Fiscal Year and K-1 forms shall be provided to all Members by the first day of the third calendar month following each Fiscal Year.

5.4.2 The Members shall cause to be prepared all income tax returns and reports required to be filed with the Internal Revenue Service, the Colorado Department of Revenue, and any other applicable government authorities.

5.4.3 Within ninety days after the end of each Fiscal Year, the Tax Matters Partner shall prepare, or cause to be prepared, an annual report including (i) balance sheet of the Company as of the end of such year and statements of operations and changes in Members' Capital Accounts; and (ii) a report of the activities of the Company during the period covered by the annual report.

The annual report shall set forth distributions to the Members for the period covered thereby and the amount of such distributions released from Reserves established in a prior period.

5.4.4 The Company shall engage the services of a certified public accountant as determined by the Tax Matters Partner. All expenses incurred in the creation of this Company and such additional services required by the Company not only from said professionals, but also from other experts and advisors, shall be a Company obligation and expense. If any Member incurs such expense, the Company shall reimburse the Member for such expense.

5.5 Bank Accounts. Except as otherwise provided in this Agreement, the bank accounts of the Company shall be maintained in such banking institutions as the Managing Members shall unanimously determine. The funds of the Company shall not be commingled with the funds of any other Person.

5.6 Fiscal Year. The Fiscal Year of the Company for tax and accounting purposes shall be the calendar year.

5.7 Transfer of Interest. If an interest in the Company is transferred during a calendar year, all items of income, gain, loss, deduction and credit allocated pursuant to this Article 5 shall be allocated between the transferor and the transferee as of the last day of the month in which the transfer occurred. Items of Company gain or loss earned or incurred on the sale, exchange or other disposition of any Company asset shall be allocated to the Member owning the Company Interest at the time of the closing of said sale, exchange or other disposition of such Company asset.

5.8 Booking-Up. The Capital Accounts of the Members shall be increased or decreased to reflect the revaluation of the Property (including, without limitation, intangible assets such as goodwill) on the Company's books in connection with a Revaluation Event, as defined below. On such revaluation: (1) the book value of the Property shall be adjusted based on the fair market value of the Property (taking Code § 7701(g) into account) on the date of the Revaluation Event; and (2) the unrealized income, gain, loss, or deduction inherent in such Property (that has not been previously reflected in the Capital Accounts) shall be allocated among the Members as if there were a taxable disposition of such Property for such fair market value on the date of the Revaluation Event. "Revaluation Event" means: (1) the acquisition of an interest in the Company by a new or existing Member or Assignee in exchange for more than a *de minimis* capital contribution; (2) the liquidation of the Company or a distribution by the Company to a Member or Assignee of more than a *de minimis* amount of Property as consideration for an interest in the Company; (3) the grant of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a capacity as a Member, or by a new Member acting in a capacity as a Member or in anticipation of being a Member; or (4) as may otherwise be permitted by Treasury Regulation §1.704-1(b)(2)(iv)(f). Subsequent allocations of profits and losses with respect to such Property shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its fair market value in the same manner as under Code §1.704(c), using any method described in Treasury Regulation §1.704-3 as determined by the Tax Matters Partner. The foregoing adjustments shall be made only if they are necessary or appropriate to reflect the relative economic interests of the Members and Assignees, as applicable, and the Company.

6. MANAGEMENT/DECISIONS/MEMBERS

6.1 Management by Members. The Company shall be managed by the Managing Members. The initial Managing Members shall be Joel Levy and Michael McAtee. Subject to Sections 6.2 and 6.3 below, the Managing Members may each exercise management and control of the business of the Company. The role of Managing Member shall not pass to any Assignee of that Managing Member; and any succeeding or additional Managing Member shall only assume that role if agreed by all of the other remaining Members; and only fully vested, approved Members in good standing from time to time (that is, not in default) may vote as Members or participate in the management of the business and affairs of the Company ("Membership Rights").

6.2 General Authority. The Managing Members shall have no power to cause the Company to do any act outside the purpose of the Company as forth in Section 1.3 hereof. Subject to the foregoing limitation and all other limitations in this Operating Agreement, each Managing Member individually shall have full, complete, and exclusive power to manage and control the Company, and shall have the full authority to take any action it deems to be necessary, convenient, or advisable in connection with the management of the Company, including, but not limited to, the power and authority to contract or act on behalf of the Company.

6.3 Members' Consent. In addition to other rights granted to the Members under this Agreement, unless this Agreement requires a higher percentage, approval of a Majority of Sharing Percentages shall be required to approve the following events or transactions:

6.3.1 Affiliates. Any transactions, contracts, or agreements between the Company and a Member, or an Affiliate of a Member, in which the consideration exceeds that which would be paid to an unrelated third party in a similar transaction;

6.3.2 Obligations. Any indebtedness to be incurred by the Company, whether recourse or non-recourse, in excess of ordinary trade payables;

6.3.3 Sale of Assets. Any sale, transfer, exchange, or disposition of all or substantially all of the assets of the Company;

6.3.4 Judgments. Stipulate to a judgment against the Company;

6.3.5 Notes. Bind or obligate the Company as a party, principal, accommodation party or surety or on any note, mortgage, or deed of trust;

6.3.6 Acquisitions and Sales. Bind or obligate the Company to acquire or sell any real property;

6.3.7 Any action or contract which results in an expenditure or indebtedness in excess of $500 ;

6.3.8 New Business. Determine to enter a new business or otherwise undertake any other material matter not permitted under Section 1.3; or

6.3.9 Amendment to Entity Documents. Enter into any new or amendments to any operating agreement, bylaws, shareholder agreements, or other agreements related to any entity in which the Company has an ownership interest.

6.4 No Further Authorization. All decisions made for and on behalf of the Company by a Managing Member, pursuant to the authority granted in this Agreement and in the Act, shall be binding upon the Company. No Person dealing with a Managing Member shall be required to determine his authority to make any undertaking on behalf of the Company or to determine any facts or circumstances bearing upon the existence of such authority. Further, a Managing Member shall have authority to execute such documents for and on behalf of the Company as shall be specifically authorized by a resolution signed by all of the Members.

6.5 No Compensation. A Managing Member shall devote such time to the Company business as may be necessary to carry on and conduct such business for the greatest advantage of the Company, for which services the Managing Members shall not be compensated, except as otherwise provided in this Agreement.

6.6 Expenses. Except as otherwise set forth herein, all of the Company's expenses shall be billed directly to and paid by the Company. The Company shall reimburse the Members and their Affiliates for the cost to the Members and their Affiliates of any expenses directly related to the Company.

6.7 Indemnity. No Managing Member or Member performing services on behalf of the Company (hereinafter collectively referred to as "Indemnitees") shall have any liability, responsibility, or accountability in damages or otherwise to any other Member or the Company for any loss suffered by the Company which arises out of any act or omission performed or omitted by such Indemnitee in good faith and in a manner reasonably believed to be within the scope of the authority granted to it by this Agreement or the Act and in the best interest of the Company, provided that such act or omission did not constitute fraud, gross negligence, or willful misconduct by such Indemnitee. Each Indemnitee shall be indemnified by the Company, and the Company hereby agrees to indemnify, protect, and hold harmless each Indemnitee (on the demand of and to the satisfaction of such Indemnitee) from and against any and all liabilities, obligations, losses, damages, actions, judgments, suits, proceedings, costs, expenses, and disbursements of any kind or nature, all reasonable legal fees, costs and expenses of defense, appeal, and settlement of any and all suits, actions, or proceedings instituted against such Indemnitee or the Company and all costs of investigation in connection therewith provided that the same were not the result of a final adjudication of fraud, gross negligence or willful misconduct by such Indemnitee (collectively, "Liabilities"), that may be imposed on, incurred by, or asserted against an Indemnity or the Company. Notwithstanding the foregoing, each Indemnitee shall be liable, responsible and accountable, and the Company shall not be liable to any such Indemnitee, for any portion of such Liabilities that resulted from such Indemnitee's own fraud, gross negligence, or willful misconduct. If any action, suit, or proceeding shall be pending against the Company or an Indemnitee relating to or arising, or alleged to relate to or arise, out of any action or inaction of the Company or an Indemnitee, the Company shall have the right to employ, at the expense of the Company, separate counsel of its choice in such action, suit, or proceeding. The satisfaction of the obligations of the Company under this Section 6.8 shall be from and limited to the assets of the Company, and no Member shall have any liability on account thereof. The foregoing notwithstanding, all Members shall be entitled to the fullest amount of indemnification under the Act.

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6.8 Restriction on Third Party Liabilities. No Member, in his capacity as Member, shall have the power to incur any indebtedness or other liability on behalf of the Company or any other Member.

6.9 Time Devoted to Business. The Managing Members shall devote such time to the business of the Company, as the Managing Members, in their discretion shall deem necessary for the efficient conduct of the Company business. The Members and their respective related entities and Affiliates shall at all times be free to engage in good faith in all aspects of real estate and other business for their own account, including, without limitation, endeavors which may compete with the business of the Company or any of its Members, and without any obligation to include the Company or the other Member in any such activity. Any claims based on a conflict of interest presented to a Member or the Company by virtue of the foregoing circumstances are expressly waived.

6.10 Insurance. At all times that commercial general liability insurance shall be kept in place insuring the Company in such amounts, form and terms, as the Members agree in advance to apply to Company business.

6.11 Meetings of Members.

6.11.1 Annual Meetings. It is not anticipated that any annual meetings of the Members will be held. If any Member desires to hold a meeting, they shall have the right to do so at any time as provided in Section 6.11.2 below.

6.11.2 Special Meetings. Special meetings of the Members may be called by any Member.

6.11.3 Vote Required. Unless this Agreement or the Act requires a different percentage, a Majority of Sharing Percentages must approve a matter brought before the Members at any meeting of the Members which by the terms of this Agreement requires such approval.

6.11.4 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

6.11.5 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by all required Members. Any action taken under this Section 6.0.5 shall be effective when all required Members have signed the consent, unless the consent specifies a different effective date.

6.11.6 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the other Members before or at the time of the meeting.

6.11.7 Telecommunication Meeting. Any meeting required to be held under the provisions of this Agreement or the Act may be held by means of a telephone conference or other communication or media or equipment so long as all Members and their representatives participating in the meeting can hear or communicate with each other at the same time. Participation by Members in such a meeting shall constitute presence at the meeting.

6.12 Rights and Obligations of Members.

6.12.1 Limited Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act or other applicable law. No Member shall be personally liable for any debts, liabilities or losses of the Company.

6.13 Tax Matters Partner. Joel Levy is hereby designated as the Tax Matters Partner for purposes of Code § 6231.

7. TRANSFER OF COMPANY INTERESTS

7.1 No Transfers. Except with the prior, written consent of the Majority of Sharing Percentages, or as described in Sections 7.2 below, no Member shall sell, transfer, assign, pledge or otherwise encumber, voluntarily or involuntarily, including, by way illustration only and not of limitation, a transfer or assignment in or as a result of death, bankruptcy, charging order, entity dissolution, marital divorce or dissolution proceedings or settlement, any portion of such Member's Company Interest or the right of such Member to profits of the Company or any other asset of the Company. Any sale, transfer, assignment or pledge by a Member or the encumbrance of a Member's Company Interest in violation of this Agreement shall be void as against the Company and the other Members. In the event of any transfer of a Company Interest notwithstanding the provision of this Section 7.1, the transferee shall not be a Member or exercise any Membership Rights or be a Managing Member. The transferee shall be entitled to receive, to the extent transferred, only the distributions to which the transferor would be entitled. The transferee shall be admitted as a Member only upon the unanimous consent of the Members, and thereafter be deemed a Member with a full Company Interest ("Substituted Member"). A Substituted Member is a person who has been admitted with a full Company Interest as a Member, or who has been assigned a Company Interest with the approval of each and every Member of the Company by unanimous written consent. The Substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of his assignor; except that the substitution of the assignee does not release the assignor from liability to the Company under C.R.S. § 7-80-502 or this Operating Agreement.

7.2 Death, Disability, Insolvency, Bankruptcy, or Dissolution of a Member.

7.2.1 Conversion to Assignee Status. The death, legal incompetency, insolvency, bankruptcy or dissolution of a Member (each a "Conversion Event") shall not cause a dissolution of the Company. Upon a Conversion Event, the Company Interest of the successors of a Member causing a Conversion Event shall be automatically converted as of the date of death, legal incompetency, insolvency, bankruptcy, or dissolution, or as the case may be, to the status of an Assignee of the Member's share of the Profits and Losses of, and the right to receive distributions from, the Company in accordance with the terms of this Agreement ("Company Rights"), with the same Capital Account of the deceased, legally incompetent, insolvent, bankrupt or dissolved Member. For purposes of this Agreement, a Member shall be considered legally incompetent if it is judicially determined that the Member is under a legal disability by reason of incapacity, insanity or incompetency.

7.2.2 Members' Right to Purchase a Company Rights. Unless admitted as a Substituted Member, the Members shall first have the right to purchase the Company Rights held by an Assignee under Section 7.2.1, or any interest of a third party transferee in violation of this

Agreement who may be treated as an Assignee for purposes of the purchase process described below, and if more than one Member exercises such right, then the Company Interest being purchased shall be purchased by each exercising Member in accordance with their respective Sharing Percentages. This right shall be exercised by written notice from the Members delivered to the Assignee within one hundred twenty (120) days following a Conversion Event. The purchase price for the Company Rights of the Assignee (which Assignee is referred to as the "Seller") shall be the amount which would have been distributed to such Seller had all the Company's assets been sold for their then fair market value and debts and expenses of the Company discharged. In determining fair market value, the Seller and the Company (or other Members, as appropriate, here collectively referred to as "Purchaser") shall use good faith efforts to agree in writing upon fair market value. If the Seller and Purchaser(s) cannot agree on fair market value within 30 days following a notice of intent to exercise the right to purchase, then the fair market value shall be determined by an appraiser. If the Seller and Purchaser(s) cannot agree upon an appraiser, then Seller and Purchaser(s) shall each appoint an appraiser, and the appointed appraisers shall select a third appraiser, which third appraiser shall determine the fair market value. All appraisers shall have at least five years experience appraising property of the type owned by the Company in the metropolitan area in which such property is located. Seller on the one hand and the Purchaser(s) on the other shall each pay one-half of the fees of all appraisers utilized as described in this Section. The Purchaser(s) shall have ten (10) days after receipt of the appraisal prepared in accordance with the provisions above to exercise the right to purchase. If no such notice is timely given, then such right shall be deemed waived. Notwithstanding anything in this Agreement to the contrary, if a Conversion Event is caused by the death of a Member and that Member had in effect at the time of death a life insurance policy, the proceeds of which are payable to or on behalf of the Company, then the one-hundred twenty (120) day deadline for exercise of the purchase price pursuant to this Section shall be extended, if necessary, until the date that is thirty (30) days after receipt by the Company of the insurance proceeds from such life insurance policy. The fair market value of the Company's assets determined in accordance with this Section 7.2.2 shall include said insurance proceeds.

7.2.3 Payment. The purchase price shall be payable as follows: (1) 25% in cash, or certified funds at closing; and (2) the remaining 75% evidenced by a negotiable promissory note, with quarterly payments of interest only and the principal balance due on the earlier of the date that is four years after closing or the date of a sale of all or a portion of the assets of the Property of the Company if such sale generates Cash Flow sufficient to pay said principal. The interest rate shall be the Prime Rate in effect at closing. Purchaser shall have the right to prepay at any time. The closing shall be held within 30 days after the determination of the purchase price is completed under subparagraph 7.2.2 above. At the closing, which shall be held at the principal place of business of the Company, the Seller shall deliver to the Purchaser a duly executed instrument of transfer and assignment with respect to the Seller's Company Rights, subject to no liens or encumbrances of any kind. The Purchaser shall execute security and pledge agreements for the acquired Company Rights in favor of the Seller as security for the payment of the promissory note described above.

7.3 Additional Members. Commencing with the formation of the Company, unanimous written approval of all Members, at that time, shall be required to admit additional persons or entities as full Substituted Members in this Company or as new Members either by the issuance by the Company of additional Company Interests for such consideration as the Members by their unanimous vote shall determine or as a transferee of a Member's Company Interest or any portion thereof, subject to the terms and conditions of this Agreement. Except as required by

operation of law, neither the Company nor any other Member shall be obligated for any purpose whatsoever to recognize the assignment, sale, transfer, pledge or other encumbrance by a Member of his interest in the Company unless made in accordance with the requirements of this Section 7. Any Person who is an assignee of all or a portion of a Member's Company Interest or Company Rights, but does not become a Member and desires to make a further assignment of such interest, shall be subject to all of the provisions of this Section 7 to the same extent and the same manner as if such person were the Member executing this Agreement. The new Member admitted pursuant to this Section 7.3 and an assignor of a Company Interest or Company Rights which has been approved pursuant to this Section 7 shall each, jointly and severally, reimburse the Company for all costs and fees associated with the documentation of the new Member's admission to the Company or the assignment of the Company Interest or Company Rights, as applicable.

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8. ACTIONS DURING DEFAULT

8.1 Notwithstanding anything in this Agreement or the Act to the contrary, no Member shall have any right to vote upon, approve, or take any action described in this Agreement with respect to the Company while such Member is in default of this Agreement.

9. TERMINATION AND DISSOLUTION

9.1 Dissolution. The Company shall be dissolved upon the occurrence of any one of the following events:

9.1.1 Consent. A vote of a Majority of Sharing Percentages;

9.1.2 Decree of Court. A decree of a Court having competent jurisdiction; or

9.1.3 Act. Operation of law or the Act or any other terms of this Agreement.

9.2 Dissolution Procedure.

9.2.1 Winding Up, Liquidation, and Distribution of Assets. Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company. The Members or such other representative shall:

9.2.1.1 Sell or otherwise liquidate all of the Company's assets as promptly as practicable, except to the extent the Majority of Sharing Percentages may determine to distribute any assets in kind;

9.2.1.2 Allocate any profit or loss resulting from such sale and/or liquidation to the Members' Capital Accounts in accordance with Article 5;

9.2.1.3 Discharge all liabilities of the Company, including liabilities to Members who may be creditors, to the extent otherwise permitted by law, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company in connection with the dissolution of the Company;

9.2.1.4 Distribute the remaining assets to the Members in accordance with applicable provisions of Section 4.2.

9.2.2 Deficit Balance in Capital Account. Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation § 1.704-1 (b)(2), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

9.2.3 Dissolution Documents.

9.2.3.1 As soon as possible following dissolution, the Members or an appropriate representative designated by the Members, shall execute and file a Statement of Dissolution in such form as shall be prescribed by the Colorado Secretary of State. In addition, the Members or such appropriate representative shall execute and file such documents in other jurisdictions, which may be required in connection with the dissolution of the Company.

9.2.3.2 Upon completion of the winding up, liquidation, and distribution of the assets as described in Paragraph 9.2.1 above, the Company shall be deemed terminated.

9.2.3.3 Upon the issuance of the Certificate of Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate actions as provided in the Act.

9.3 Return of Contribution. Upon dissolution, each Member shall look solely to the assets of the Company for the return of his contribution. If the Company's assets remaining after the payment or discharge of the debts or liabilities of the Company are insufficient to return the contributions of one or more Members, such Member or Members shall have no recourse against the other Member.

10. DISPUTE RESOLUTION

In the event the Members are unable to resolve any dispute concerning the operation of the Company or any issue pertaining or in any way related to this Agreement ("Dispute"), including, without limitation, any dispute which they could otherwise make the subject of a court action, the Members agree to resolve the dispute in accordance with this Article 10.

10.1 Mediation. Prior to filing litigation, requesting binding arbitration or instituting the procedures of Section 10.2 below, the Members agree to mediate any Dispute in accordance with the procedure outlined in this Section 10.1. When any Member determines that an unresolved dispute exists, such party shall give the other party(s) a written notice to mediate ("Notice to Mediate") such unresolved dispute. The mediation shall be before an independent third party. In the event the Members cannot agree upon a mediator within ten (10) days after delivery of a Notice to Mediate, then any Member may apply to a Judicial Arbiter Group office located in Denver, Colorado for the appointment of a mediator. The parties agree to enter into mediation in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by

mediation within thirty (30) days following delivery of a Notice to Mediate, a Member may take such other action as may be permitted by this Agreement or at law or in equity. The fees and costs charged by the Mediator shall be paid pro-rata by each Member based on the number of Members.

10.2 Purchase Between Members. Notwithstanding any other right or provision in this Agreement, if a dispute remains between Members after compliance with Section 10.1, any Member (the "Electing Member") shall have the right to require the other Member(s) (the "Determining Member(s)") to, at the option of the Determining Member(s) either (i) purchase ("Purchase") all of the Electing Member's Company Interest, or (ii) sell ("Sell") all of the Determining Members' Company Interest(s) to the Electing Member. During the pendency of the buy-sell process under this Article 10, the Company shall not take any action which would substantially alter the Company Value without the written approval of the Electing Member and Determining Member.

10.2.1 Election.

10.2.1.1 The Electing Member shall exercise his right pursuant to this Section 10.2 by written notice ("Election Notice") delivered to the Determining Member(s) which shall set forth the amount determined by the Electing Member in his sole discretion to be the value of the Company net of debts and liabilities of the Company (the "Company Value"). The Electing Member shall also set forth in the Election Notice the proposed terms of purchase of the Company Interest, which terms of purchase shall be applicable to the sale by either the Electing Member or the Determining Member(s).

10.2.1.2 Within thirty (30) days after receipt of the Election Notice by the Determining Member(s), each Determining Member shall notify the Electing Member in writing ("Sale Notice") of his determination to either Purchase or Sell. If two or more Determining Members determine to Purchase, then, unless the purchasing Determining Members agree otherwise, the Electing Member's Company Interest will be allocated among the Determining Members according to the ratio that the Sharing Percentages of the Determining Members bear to one another. If one or more Determining Members elect to Purchase and one or more of the Determining Members elects to Sell, then each Determining Member who elects to Purchase may do so only if that Determining Member, within seven (7) days after the due date of the Sale Notice, notifies the other Determining Members in writing ("Second Notice") of that Determining Member's election to Purchase not only the Electing Member's Company Interest, but also the Company Interest of each Determining Member electing to Sell for the amount that the selling Determining Member would be entitled to receive under this Section 10.2 had that Determining Member elected in his Sale Notice to Sell. If a Determining Member fails to timely deliver either a Sales Notice or Second Notice, then the Determining Member shall be deemed to have elected to Sell.

10.2.2 Purchase Price. The purchase price for the Company Interest of the Electing Member, and the Determining Member(s) (if applicable), who sell(s) his Company Interests hereunder, shall be the amount that such Member would receive pursuant to the terms of this Agreement if the assets of the Company had been sold at the Company Value and the proceeds of the sale distributed to the Members in accordance with the liquidation provisions in Section 4.2.

10.2.3 Terms of Purchase. Within thirty (30) days after the receipt by the Electing Member of the Sale Notice, the purchasing Member shall comply with the purchase terms set forth in the Election Notice and the selling Member shall transfer and assign all of his Company Interest in the Company in accordance with the Election Notice or Second Notice (if applicable). The date and place of the sale and purchase shall be designated by the Electing Member in the Election Notice; provided, however, that such date shall be no later than sixty (60) days after the Election Notice, or Second Notice (if applicable,) has been delivered to the Determining Member(s).

10.2.4 Failure to Respond. In the event that the Determining Member(s) shall fail to deliver the Sale Notice or Second Notice within the applicable time frame required above, then the Determining Member(s) shall be deemed to have elected and agreed to sell his/their Company Interest(s).

10.2.5 Assumption of Company Obligations. In the event any Member exercises the right to Purchase the other Members' Company Interest(s) pursuant to this Section 10.2, the purchasing Member(s) shall assume all of the selling Member's remaining obligations with respect to the Company, including, without limitation, the obligation to make additional Capital Contributions to the Company, if required, pursuant to Article 3. In addition, in the event any Member is a selling Member under this Section 10.2, the purchasing Member shall pay off all loans from the selling Member to the Company concurrent with a Purchase under this Section 10.2. In addition, the purchasing Member(s) shall use commercially reasonable efforts to obtain the release by any creditor of any personal guarantees of loans to the Company by the selling Member(s).

11. GENERAL PROVISIONS

11.1 Notices. All notices required to be given hereunder shall be in writing and shall be addressed to the Members at the addresses set forth on Exhibit A and to the Company at the address set forth or in Section 1.5, or as any party may subsequently designate by written notice to the others. All notices shall be delivered by facsimile, recognized overnight delivery service or hand-delivery and shall be deemed effective upon: (i) deposit with a recognized overnight delivery service; (ii) upon receipt by hand-delivery; or (iii) the successful transmission of a facsimile, provided that a conforming copy is concurrently deposited for delivery via U.S. Mail.

11.2 Integration. This Agreement embodies the entire agreement and understanding among the Members and supersedes all prior agreements and understandings, if any, among and between the Members relating to the subject matter hereof.

11.3 Applicable Law; Venue. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the law of the State of Colorado, without giving effect to any conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for the City and County of Denver, Colorado, except as expressly provided to the contrary in Section 10.1 above.

11.4 Counterparts; Copies of Signatures. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Copies of signatures shall be accepted and binding as originals.

11.5 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

11.6 Inurement. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, executors, administrators, successors and assigns.

11.7 Headnotes. Headnotes are used merely for reference purposes and do not affect context in any manner.

11.8 Gender. Wherever applicable, the pronouns designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural.

11.9 Exhibits. Exhibits referred to in this Agreement are incorporated by reference into this Agreement.

11.10 Attorneys' Fees. Should any action be brought in connection with this Agreement, including, without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Paragraph 11.10 shall survive the expiration or the termination of this Agreement. This Section 11.10 shall not apply to expenses incurred in mediation.

11.11 Waiver of Partition. [Intentionally Deleted].

11.12 Additional Documents. Each Member agrees to execute with acknowledgment, if required, any and all documents and writings which may be necessary or expedient in the confirmation of this Company and the achievement of its purposes; however, such document shall neither create greater obligation of the Members nor change their Company Interests unless such is in accordance with the express terms of this Agreement or the operation of its provisions.

11.13 Amendments. This Agreement is subject to amendment only by the written consent of all the Members and such amendment shall be effective as of the date the amendment is executed by the Members or such other date as all the Members shall choose. Such amendment shall be binding upon and inure to the benefit of all Members.

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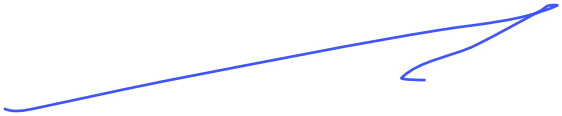
11.14 Legal Counsel. Each Member covenants, represents and warrants that this Agreement was drafted by legal counsel for the Company, and: (a) Counsel does not represent their individual interest; (b) Each Member was advised that conflicts of interests exit among the personal interests of the Members, and the Company; (c) each Member was advised to consult with its own independent counsel concerning this Agreement; and (d) each Member had the opportunity to engage independent legal counsel concerning this Agreement.

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement as of the day and year first above written.

MEMBERS:

Joel Levy



Michael McAtee

EXHIBIT A
TO OPERATING AGREEMENT

Members, Sharing Percentages and Initial Capital Contributions

Member	Sharing Percentages	Approximate Initial Capital Contribution
Joel Levy 2830 Hanover Street Denver, Colorado 80238 Fax No. (877) 332-3751	50%	$200,000.00
Michael McAtee 5233 S Ironton Way Englewood CO 80111 Fax No. (303) 309-0108	50%	$200,000.00

OPERATING AGREEMENT OF
SPARKLES CAR WASH II LLC
A COLORADO LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") of **SPARKLES CAR WASH II LLC**, a Colorado limited liability company (the "Company"), is adopted effective as of the 2nd day of October, 2019, by the Persons listed on **Exhibit A** (individually "Member" and collectively "Members").

RECITALS:

A. The Members have determined to own and operate a car wash on real property located at 3760 Jason St and 3759 Inca Street, Denver, Colorado ("Property") pursuant to the laws of the State of Colorado and local city and county jurisdictions therein, and/or to redevelop said Property, so as to provide the Members hereinafter described with the protections afforded them by the Act, defined in Article 2. In all other respects, however, it is the intention of the Members that the Company shall be treated as a partnership for income tax purposes.

B. The Members have entered into this Agreement to memorialize their relationship with one another and with the Company with respect to the activities thereof.

1. FORMATION OF LIMITED LIABILITY COMPANY

1.1 Articles of Organization. The Company has been organized as a Colorado limited liability company by the filing of the Articles of Organization under and pursuant to the Act. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights and liabilities of any Member are different, by reason of any provision of this Agreement, than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. The Members may also file such other documents or applications to do business in such other states or jurisdictions, as may be determined by the Members.

1.2 Name. The name of the Company is Sparkles Car Wash II LLC, a Colorado limited liability company and all Company business shall be conducted in that name.

Purpose. The purpose of the Company shall be to own and operate a car wash on the Property referenced above pursuant to the laws of the State of Colorado and local city and county jurisdictions therein, and/or to redevelop said Property. The Company shall have the authority to do all things reasonably necessary, convenient, or expedient towards carrying out the purpose of the Company, including but not limited to, the right to enter into and execute contracts, leases, and any and all other instruments and agreements appropriate to the prudent and proper operations of the Company. The Company may also engage in any other business permitted under the Act.

1.3 Registered Agent. The Company shall appoint and continuously maintain in the State of Colorado a registered agent for the service of process. Until further action of the Members, the

registered agent for the Company shall be Joel Levy, whose business address is 2790 Josephine St., Unit 100, Denver, CO 80205.

1.4 Principal Place of Business. The location of the principal place of business of the Company shall be is either at the Property or at 2790 Josephine St #100, Denver, CO 80205, and the records of the Company required by the Act to be maintained shall be maintained at that location. The Company may maintain other places of business as the Managing Members may designate from time to time.

1.5 Term. The Company commenced at the time the Articles of Organization were filed with the Secretary of State and shall continue in existence until terminated in accordance with the Act or this Agreement.

1.6 Title to Property. Title to any real and all personal property acquired by the Company shall be acquired, held, and conveyed in the name of the Company, unless the Members otherwise agree.

2. CERTAIN DEFINITIONS

Defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified below. Certain additional defined terms are set forth elsewhere in this Agreement. Unless the context requires otherwise, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa. "Article" and "Section" references are references to the Articles and Sections of this Agreement.

"Act" means the Colorado Limited Liability Act, as amended (Title 7, Article 80, Colorado Revised Statutes).

"Affiliate" means, when used with reference to a specific Person, (a) any Person who, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person, (b) any Person that is an officer, director, manager, trustee or beneficiary of or partner in, or serves in a similar capacity with respect to, the specified Person or of which the specified Person serves in a similar capacity, and (c) any Person that, directly or indirectly, is the beneficial owner of 50% or more of any class of equity securities of, partnership or membership interests in or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person is directly or indirectly the owner of 50% or more of any class of equity securities, membership or partnership interests, or in which the specified Person has a substantial beneficial interest. For purposes herein, control means ownership of fifty percent (50%) or more of any class of equity securities, membership or partnership interests.

"Agreement" means this Operating Agreement (including all Exhibits hereto), as it may be amended, supplemented, or restated from time to time.

"Assign" or "Assignment" means, with respect to any Company Interest or any part thereof, to sell, assign, transfer, give, pledge, encumber, hypothecate, or otherwise dispose of, whether voluntarily or by operation of law.

"Assignee" means a Person to whom an interest in any Company Interest has been assigned in a manner permitted under this Agreement.

"Assignee" means a Person to whom an interest in any Company Interest has been assigned in a manner permitted under this Agreement.

"Bankruptcy" or "Bankrupt" as to any Person means the filing of a petition for relief as to any such Person as debtor or bankrupt under the Bankruptcy Code or like provision of law (except if such petition is contested by such Person and has been dismissed within one hundred twenty (120) days); insolvency of such Person which is finally determined by a court proceeding; filing by such Person of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; or commencement of any proceedings relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt, or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates his approval of such proceeding, consents thereby or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within sixty (60) days.

"Capital Account" means the capital account maintained for each Member pursuant to Section 3.4 of this Agreement.

"Capital Contribution" means any cash or property (valued, for this purpose, at its fair market value on the date of contribution) contributed to the Company by a Member.

"Cash Flow" means, for any period, all cash receipts of the Company including, without limitation, financing proceeds, during such period (other than Capital Contributions), (a) reduced by the sum of the following items, to the extent such items are paid from receipts from such period (other than Capital Contributions); (i) all principal and interest payments (or prepayments) on any Company indebtedness during such period, (ii) all cash expenditures paid or incurred by the Company during such period, (iii) all additions to the Reserves for the Company during such period, and (iv) all payments made for operation, maintenance, repair and replacement of Company property during such period; and (b) increased by all reductions in Reserves during such period.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Company Interest" means the interest of a Member in the Company, whether held by such Member or an immediate or subsequent Assignee thereof, including, without limitation, such Member's right (a) to a share of Company allocations and distributions in accordance with the Sharing Percentages, (b) to vote, consent, or withhold consent with respect to any Company matters, (c) to participate in the management of the business and affairs of the Company in accordance with this Agreement, and (d) all other rights under this Agreement or under the Act.

"Fiscal Year" means the Company's annual accounting period established pursuant to Section 5.6 below.

"IRS" means the Internal Revenue Service.

"Majority of Sharing Percentages" means those Members holding in the aggregate more than (and not merely equal to) 50% of the Sharing Percentages.

"Managing Members" means Joel Levy and Michael McAtee.

"Members" means, individually or collectively, the Persons described on Exhibit A and any other Persons admitted as Members with the consent of the Members in accordance with this Agreement.

"Person" means an individual or an entity.

"Prime Rate" means the prime rate published from time to time in the Wall Street Journal, or if such publication is not in existence, a similar national business-oriented newspaper or publication.

"Profit" or "Loss" means the profits and losses of the Company determined in accordance with the Code.

"Property" means any real and all personal property owned by the Company.

"Reserves" means reasonable amounts, as determined by the Members, allocated from time to time to reserves maintained for working capital of the Company, other present or future capital needs of the Company and contingencies.

"Sharing Percentages," means those percentages for each of the Members as set forth in **Exhibit A**.

"Treasury Regulations" or "Treas. Reg." means the income tax regulations issued (as Temporary or Proposed regulations, if so designated) under the Code and in effect, as amended, supplemented or modified from time to time.

3. MEMBERSHIP AND CAPITAL CONTRIBUTIONS

3.1 Members. The Members of the Company and their respective business addresses to which notices shall be provided are set forth on Exhibit A.

3.2 Percentage Interests. The Members' interests in the Company shall be represented by the Sharing Percentages held by each Member as provided for in Exhibit A. Except as otherwise expressly provided in this Agreement, the Sharing Percentage of a Member may not be reduced without such Member's written consent.

3.3 Initial Capital Contributions. The Members shall initially contribute those amounts set forth in Exhibit A.

3.4 Capital Accounts. A separate Capital Account shall be maintained for each Member. The Capital Accounts shall be maintained in accordance with Code Section 704(b) and the Treasury Regulations. Except as otherwise expressly provided for herein, no Member shall be entitled to receive interest on his respective Capital Account balance, but nothing herein shall prevent or prohibit the accrual and payment of interest by or among Members of the Company to Members or third parties for loans.

3.5 Additional Capital Contributions. After contribution of the Initial Capital Contributions described in Section 3.3 above, no Member shall be required to make any additional Capital

Contributions to the Company without that Member's consent, except as expressly provided in this Section 3.5. If the Managing Members unanimously determine that additional capital is needed for the operation of the Company or operation, acquisition, maintenance, governmental approvals, construction, sale, or use of its Property, including, without limitation, payments of costs and expenses related to financing, taxes, insurance and other items incident to the ownership of such property, each Member shall be obligated to contribute all additional Capital Contributions necessary to meet such needs within fifteen (15) days after delivery of written notice by the Managing Member to the Members that additional Capital Contributions are required.

3.6 Failure to Make Capital Contributions. The Members shall be obligated to make their Initial Capital Contributions and additional Capital Contributions required by Sections 3.3 and 3.5 as and when required pursuant to this Agreement. Upon the failure of a Member ("Defaulting Member") to make any additional Capital Contribution when due as required under Section 3.5 above, any other Member or Members (each a "Non-Defaulting Member") may, as the Non-Defaulting Members' and the Company's sole and exclusive remedy for the failure of the Defaulting Member to make any additional Capital Contributions, contribute the additional Capital Contribution to the Company that the Defaulting Member failed to contribute (the additional Capital Contribution made by the Non-Defaulting Member shall be referred to herein as "Substitute Contribution"), and upon exercise of this right, the Defaulting Member's Sharing Percentage shall be decreased, and the Sharing Percentage of the Non-Defaulting Members who made the contributions on behalf of the Defaulting Member shall be increased, by the percentage equal to the quotient determined by dividing (a) one and one-quarter (1.25) multiplied by the amount of the additional Capital Contribution the Defaulting Member failed to make, by (b) all additional Capital Contributions made by all Members, including all Substitute Contributions made by Non-Defaulting Members in accordance with this Section. If more than one Member elects to contribute additional Capital Contributions to the Company that the Defaulting Member failed to contribute, then the Substitute Contributions of the electing Non-Defaulting Members shall be made pro-rata in accordance with their respective Sharing Percentages.

3.7 Return of Capital. Except as expressly provided in this Agreement, no time has been agreed upon for the return of the Member's Capital Contributions. No Member has the right to demand and receive property other than cash in return for his Capital Contribution.

3.8 Organizational Costs. The Company shall reimburse to the Members the reasonable costs incurred in connection with the formation of the Company, including attorney fees. Hereafter, attorney fees and the fees of other consultants and professionals incurred by or on behalf of the Company shall be a Company obligation, provided that the expenditures are approved in accordance with this Agreement.

4. DISTRIBUTIONS

4.1 Discretionary Distributions. Subject to Section 4.2 below, all Cash Flow of the Company which the Managing Members unanimously determine is not needed for the payment of existing and anticipated Company obligations and expenditures shall be distributed to the Members, as set forth below, at such time and in such amount as may be unanimously determined by the Managing Members. All distributions shall be made as follows:

4.1.1 To each Non-Defaulting Member, *pari passu*, until such time as all Non-Defaulting Members have been repaid all Substitute Contributions;

4.1.2 To each Member in an amount equal to (a) the amount of the Company's federal taxable income allocated to such Member for the year of such distribution or any prior fiscal years multiplied by (b) the highest combined federal and state income tax rate to which the Member is subject with respect to the fiscal year in question;

4.1.3 To each Member, *pari passu*, until all Members are repaid their Capital Contributions; and

4.1.4 To the Members in accordance with their respective Sharing Percentages.

4.2 Liquidation Distributions. In the event of liquidation of the Company, distributions shall be made in cash unless otherwise agreed by a Majority of Sharing Percentages. In the event that any distribution is made in kind, it shall be treated as if the assets had been sold by the Company at the time of such distribution for an amount equal to its then fair market value. For Capital Account purposes only, any gain or loss (on such deemed sale), which would have been recognized by the Company on such sale, shall be allocated to the Members in accordance with Article 5. Such property shall then be distributed to the Members and the Company shall be credited with making a distribution in cash equal to the fair market value of such property (net of liabilities secured thereby or taken subject to). All distributions to Members on the liquidation of the Company shall be distributed in accordance with the Members' positive Capital Account balances. For the purposes hereof, "fair market value" shall be determined by unanimous agreement of the Members or, failing that, an appraiser qualified in real estate evaluations appointed by the Members. If the Members cannot agree on an appraiser, each shall appoint an appraiser and the fair market value shall be the average of the fair market values returned. Each Member shall pay the cost of the appraiser appointed by such Member. No Member shall be liable to the Company or to other Members for a deficit balance in his Capital Account following liquidation.

5. ALLOCATIONS AND ACCOUNTING

5.1 Profits and Losses; Cash Available for Distributions.

5.1.1 Profits and Losses. All Loss of the Company shall first be charged in proportion to the positive Capital Accounts of the Members until they are reduced to zero, and thereafter in accordance with the Members' respective Sharing Percentages. Subject to those distributions under 5.1.2 below, all Profits shall be credited first to recover, and in proportion to, any Loss previously charged to the Members in accordance with Sharing Percentages, then to recover, and in proportion to, any Loss previously charged to the Members in reduction of their positive Capital Account balances as aforesaid, and last in accordance with the Members' Sharing Percentages.

Cash Available for Distributions. Cash proceeds, if any, from the sale, refinancing, liquidation or other dispositions of Company Property, reduced by the sum of any allowances or reserves for contingencies and adequate provisions for payment of all outstanding current obligations of the Company (including, without limitation,

repayment of any loans made by any Member), shall be distributed to the Members in accordance with their respective Sharing Percentages.

5.2 Regulatory and Special Allocations. The following regulatory and special allocation rules are applicable to the Company because it is intended that the Company be taxed as a partnership for income tax purposes.

5.2.1 Any item of Company loss or deduction that is attributable to "nonrecourse debt," other than "partner nonrecourse debt," shall be allocated to Members in accordance with the Sharing Percentages. Any item of Company loss, deduction, or Code § 705(a)(2)(B) expenditure that is attributable (within the meaning of Regulation § 1.704-2(b)(4)) to a "partner nonrecourse debt" shall be allocated solely to the Member who bears the economic risk of loss for such debt. The foregoing is intended to comply with the "partner nonrecourse debt" allocation rules of Regulation § 1.704-2(b), and shall be interpreted consistently therewith.

5.2.2 If there is a net decrease in "partnership minimum gain" or in the "minimum gain attributable to partner nonrecourse debt" (both as defined in Regulation § 1.704-2(d)) during any Company taxable year, items of Company income and gain for such taxable year (and, if necessary, subsequent taxable years) shall be allocated to the Members in the amount and manner described in Regulation § 1.704-2(b)(2). The foregoing is intended to be a "minimum gain chargeback" provision as described in Regulation § 1.704-2(b) and shall be interpreted consistently therewith.

5.2.3 A loss allocation shall not exceed the maximum amount of loss that can be allocated without causing or increasing a deficit balance in a Member's Capital Account as of the end of a Fiscal Year. Excess loss shall be allocated to other Members pro rata in proportion to, and to the extent of their positive Capital Account balances. If any such excess loss is allocated for any taxable year to any Members, such Members shall be allocated a pro rata amount of items of Company income and gain for the next succeeding taxable year (and, if necessary, subsequent taxable years) to the extent necessary to offset, as quickly as possible, the allocation of excess loss under this Section 5.2.3.

5.2.4 If, notwithstanding the above, any Member has a Capital Account deficit balance as of the end of any Company taxable year, determined after the application of Section 5.2.3 but before the application of any other provision of this Article 5, then a pro rata amount of items of Company income and gain for such taxable year (and, if necessary subsequent taxable years) shall be allocated to all such Members pro rata in proportion to, and to the extent of, such Capital Account deficits. If any items of Company income or gain are allocated under this Section 5.2.4 for any taxable year to any Members, such Members shall be allocated a pro rata amount of items of Company deduction and loss for the next succeeding taxable year (and, if necessary, subsequent taxable years) to the extent necessary to offset, as quickly as possible, the allocations under this Section 5.2.4. This Section 5.2.4 is intended to be a "qualified income offset" provision as described in Regulation § 1.704-1(b)(2) and shall be interpreted consistently therewith.

5.2.5 In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), which causes such Member to have a deficit Capital Account at the end of any Company Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated

to restore under the terms of the Operating Agreement, and (ii) the amount of the Member's share of minimum gain determined pursuant to Reg. § 1.704-1(b)(iv)(f), which is treated as the amount such Member is obligated to restore, then items of Company income and gain shall be specially allocated to such Members in an amount and manner sufficient to eliminate the deficit balances in their Capital Accounts created by such adjustments, allocations, or distributions as quickly as possible.

5.3 Special Tax Allocations.

5.3.1 Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members in accordance with the Sharing Percentages.

5.3.2 Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the Company shall be allocated to the Members in accordance with Code § 704(c).

5.3.3 If the Members unanimously determine, after consultation with legal counsel or the certified public accountant for the Company, that the allocation of any item of Company income, gain, loss, deduction, or credit is not specified in this Article 5 (an "unallocated item"), or that the allocation of any item of Company income, gain, loss, deduction, or credit hereunder is clearly inconsistent with the Members' economic interests in the Company (a "misallocated item"), then the Members may unanimously allocate such unallocated items, or reallocate such misallocated items, to reflect such economic interests. No allocation of an unallocated item or reallocation of a misallocated item pursuant to the preceding sentence shall require an amendment to this Agreement.

5.3.4 For purposes of Treasury Regulation § 1.752-3(a) (relating to the sharing of partnership "nonrecourse liabilities" among partners for basis purposes), the percentage interests in Company profits shall be the Sharing Percentages.

5.4 Accounting, Tax Reports and Professionals.

5.4.1 The Company accounting records shall be maintained at the principal place of business of the Company, and each Member shall at all times have access thereto. The Company shall keep its accounting records and shall report its income for income tax purposes on the method of accounting selected by the accountants normally servicing the books and records of the Company with the approval of the Members. The Fiscal Year of the Company shall be the calendar year. An annual accounting in writing (which may consist of the Company's tax return) shall be made to each Member no later than the first day of the fourth calendar month following each Fiscal Year and K-1 forms shall be provided to all Members by the first day of the third calendar month following each Fiscal Year.

5.4.2 The Members shall cause to be prepared all income tax returns and reports required to be filed with the Internal Revenue Service, the Colorado Department of Revenue, and any other applicable government authorities.

5.4.3 Within ninety days after the end of each Fiscal Year, the Tax Matters Partner shall prepare, or cause to be prepared, an annual report including (i) balance sheet of the Company as of the end of such year and statements of operations and changes in Members' Capital Accounts; and (ii) a report of the activities of the Company during the period covered by the annual report.

The annual report shall set forth distributions to the Members for the period covered thereby and the amount of such distributions released from Reserves established in a prior period.

5.4.4 The Company shall engage the services of a certified public accountant as determined by the Tax Matters Partner. All expenses incurred in the creation of this Company and such additional services required by the Company not only from said professionals, but also from other experts and advisors, shall be a Company obligation and expense. If any Member incurs such expense, the Company shall reimburse the Member for such expense.

5.5 Bank Accounts. Except as otherwise provided in this Agreement, the bank accounts of the Company shall be maintained in such banking institutions as the Managing Members shall unanimously determine. The funds of the Company shall not be commingled with the funds of any other Person.

5.6 Fiscal Year. The Fiscal Year of the Company for tax and accounting purposes shall be the calendar year.

5.7 Transfer of Interest. If an interest in the Company is transferred during a calendar year, all items of income, gain, loss, deduction and credit allocated pursuant to this Article 5 shall be allocated between the transferor and the transferee as of the last day of the month in which the transfer occurred. Items of Company gain or loss earned or incurred on the sale, exchange or other disposition of any Company asset shall be allocated to the Member owning the Company Interest at the time of the closing of said sale, exchange or other disposition of such Company asset.

5.8 Booking-Up. The Capital Accounts of the Members shall be increased or decreased to reflect the revaluation of the Property (including, without limitation, intangible assets such as goodwill) on the Company's books in connection with a Revaluation Event, as defined below. On such revaluation: (1) the book value of the Property shall be adjusted based on the fair market value of the Property (taking Code § 7701(g) into account) on the date of the Revaluation Event; and (2) the unrealized income, gain, loss, or deduction inherent in such Property (that has not been previously reflected in the Capital Accounts) shall be allocated among the Members as if there were a taxable disposition of such Property for such fair market value on the date of the Revaluation Event. "Revaluation Event" means: (1) the acquisition of an interest in the Company by a new or existing Member or Assignee in exchange for more than a *de minimis* capital contribution; (2) the liquidation of the Company or a distribution by the Company to a Member or Assignee of more than a *de minimis* amount of Property as consideration for an interest in the Company; (3) the grant of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a capacity as a Member, or by a new Member acting in a capacity as a Member or in anticipation of being a Member; or (4) as may otherwise be permitted by Treasury Regulation §1.704-1(b)(2)(iv)(f). Subsequent allocations of profits and losses with respect to such Property shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its fair market value in the same manner as under Code §1.704(c), using any method described in Treasury Regulation §1.704-3 as determined by the Tax Matters Partner. The foregoing adjustments shall be made only if they are necessary or appropriate to reflect the relative economic interests of the Members and Assignees, as applicable, and the Company.

6. MANAGEMENT/DECISIONS/MEMBERS

6.1 Management by Members. The Company shall be managed by the Managing Members. The initial Managing Members shall be Joel Levy and Michael McAtee. Subject to Sections 6.2 and 6.3 below, the Managing Members may each exercise management and control of the business of the Company. The role of Managing Member shall not pass to any Assignee of that Managing Member; and any succeeding or additional Managing Member shall only assume that role if agreed by all of the other remaining Members; and only fully vested, approved Members in good standing from time to time (that is, not in default) may vote as Members or participate in the management of the business and affairs of the Company ("Membership Rights").

6.2 General Authority. The Managing Members shall have no power to cause the Company to do any act outside the purpose of the Company as forth in Section 1.3 hereof. Subject to the foregoing limitation and all other limitations in this Operating Agreement, each Managing Member individually shall have full, complete, and exclusive power to manage and control the Company, and shall have the full authority to take any action it deems to be necessary, convenient, or advisable in connection with the management of the Company, including, but not limited to, the power and authority to contract or act on behalf of the Company.

6.3 Members' Consent. In addition to other rights granted to the Members under this Agreement, unless this Agreement requires a higher percentage, approval of a Majority of Sharing Percentages shall be required to approve the following events or transactions:

6.3.1 Affiliates. Any transactions, contracts, or agreements between the Company and a Member, or an Affiliate of a Member, in which the consideration exceeds that which would be paid to an unrelated third party in a similar transaction;

6.3.2 Obligations. Any indebtedness to be incurred by the Company, whether recourse or non-recourse, in excess of ordinary trade payables;

6.3.3 Sale of Assets. Any sale, transfer, exchange, or disposition of all or substantially all of the assets of the Company;

6.3.4 Judgments. Stipulate to a judgment against the Company;

6.3.5 Notes. Bind or obligate the Company as a party, principal, accommodation party or surety or on any note, mortgage, or deed of trust;

6.3.6 Acquisitions and Sales. Bind or obligate the Company to acquire or sell any real property;

6.3.7 Any action or contract which results in an expenditure or indebtedness in excess of $500 ;

6.3.8 New Business. Determine to enter a new business or otherwise undertake any other material matter not permitted under Section 1.3; or

6.3.9 Amendment to Entity Documents. Enter into any new or amendments to any operating agreement, bylaws, shareholder agreements, or other agreements related to any entity in which the Company has an ownership interest.

6.4 No Further Authorization. All decisions made for and on behalf of the Company by a Managing Member, pursuant to the authority granted in this Agreement and in the Act, shall be binding upon the Company. No Person dealing with a Managing Member shall be required to determine his authority to make any undertaking on behalf of the Company or to determine any facts or circumstances bearing upon the existence of such authority. Further, a Managing Member shall have authority to execute such documents for and on behalf of the Company as shall be specifically authorized by a resolution signed by all of the Members.

6.5 No Compensation. A Managing Member shall devote such time to the Company business as may be necessary to carry on and conduct such business for the greatest advantage of the Company, for which services the Managing Members shall not be compensated, except as otherwise provided in this Agreement.

6.6 Expenses. Except as otherwise set forth herein, all of the Company's expenses shall be billed directly to and paid by the Company. The Company shall reimburse the Members and their Affiliates for the cost to the Members and their Affiliates of any expenses directly related to the Company.

6.7 Indemnity. No Managing Member or Member performing services on behalf of the Company (hereinafter collectively referred to as "Indemnitees") shall have any liability, responsibility, or accountability in damages or otherwise to any other Member or the Company for any loss suffered by the Company which arises out of any act or omission performed or omitted by such Indemnitee in good faith and in a manner reasonably believed to be within the scope of the authority granted to it by this Agreement or the Act and in the best interest of the Company, provided that such act or omission did not constitute fraud, gross negligence, or willful misconduct by such Indemnitee. Each Indemnitee shall be indemnified by the Company, and the Company hereby agrees to indemnify, protect, and hold harmless each Indemnitee (on the demand of and to the satisfaction of such Indemnitee) from and against any and all liabilities, obligations, losses, damages, actions, judgments, suits, proceedings, costs, expenses, and disbursements of any kind or nature, all reasonable legal fees, costs and expenses of defense, appeal, and settlement of any and all suits, actions, or proceedings instituted against such Indemnitee or the Company and all costs of investigation in connection therewith provided that the same were not the result of a final adjudication of fraud, gross negligence or willful misconduct by such Indemnitee (collectively, "Liabilities"), that may be imposed on, incurred by, or asserted against an Indemnity or the Company. Notwithstanding the foregoing, each Indemnitee shall be liable, responsible and accountable, and the Company shall not be liable to any such Indemnitee, for any portion of such Liabilities that resulted from such Indemnitee's own fraud, gross negligence, or willful misconduct. If any action, suit, or proceeding shall be pending against the Company or an Indemnitee relating to or arising, or alleged to relate to or arise, out of any action or inaction of the Company or an Indemnitee, the Company shall have the right to employ, at the expense of the Company, separate counsel of its choice in such action, suit, or proceeding. The satisfaction of the obligations of the Company under this Section 6.8 shall be from and limited to the assets of the Company, and no Member shall have any liability on account thereof. The foregoing notwithstanding, all Members shall be entitled to the fullest amount of indemnification under the Act.

6.8 Restriction on Third Party Liabilities. No Member, in his capacity as Member, shall have the power to incur any indebtedness or other liability on behalf of the Company or any other Member.

6.9 Time Devoted to Business. The Managing Members shall devote such time to the business of the Company, as the Managing Members, in their discretion shall deem necessary for the efficient conduct of the Company business. The Members and their respective related entities and Affiliates shall at all times be free to engage in good faith in all aspects of real estate and other business for their own account, including, without limitation, endeavors which may compete with the business of the Company or any of its Members, and without any obligation to include the Company or the other Member in any such activity. Any claims based on a conflict of interest presented to a Member or the Company by virtue of the foregoing circumstances are expressly waived.

6.10 Insurance. At all times that commercial general liability insurance shall be kept in place insuring the Company in such amounts, form and terms, as the Members agree in advance to apply to Company business.

6.11 Meetings of Members.

6.11.1 Annual Meetings. It is not anticipated that any annual meetings of the Members will be held. If any Member desires to hold a meeting, they shall have the right to do so at any time as provided in Section 6.11.2 below.

6.11.2 Special Meetings. Special meetings of the Members may be called by any Member.

6.11.3 Vote Required. Unless this Agreement or the Act requires a different percentage, a Majority of Sharing Percentages must approve a matter brought before the Members at any meeting of the Members which by the terms of this Agreement requires such approval.

6.11.4 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

6.11.5 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, and signed by all required Members. Any action taken under this Section 6.0.5 shall be effective when all required Members have signed the consent, unless the consent specifies a different effective date.

6.11.6 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the other Members before or at the time of the meeting.

6.11.7 Telecommunication Meeting. Any meeting required to be held under the provisions of this Agreement or the Act may be held by means of a telephone conference or other communication or media or equipment so long as all Members and their representatives participating in the meeting can hear or communicate with each other at the same time. Participation by Members in such a meeting shall constitute presence at the meeting.

6.12 Rights and Obligations of Members.

6.12.1 Limited Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act or other applicable law. No Member shall be personally liable for any debts, liabilities or losses of the Company.

6.13 Tax Matters Partner. Joel Levy is hereby designated as the Tax Matters Partner for purposes of Code § 6231.

7. TRANSFER OF COMPANY INTERESTS

7.1 No Transfers. Except with the prior, written consent of the Majority of Sharing Percentages, or as described in Sections 7.2 below, no Member shall sell, transfer, assign, pledge or otherwise encumber, voluntarily or involuntarily, including, by way illustration only and not of limitation, a transfer or assignment in or as a result of death, bankruptcy, charging order, entity dissolution, marital divorce or dissolution proceedings or settlement, any portion of such Member's Company Interest or the right of such Member to profits of the Company or any other asset of the Company. Any sale, transfer, assignment or pledge by a Member or the encumbrance of a Member's Company Interest in violation of this Agreement shall be void as against the Company and the other Members. In the event of any transfer of a Company Interest notwithstanding the provision of this Section 7.1, the transferee shall not be a Member or exercise any Membership Rights or be a Managing Member. The transferee shall be entitled to receive, to the extent transferred, only the distributions to which the transferor would be entitled. The transferee shall be admitted as a Member only upon the unanimous consent of the Members, and thereafter be deemed a Member with a full Company Interest ("Substituted Member"). A Substituted Member is a person who has been admitted with a full Company Interest as a Member, or who has been assigned a Company Interest with the approval of each and every Member of the Company by unanimous written consent. The Substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of his assignor; except that the substitution of the assignee does not release the assignor from liability to the Company under C.R.S. § 7-80-502 or this Operating Agreement.

7.2 Death, Disability, Insolvency, Bankruptcy, or Dissolution of a Member.

7.2.1 Conversion to Assignee Status. The death, legal incompetency, insolvency, bankruptcy or dissolution of a Member (each a "Conversion Event") shall not cause a dissolution of the Company. Upon a Conversion Event, the Company Interest of the successors of a Member causing a Conversion Event shall be automatically converted as of the date of death, legal incompetency, insolvency, bankruptcy, or dissolution, or as the case may be, to the status of an Assignee of the Member's share of the Profits and Losses of, and the right to receive distributions from, the Company in accordance with the terms of this Agreement ("Company Rights"), with the same Capital Account of the deceased, legally incompetent, insolvent, bankrupt or dissolved Member. For purposes of this Agreement, a Member shall be considered legally incompetent if it is judicially determined that the Member is under a legal disability by reason of incapacity, insanity or incompetency.

7.2.2 Members' Right to Purchase a Company Rights. Unless admitted as a Substituted Member, the Members shall first have the right to purchase the Company Rights held by an Assignee under Section 7.2.1, or any interest of a third party transferee in violation of this

Agreement who may be treated as an Assignee for purposes of the purchase process described below, and if more than one Member exercises such right, then the Company Interest being purchased shall be purchased by each exercising Member in accordance with their respective Sharing Percentages. This right shall be exercised by written notice from the Members delivered to the Assignee within one hundred twenty (120) days following a Conversion Event. The purchase price for the Company Rights of the Assignee (which Assignee is referred to as the "Seller") shall be the amount which would have been distributed to such Seller had all the Company's assets been sold for their then fair market value and debts and expenses of the Company discharged. In determining fair market value, the Seller and the Company (or other Members, as appropriate, here collectively referred to as "Purchaser") shall use good faith efforts to agree in writing upon fair market value. If the Seller and Purchaser(s) cannot agree on fair market value within 30 days following a notice of intent to exercise the right to purchase, then the fair market value shall be determined by an appraiser. If the Seller and Purchaser(s) cannot agree upon an appraiser, then Seller and Purchaser(s) shall each appoint an appraiser, and the appointed appraisers shall select a third appraiser, which third appraiser shall determine the fair market value. All appraisers shall have at least five years experience appraising property of the type owned by the Company in the metropolitan area in which such property is located. Seller on the one hand and the Purchaser(s) on the other shall each pay one-half of the fees of all appraisers utilized as described in this Section. The Purchaser(s) shall have ten (10) days after receipt of the appraisal prepared in accordance with the provisions above to exercise the right to purchase. If no such notice is timely given, then such right shall be deemed waived. Notwithstanding anything in this Agreement to the contrary, if a Conversion Event is caused by the death of a Member and that Member had in effect at the time of death a life insurance policy, the proceeds of which are payable to or on behalf of the Company, then the one-hundred twenty (120) day deadline for exercise of the purchase price pursuant to this Section shall be extended, if necessary, until the date that is thirty (30) days after receipt by the Company of the insurance proceeds from such life insurance policy. The fair market value of the Company's assets determined in accordance with this Section 7.2.2 shall include said insurance proceeds.

7.2.3 Payment. The purchase price shall be payable as follows: (1) 25% in cash, or certified funds at closing; and (2) the remaining 75% evidenced by a negotiable promissory note, with quarterly payments of interest only and the principal balance due on the earlier of the date that is four years after closing or the date of a sale of all or a portion of the assets of the Property of the Company if such sale generates Cash Flow sufficient to pay said principal. The interest rate shall be the Prime Rate in effect at closing. Purchaser shall have the right to prepay at any time. The closing shall be held within 30 days after the determination of the purchase price is completed under subparagraph 7.2.2 above. At the closing, which shall be held at the principal place of business of the Company, the Seller shall deliver to the Purchaser a duly executed instrument of transfer and assignment with respect to the Seller's Company Rights, subject to no liens or encumbrances of any kind. The Purchaser shall execute security and pledge agreements for the acquired Company Rights in favor of the Seller as security for the payment of the promissory note described above.

7.3 Additional Members. Commencing with the formation of the Company, unanimous written approval of all Members, at that time, shall be required to admit additional persons or entities as full Substituted Members in this Company or as new Members either by the issuance by the Company of additional Company Interests for such consideration as the Members by their unanimous vote shall determine or as a transferee of a Member's Company Interest or any portion thereof, subject to the terms and conditions of this Agreement. Except as required by

operation of law, neither the Company nor any other Member shall be obligated for any purpose whatsoever to recognize the assignment, sale, transfer, pledge or other encumbrance by a Member of his interest in the Company unless made in accordance with the requirements of this Section 7. Any Person who is an assignee of all or a portion of a Member's Company Interest or Company Rights, but does not become a Member and desires to make a further assignment of such interest, shall be subject to all of the provisions of this Section 7 to the same extent and the same manner as if such person were the Member executing this Agreement. The new Member admitted pursuant to this Section 7.3 and an assignor of a Company Interest or Company Rights which has been approved pursuant to this Section 7 shall each, jointly and severally, reimburse the Company for all costs and fees associated with the documentation of the new Member's admission to the Company or the assignment of the Company Interest or Company Rights, as applicable.

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8. ACTIONS DURING DEFAULT

8.1 Notwithstanding anything in this Agreement or the Act to the contrary, no Member shall have any right to vote upon, approve, or take any action described in this Agreement with respect to the Company while such Member is in default of this Agreement.

9. TERMINATION AND DISSOLUTION

9.1 Dissolution. The Company shall be dissolved upon the occurrence of any one of the following events:

9.1.1 Consent. A vote of a Majority of Sharing Percentages;

9.1.2 Decree of Court. A decree of a Court having competent jurisdiction; or

9.1.3 Act. Operation of law or the Act or any other terms of this Agreement.

9.2 Dissolution Procedure.

9.2.1 Winding Up, Liquidation, and Distribution of Assets. Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company. The Members or such other representative shall:

9.2.1.1 Sell or otherwise liquidate all of the Company's assets as promptly as practicable, except to the extent the Majority of Sharing Percentages may determine to distribute any assets in kind;

9.2.1.2 Allocate any profit or loss resulting from such sale and/or liquidation to the Members' Capital Accounts in accordance with Article 5;

9.2.1.3 Discharge all liabilities of the Company, including liabilities to Members who may be creditors, to the extent otherwise permitted by law, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company in connection with the dissolution of the Company;

9.2.1.4 Distribute the remaining assets to the Members in accordance with applicable provisions of Section 4.2.

9.2.2 Deficit Balance in Capital Account. Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation § 1.704-1 (b)(2), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

9.2.3 Dissolution Documents.

9.2.3.1 As soon as possible following dissolution, the Members or an appropriate representative designated by the Members, shall execute and file a Statement of Dissolution in such form as shall be prescribed by the Colorado Secretary of State. In addition, the Members or such appropriate representative shall execute and file such documents in other jurisdictions, which may be required in connection with the dissolution of the Company.

9.2.3.2 Upon completion of the winding up, liquidation, and distribution of the assets as described in Paragraph 9.2.1 above, the Company shall be deemed terminated.

9.2.3.3 Upon the issuance of the Certificate of Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate actions as provided in the Act.

9.3 Return of Contribution. Upon dissolution, each Member shall look solely to the assets of the Company for the return of his contribution. If the Company's assets remaining after the payment or discharge of the debts or liabilities of the Company are insufficient to return the contributions of one or more Members, such Member or Members shall have no recourse against the other Member.

10. DISPUTE RESOLUTION

In the event the Members are unable to resolve any dispute concerning the operation of the Company or any issue pertaining or in any way related to this Agreement ("Dispute"), including, without limitation, any dispute which they could otherwise make the subject of a court action, the Members agree to resolve the dispute in accordance with this Article 10.

10.1 Mediation. Prior to filing litigation, requesting binding arbitration or instituting the procedures of Section 10.2 below, the Members agree to mediate any Dispute in accordance with the procedure outlined in this Section 10.1. When any Member determines that an unresolved dispute exists, such party shall give the other party(s) a written notice to mediate ("Notice to Mediate") such unresolved dispute. The mediation shall be before an independent third party. In the event the Members cannot agree upon a mediator within ten (10) days after delivery of a Notice to Mediate, then any Member may apply to a Judicial Arbiter Group office located in Denver, Colorado for the appointment of a mediator. The parties agree to enter into mediation in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by

mediation within thirty (30) days following delivery of a Notice to Mediate, a Member may take such other action as may be permitted by this Agreement or at law or in equity. The fees and costs charged by the Mediator shall be paid pro-rata by each Member based on the number of Members.

10.2 Purchase Between Members. Notwithstanding any other right or provision in this Agreement, if a dispute remains between Members after compliance with Section 10.1, any Member (the "Electing Member") shall have the right to require the other Member(s) (the "Determining Member(s)") to, at the option of the Determining Member(s) either (i) purchase ("Purchase") all of the Electing Member's Company Interest, or (ii) sell ("Sell") all of the Determining Members' Company Interest(s) to the Electing Member. During the pendency of the buy-sell process under this Article 10, the Company shall not take any action which would substantially alter the Company Value without the written approval of the Electing Member and Determining Member.

10.2.1 Election.

10.2.1.1 The Electing Member shall exercise his right pursuant to this Section 10.2 by written notice ("Election Notice") delivered to the Determining Member(s) which shall set forth the amount determined by the Electing Member in his sole discretion to be the value of the Company net of debts and liabilities of the Company (the "Company Value"). The Electing Member shall also set forth in the Election Notice the proposed terms of purchase of the Company Interest, which terms of purchase shall be applicable to the sale by either the Electing Member or the Determining Member(s).

10.2.1.2 Within thirty (30) days after receipt of the Election Notice by the Determining Member(s), each Determining Member shall notify the Electing Member in writing ("Sale Notice") of his determination to either Purchase or Sell. If two or more Determining Members determine to Purchase, then, unless the purchasing Determining Members agree otherwise, the Electing Member's Company Interest will be allocated among the Determining Members according to the ratio that the Sharing Percentages of the Determining Members bear to one another. If one or more Determining Members elect to Purchase and one or more of the Determining Members elects to Sell, then each Determining Member who elects to Purchase may do so only if that Determining Member, within seven (7) days after the due date of the Sale Notice, notifies the other Determining Members in writing ("Second Notice") of that Determining Member's election to Purchase not only the Electing Member's Company Interest, but also the Company Interest of each Determining Member electing to Sell for the amount that the selling Determining Member would be entitled to receive under this Section 10.2 had that Determining Member elected in his Sale Notice to Sell. If a Determining Member fails to timely deliver either a Sales Notice or Second Notice, then the Determining Member shall be deemed to have elected to Sell.

10.2.2 Purchase Price. The purchase price for the Company Interest of the Electing Member, and the Determining Member(s) (if applicable), who sell(s) his Company Interests hereunder, shall be the amount that such Member would receive pursuant to the terms of this Agreement if the assets of the Company had been sold at the Company Value and the proceeds of the sale distributed to the Members in accordance with the liquidation provisions in Section 4.2.

10.2.3 Terms of Purchase. Within thirty (30) days after the receipt by the Electing Member of the Sale Notice, the purchasing Member shall comply with the purchase terms set forth in the Election Notice and the selling Member shall transfer and assign all of his Company Interest in the Company in accordance with the Election Notice or Second Notice (if applicable). The date and place of the sale and purchase shall be designated by the Electing Member in the Election Notice; provided, however, that such date shall be no later than sixty (60) days after the Election Notice, or Second Notice (if applicable,) has been delivered to the Determining Member(s).

10.2.4 Failure to Respond. In the event that the Determining Member(s) shall fail to deliver the Sale Notice or Second Notice within the applicable time frame required above, then the Determining Member(s) shall be deemed to have elected and agreed to sell his/their Company Interest(s).

10.2.5 Assumption of Company Obligations. In the event any Member exercises the right to Purchase the other Members' Company Interest(s) pursuant to this Section 10.2, the purchasing Member(s) shall assume all of the selling Member's remaining obligations with respect to the Company, including, without limitation, the obligation to make additional Capital Contributions to the Company, if required, pursuant to Article 3. In addition, in the event any Member is a selling Member under this Section 10.2, the purchasing Member shall pay off all loans from the selling Member to the Company concurrent with a Purchase under this Section 10.2. In addition, the purchasing Member(s) shall use commercially reasonable efforts to obtain the release by any creditor of any personal guarantees of loans to the Company by the selling Member(s).

11. GENERAL PROVISIONS

11.1 Notices. All notices required to be given hereunder shall be in writing and shall be addressed to the Members at the addresses set forth on Exhibit A and to the Company at the address set forth or in Section 1.5, or as any party may subsequently designate by written notice to the others. All notices shall be delivered by facsimile, recognized overnight delivery service or hand-delivery and shall be deemed effective upon: (i) deposit with a recognized overnight delivery service; (ii) upon receipt by hand-delivery; or (iii) the successful transmission of a facsimile, provided that a conforming copy is concurrently deposited for delivery via U.S. Mail.

11.2 Integration. This Agreement embodies the entire agreement and understanding among the Members and supersedes all prior agreements and understandings, if any, among and between the Members relating to the subject matter hereof.

11.3 Applicable Law; Venue. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the law of the State of Colorado, without giving effect to any conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Exclusive venue for all actions arising from this Agreement shall be in the District Court in and for the City and County of Denver, Colorado, except as expressly provided to the contrary in Section 10.1 above.

11.4 Counterparts; Copies of Signatures. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Copies of signatures shall be accepted and binding as originals.

11.5 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

11.6 Inurement. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, executors, administrators, successors and assigns.

11.7 Headnotes. Headnotes are used merely for reference purposes and do not affect context in any manner.

11.8 Gender. Wherever applicable, the pronouns designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural.

11.9 Exhibits. Exhibits referred to in this Agreement are incorporated by reference into this Agreement.

11.10 Attorneys' Fees. Should any action be brought in connection with this Agreement, including, without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Paragraph 11.10 shall survive the expiration or the termination of this Agreement. This Section 11.10 shall not apply to expenses incurred in mediation.

11.11 Waiver of Partition. [Intentionally Deleted].

11.12 Additional Documents. Each Member agrees to execute with acknowledgment, if required, any and all documents and writings which may be necessary or expedient in the confirmation of this Company and the achievement of its purposes; however, such document shall neither create greater obligation of the Members nor change their Company Interests unless such is in accordance with the express terms of this Agreement or the operation of its provisions.

11.13 Amendments. This Agreement is subject to amendment only by the written consent of all the Members and such amendment shall be effective as of the date the amendment is executed by the Members or such other date as all the Members shall choose. Such amendment shall be binding upon and inure to the benefit of all Members.

[The remainder of this page is intentionally left blank.]

11.14 Legal Counsel. Each Member covenants, represents and warrants that this Agreement was drafted by legal counsel for the Company, and: (a) Counsel does not represent their individual interest; (b) Each Member was advised that conflicts of interests exit among the personal interests of the Members, and the Company; (c) each Member was advised to consult with its own independent counsel concerning this Agreement; and (d) each Member had the opportunity to engage independent legal counsel concerning this Agreement.

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement as of the day and year first above written.

MEMBERS:

Joel Levy

Michael McAtee

EXHIBIT A
TO OPERATING AGREEMENT

Members, Sharing Percentages and Initial Capital Contributions

Member	Sharing Percentages	Approximate Initial Capital Contribution
Joel Levy 2830 Hanover Street Denver, Colorado 80238 Fax No. (877) 332-3751	50%	$65,000.00
Michael McAtee 5233 S Ironton Way Englewood CO 80111 Fax No. (303) 309-0108	50%	$65,000.00

2019138285
Page: 1 of 8

10/04/2019 03:18 PM R $48.00 D $0.00
City & County of Denver DOT
Electronically Recorded

RECORDATION REQUESTED BY:
CITYWIDE BANKS
CWB - CONSTRUCTION - COMMERCIAL
6500 HAMPDEN AVE
SUITE 101
DENVER, CO 80224

WHEN RECORDED MAIL TO:
CITYWIDE BANKS
CWB - CONSTRUCTION - COMMERCIAL
6500 HAMPDEN AVE
SUITE 101
DENVER, CO 80224

FOR RECORDER'S USE ONLY

0340

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time $400,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 4, 2019, among LEVY REAL ESTATE, LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 2830 HANOVER ST, DENVER, CO 80238; and SPARKLES CAR WASH II LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is 2790 JOSEPHINE ST #100, DENVER, CO 80205 ("Grantor"); CITYWIDE BANKS, whose address is CWB - CONSTRUCTION - COMMERCIAL, 6500 HAMPDEN AVE, SUITE 101, DENVER, CO 80224 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of the City and County of Denver, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in DENVER County, State of Colorado:**

LOT 1, EXCEPT THE NORTH 20 FEET THEREOF, ALL OF LOT 2, AND THE NORTH 10 FEET OF LOT 3, ALL OF LOTS 29 AND 30 EXCEPT THE NORTH 20 FEET OF SAID LOT 30, BLOCK 53, VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

The Real Property or its address is commonly known as 3760 JASON ST AND 3759 INCA ST, DENVER, CO 80211. The Real Property tax identification number is 02281-02-002-000; 02281-02-019-000.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the

Land Title GUARANTEE COMPANY

michael@mcateeproperties.com

From: Tim Boers <tboers@boulderassociates.com>
Sent: Wednesday, October 2, 2019 6:01 PM
To: Michael McAtee
Subject: Re: 3760 Jason St - Car Wash site

Will do. Thanks for letting me know.

Tim

On Oct 2, 2019, at 5:31 PM, Michael McAtee <michael@mcateeproperties.com> wrote:

> Hello Tim - Will you please remove us from the agenda next week? We are still working through our intention with this property. Prior to presenting to you all , we want to be confident with our intention. Thanks for your time and we will be in touch.
>
> Mike McAtee
>
> On Sep 25, 2019, at 4:50 PM, Tim Boers <tboers@boulderassociates.com> wrote:
>
> > Michael,
> >
> > I'll put you on the agenda. I'm not sure where you are in your planning of the site, but if you have drawings or diagrams of what you are thinking about, that would be a good place to start. Always helpful to have an aerial view of the site and surroundings, and what current and surrounding zoning is. If you are looking at rezoning to a specific zone district, that would be good to know.
> >
> > Tim
> >
> > ---
> >
> > **From:** michael@mcateeproperties.com <michael@mcateeproperties.com>
> > **Sent:** Wednesday, September 25, 2019 4:44 PM
> > **To:** Tim Boers <tboers@boulderassociates.com>; 'Sandoval, Amanda P. - CC Member District 1 Denver City Council' <Amanda.Sandoval@denvergov.org>; levyrealestate@ymail.com
> > **Cc:** 'Grunditz, Naomi R. - CC City Council Aide District 1' <Naomi.Grunditz@denvergov.org>
> > **Subject:** RE: 3760 Jason St - Car Wash site
> >
> > Thanks Tim – We will be there. Do you have suggestions on material we should bring for discussion? Thanks.
> >
> > Michael McAtee
> >
> > cl 303.704.5321
> > fx 303.309.0108
> > michael@mcateeproperties.com
> >
> > www.lumenhomesdenver.com

From: Tim Boers <tboers@boulderassociates.com>
Sent: Wednesday, September 25, 2019 4:33 PM
To: Sandoval, Amanda P. - CC Member District 1 Denver City Council <Amanda.Sandoval@denvergov.org>; levyrealestate@ymail.com; michael@mcateeproperties.com
Cc: Grunditz, Naomi R. - CC City Council Aide District 1 <Naomi.Grunditz@denvergov.org>
Subject: RE: 3760 Jason St - Car Wash site

Joel and Michael,

Our committee would be happy to have you join us at our next meeting on October 8th to discuss your plans for redeveloping this challenging site. We meet at the Education Annex at the historic Asbury Methodist Church at 30th and Vallejo at 7 pm. Let me know if that date and time will work for you. We usually issue our agenda a day or two before the meeting and will copy you on it.

Sincerely,

Tim Boers, Chair
Planning and Community Development Committee
Highland United Neighbors, Inc.

pcd@denverhighland.org
303-499-7795 office

From: Sandoval, Amanda P. - CC Member District 1 Denver City Council <Amanda.Sandoval@denvergov.org>
Sent: Wednesday, September 25, 2019 2:45 PM
To: levyrealestate@ymail.com; Tim Boers <tboers@boulderassociates.com>; michael@mcateeproperties.com
Cc: Grunditz, Naomi R. - CC City Council Aide District 1 <Naomi.Grunditz@denvergov.org>
Subject: 3760 Jason St - Car Wash site

Hi Tim,

I just had a meeting with Joel and Michael who are closing on the car wash off of Jason and Inca St next week. I know the committee has heard from several potential buyers for this site. They would love to come to HUNI PCD to talk about rezoning the property. I'll let you all take it from here.

Respectfully,

Amanda P. Sandoval
Councilwoman District 1

Denver City Council
City and County of Denver
p: (720) 337.7701
amanda.sandoval@denvergov.org
Sent from my iPad; kindly excuse typos.

Highland United Neighbors, Inc.

P.O. Box 11235, Denver, Colorado 80211

PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE

Authorized by the Board of Directors to represent HUNI in all zoning and planning matters.

August 1, 2021

City and County of Denver
Community Planning and Development
201 West Colfax Avenue
Denver, CO 80202

Re: 3759 Inca and 3760 Jason
Proposed Rezoning from I-A to U-RX-3

To Whom It May Concern:

The Planning and Community Development (PCD) Committee of Highland United Neighbors, Inc. (HUNI), has met with the Applicant on June 8, 2021, to review their request for rezoning from I-A to U-RX-3. This committee did vote 5-0 on July 13, 2021, to support the proposed rezoning. We did subsequently receive an email outlining concerns from an immediate neighbor. We have forwarded this message to the applicant so that they will be aware of these concerns.

The PCD Committee is authorized by the HUNI Board of Directors to represent HUNI in all zoning, land use, and planning matters, including Landmark issues. Membership in HUNI is open to all residents and businesses in the Highland Neighborhood, which is bounded by West 38th Avenue, Federal Boulevard, Speer Boulevard, and Interstate 25. There are approximately 7000 households within the HUNI boundaries and roughly 300 paying members of HUNI. 3-6 mailings go out per year to these households and email newsletters are sent out twice a month to those who have opted in. These emails and many of the mailings contain information regarding notices of meetings with detailed agendas. There were approximately 13 people in attendance at both the June and July meetings.

The proposed rezoning appears to be consistent with Blueprint Denver and the 42nd and Fox Station TOD Plan. We believe that 3 stories is appropriate for this site along 38th Avenue, particularly due to the proximity to the pedestrian bridge over 38th that leads to the RTD commuter rail station. The proposed use of brick is consistent with historic buildings in the area.

Should you have any questions on our position, please do not hesitate to contact us. Thank you for this opportunity to offer our opinion.

Sincerely,

HIGHLAND UNITED NEIGHBORS, INC.

Timothy C. Boers, AIA
Chair, Planning and Community Development Committee

Cc: HUNI Board President
Applicant
Committee Members
Councilwoman Amanda Sandoval
Council Aide Naomi Grunditz

From: Timothy C. Boers
Subject: HUNI PCD Committee meeting tonight at 7 pm
Date: Tuesday, June 8, 2021 9:44:09 AM

All, please see the agenda below…

Tim Boers, AIA | Chair
Planning and Community Development Committee
Highland United Neighbors, Inc.
pcd@denverhighland.org
303-589-7720

Highland United Neighbors, Inc.

PLANNING AND COMMUNITY DEVELOPMENT COMMITTEE

Agenda

Tuesday, June 8, 2021, 7:00 PM

LOCATION:

This will be a virtual meeting, using Microsoft Teams. Committee members, HUNI Board members, and Applicants/Speakers will receive a separate Microsoft Teams invite in advance of the meeting. For neighbors who wish to join the call, please email Tim at pcd@denverhighland.org before 5 pm 6/8/21, and the invite will be forwarded to you.

7:00 Introductions

7:05 3760 Jason Street—proposed rezoning to allow residential uses on carwash site
Joel Levy, Michael McAtee

7:25 2836 Wyandot Street—proposed variances for existing undersized surface parking lot
Terrance Doyle, Teal Nipp

7:45 Updates

1. The Neighborhood Planning Initiative (NPI) to start in Chaffee Park, Sunnyside, Highland, and Jefferson Park in 2021. The kickoff meeting of the Citizens' Steering Committee will occur June 29th. To sign up for updates and to learn more about the 2- to 3-year process, go to www.Denvergov.org/NearNorthwestPlan.
2. Upcoming Board of Adjustment case:
    a. 3356 Pecos Street—Administrative Review related to existing Nonresidential Use in Existing Business Structure in Residential Zone District (hearing on 6/29)
3. 3625 Alcott—Tandem House sale of separate houses—details on how this is handled by the city.
4. 2801 W 35th Avenue—previous proposal to demolish house and replace has been withdrawn.

8:00 City Council District One report
Amanda Sandoval and/or Naomi Grunditz

8:15 New Business

8:25 Next meeting: July 13, 2021

8:30 Adjourn

From: Volpe-Beasley, Gina J. - CC City Council Aide
To: Joel Levy
Cc: Michael McAtee
Subject: RE: [EXTERNAL] Re: 3760 Jason St - Car Wash site
Date: Wednesday, May 12, 2021 12:12:28 PM

Thank you Joel for the quick reply, I just sent the calendar invite and Zoom link, please let me know if you don't receive it.

Take care,
Gina

From: Joel Levy <levyrealestate@ymail.com>
Sent: Wednesday, May 12, 2021 11:53 AM
To: Volpe-Beasley, Gina J. - CC City Council Aide <Gina.Volpe@denvergov.org>
Cc: Michael McAtee <michael@mcateeproperties.com>
Subject: Re: [EXTERNAL] Re: 3760 Jason St - Car Wash site

Good morning Gina. We look forward to our meeting on 25th @ 3:00 PM. Thank you

Lumen Homes
Parkview Real Estate
(303) 332-3752

On Wednesday, May 12, 2021, 11:20:03 AM MDT, Volpe-Beasley, Gina J. - CC City Council Aide <gina.volpe@denvergov.org> wrote:

Hello Joel,

Thank you for reaching out, my first available would be Tuesday, May 25th at 3:00. Please let me know if this works for you and I can send a calendar invite and ZOOM link. If this doesn't work for you we will need to look to the week of June 14th due to vacation schedules.

Take care,

Gina

Gina Volpe • Council Aide
Office of Councilwoman Amanda P. Sandoval • District 1

Phone: 720-337-7701

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From: Sandoval, Amanda P. - CC Member District 1 Denver City Council <Amanda.Sandoval@denvergov.org>
Sent: Tuesday, May 11, 2021 3:23 PM
To: Joel Levy <levyrealestate@ymail.com>
Cc: Grunditz, Naomi R. - CC City Council Aide District 1 <Naomi.Grunditz@denvergov.org>; Michael McAtee <michael@mcateeproperties.com>; Volpe-Beasley, Gina J. - CC City Council Aide <Gina.Volpe@denvergov.org>
Subject: RE: [EXTERNAL] Re: 3760 Jason St - Car Wash site

Hello Joel,

Thanks for reaching out. I am happy to sit down and meet with you, my schedule is a bit challenging but I'll do my best to get set up at time. I am including my office manager, Gina, who handles all of my scheduling requests. She'll be in touch with you soon.

I look forward to meeting with you.

Councilwoman Amanda P. Sandoval

From: Joel Levy <levyrealestate@ymail.com>
Sent: Tuesday, May 11, 2021 2:57 PM
To: Sandoval, Amanda P. - CC Member District 1 Denver City Council <Amanda.Sandoval@denvergov.org>
Cc: Grunditz, Naomi R. - CC City Council Aide District 1 <Naomi.Grunditz@denvergov.org>; Michael McAtee <michael@mcateeproperties.com>
Subject: [EXTERNAL] Re: 3760 Jason St - Car Wash site

Councilwoman Sandoval,

We are picking up where we left off previously in hopes to complete the rezoning process this time around. We have had our pre application rezoning meeting, and have submitted a concept for SDP review on 3759 Inca site too. We would like to reconnect to discuss rezoning options before we get too far down the road with either. We are hoping to set up a zoom or similar meeting to revisit our site with you and or your team, and have also reached out to Tim too.

Thank you in advance.

Joel

Joel Levy

Lumen Homes

McAtee Levy Development

Parkview Real Estate

(303) 332-3752

On Wednesday, September 25, 2019, 02:44:36 PM MDT, Sandoval, Amanda P. - CC Member District 1 Denver City Council <amanda.sandoval@denvergov.org> wrote:

Hi Tim,

I just had a meeting with Joel and Michael who are closing on the car wash off of Jason and Inca St next week. I know the committee has heard from several potential buyers for this site. They would love to come to HUNI PCD to talk about rezoning the property. I'll let you all take it from here.

Respectfully,

Amanda P. Sandoval

Councilwoman District 1

Denver City Council

City and County of Denver

p: (720) 337.7701

amanda.sandoval@denvergov.org

Sent from my iPad; kindly excuse typos.