

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	Nasser, Khalil	Representative Name	ZEKE FREEMAN
Address	1337 N Delaware St.	Address	2658 WALNUT ST
City, State, Zip	Denver, CO	City, State, Zip	DENVER, CO 80205
Telephone	303-376-7935	Telephone	303 552 9567
Email	khalil.nasser@revisioninc.com	Email	zfreeman@root-ad.com
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager 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.</p> <p>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.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):	1332 E 22nd ST, DENVER CO 80205		
Assessor's Parcel Numbers:	0235303023000		
Area in Acres or Square Feet:	9,048 SF		
Current Zone District(s):	U-TU-B		
PROPOSAL			
Proposed Zone District:	U-TU-B UO-3 W/WAIVER		

REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria</p> <p>DZC Sec. 12.4.10.7</p>	<p><input checked="" type="checkbox"/> 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 an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p>
	<p><input checked="" type="checkbox"/> 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.</p>
	<p><input checked="" type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria</p> <p>DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error.</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact.</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including, but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.</p> <p><input checked="" type="checkbox"/> 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:</p> <p>a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p>b. A City adopted plan; or</p> <p>c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> 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. Please provide an attachment describing the justifying circumstance.</p>
	<p><input checked="" type="checkbox"/> 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. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
Please ensure the following required attachments are submitted with this application:	
<p><input checked="" type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input checked="" type="checkbox"/> Proof of Ownership Document(s)</p> <p><input checked="" type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
Please identify any additional attachments provided with this application:	
<p><input checked="" type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
Please list any additional attachments:	



REZONING GUIDE

Rezoning Application Page 3 of 3

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

We, the undersigned represent that we are the owners 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%	<i>John Alan Smith Josie Q. Smith</i>	01/01/12	(A)	YES
REVISION REAL ESTATE LLC	1332 E 22nd Ave, Denver, CO 80205 3036180799 knasser@revisioninc.com	100%	<i>W. Knasser</i>	10/1/2019	(A)	YES

Last updated: August 29, 2018

Return completed form to rezoning@denvergov.org

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

1332 E 22nd Ave – Rezoning Summary

April 15, 2020,

Rezone From U-TU-B to U-TU-B, UO-3 w/ waiver

Project Address: 1332 E 22nd Ave

Legal Description: SCHINNERS ADD B47 L28 TO 30 & N/2 OF L27 EXC W 27FT OF L28 TO 30

Acreage: 9,048 sq. ft (Approx. 0.21 acres)

Application Number: 2019I-00129

1) Consistency with Adopted Plans

The Chamberlain Mansion sits on the south west corner of 22nd and Lafayette. The current zoning on this property is U-TU-B on the east side of this block, on the west side of the block is U-TU-B, UO-3, which allows for Bed and Breakfast use for historic structures. By extending the UO-3 overlay district with a non-occupant manager waiver, the owner will be able to preserve the Chamberlain Mansion, hire a quality property manager and maintain the property in a financially viable manner. If sold the property would likely be subdivided and the future preservation of the Chamberlain Mansion could be at risk.

The proposed extension of the UO-3 over lay district will adhere to the Strong and Authentic Neighborhoods section of the Comprehensive Plan 2040. In this section, it states that a goal of the plan is to “Preserve the authenticity of Denver’s neighborhoods and celebrate our history, architecture, culture.” A strategy to achieve this involves plans to preserve Denver’s historic structures such as the Chamberlain mansion.

This project is also consistent in many ways with Blueprint Denver 2019, which states that urban neighborhoods such as this should have the following makeup: “Homes vary from multi-unit developments to compact single-unit homes. Development in this context should be sensitive to the existing neighborhood character and offer residents a mix of uses with good street activation and connectivity.” By extending the UO-3 overlay district the owners of this property will be able to operate a well-managed Bed and Breakfast and at the same time preserve an important piece of Denver history and neighborhood character. This overlay extension will bring new vibrancy by maintaining a local bed and breakfast that can be utilized by small visiting groups and guest of local residents alike. Blueprint Denver also states that the “neighborhood context should be consistent across an area and should generally not vary at the parcel level”. This rezone does not change the U-TU base zoning of low-density residential use but, simply brings the intent of the OU-3 overlay district, to preserve historic structures though Bed and Breakfast use, across the street for an ideal property. Per Blueprint Denver “some limited mixed-use can occur along arterial and collector streets” in Residential Low districts such as the proposed Bed and Breakfast use.

The Uptown Healthcare District Plan, which this property also falls under, states that a one of its primary goals are to “support the growth, stability and diversity of the residential communities by ensuring a continued mix of housing types and prices, racial and economic diversity” and “protect the historic housing stock as a value to the neighborhood”. This rezone helps maintain the historic housing stock and the mix of housing types that are available in the City Park West neighborhood and the Lafayette Street historic district. Furthermore, this Bed and Breakfast will offer a place for families with loved ones being treated in the healthcare district to have a nearby comfortable housing option to stay in.

The Uptown Plan which was written in the late 1980’s site many issues in this neighborhood at this time including “Loss of Residential Character” “Lack of Historic Preservation” “Lack of economic vitality” and “Poorly Managed Apartment Buildings”. Although, Uptown is a very different place today the same issues are important to keep in mind. By preserving the Chamberlain Mansion and extending the UO-3 overlay district we will help keep the residential character and practice important historic preservation. By creating a Bed and Breaking we are creating

important economic viability that helps maintain and preserve a property such as this from falling into disrepair. Finally, by providing a professional on-site manager we are avoiding the issues of some of the poorly remote managed apartment buildings that were once a common issue in this district.

2) Uniformity of District Regulations.

The neighborhood (City Park West) that this lot sits in contains a variety of residential & small commercial/retail typologies. The change of zoning will still fit into the context of residential regulations and will promote adaptive re-use of existing residential structures within the surrounding context.

3) Public Health, Safety and General Welfare.

The conversion of this existing zoning classification will further improve the consistency of the context for this neighborhood by promoting a continuation of residential & small commercial properties. Furthermore, the adopted plans “incentivize the preservation of structures and features that contribute to the established character of an area”. As a result, the residents live within an environment that fosters responsible development, while also building upon the historic residential roots of the area.

The property is part of the Uptown healthcare District and anticipates being able to host families and relatives that may be dealing with sick or injured in the nearby hospital. The Chamberlain Mansion Bed and Breakfast envisions being a safe haven for these families going through a difficult time and thus will greatly contribute to the general welfare, safety and public health of the neighborhood and guest.

4) Description of Justifying Circumstances

The City Park West neighborhood is closely tied to the historic roots of residential Denver. This rezone helps ensure, that this vital piece of the city is invested in and maintained. The subject property is unique in that it is a 4,600-square-foot historic residential structure that has been utilized as a mixed-use office building with short term rental license use since the late 1990s. Although the owner desires to maintain the property as a Bed and Breakfast as permitted under the UO-3 overlay district they will need to seek a waiver to allow for a non-owner occupant manager that would have the proper means and capability to manage the desired level of quality care for a property like this. This is consistent with Community Planning and Development Department policy for the use of waivers as it helps to solve an issue that CPD is committed to resolve more broadly in a future text amendment. Overall, the city has focused on revitalizing certain areas close to downtown Denver, City Park West has taken a much larger role in keeping intact the assortment of dwelling options available. This rezone proposal not only aligns with that role, it emphasizes it in a positive forward-looking fashion.

We find the rezoning complies with the justifying circumstances 4 and 5 of the Denver Zoning Code, section 12.4.10.8.A

4. 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.

5. 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 light of the recent pandemic it has become all the more evident that having short term housing options adjacent to the Healthcare district for people dealing with sick or injured loved ones, along with healthcare workers themselves is important now and into the future. This is immediate change in circumstance highlights the overall need for available short-term comfortable housing options. Additionally, the subject property located in City Park West neighborhood, is now a desirable neighborhood to visit, live, and play in. Hundreds of new housing units have been delivered in recent years with little place for local visiting and family guest to stay. This bed and breakfast in the heart of Denver will help support neighbors with visiting families, healthcare workers, families with sick loved ones, and travelers visiting our great city to have a few.

With the tremendous growth in Denver in recent years, this part of Denver continues to be a popular neighborhood to live and visit, this warrants the need to provide short term places to stay and the opportunity to preserve the historic property with the extension of the UO-3 overlay district onto this property. The desire to preserve historic character in this neighborhood and the need for more short-term residential housing in this area is growing and a UO-3 overlay extension can aid in meeting the overall community wants and needs.

5) Consistency with Neighborhood Context

The property borders commercial/ retail to the north, single unit residential to the east, and multi-residential zoned districts to the west and south. The proposed map amendment builds upon the overall context of this historic structure and aligns with the stated use and intent of the proposed zone district. In turn, enhancing the quality of the surrounding residences and historic context.

The proposed rezoning is consistent with the Urban Neighborhood Context Description in Division 5.1 of the DZC in that “it is primarily characterized by single-unit and two-unit residential uses. Small-scale multi-unit residential uses and commercial areas are typically embedded in residential areas”. It also states: “Multi-unit residential uses are located along local streets, residential and mixed use arterials, and mains streets”. All this totally in-sync with our proposed use. The project adheres to the street, block and access patterns when it describes regular patterns in orthogonal streets for vehicular and pedestrian connections, detached sidewalks, tree lawns, street and surface parking and landscape in the front setback. The placement of the building coincides with the description of moderate front setbacks, with parking in the rear and/or side of the building. The height of the building in this area fits the characteristically low scale structures. With regards to the mobility, our proposal matches the description of the balance between pedestrian, bicycle and vehicle reliance with greater access to multi-modal transportation system.

The purpose and intent for the proposed U-TU-B zone district in general is to promote and protect residential neighborhoods within the character of the Urban Neighborhood Context. The building form standards, design standards, and uses work together to promote desirable residential areas. Specifically, the U-TU-B allows up to two units on a minimum zone lot area of 4,500 SF, for which our proposal fits in.

Lastly, the purpose and intent to rezone as a UO-3 is strictly do to the fact that our building is a historic structure. This encourages the preservation, protection, adaptive use, and enhancement of Historic Structures, or otherwise to promote the Landmark Preservation purposes as stated in DRMC Sec. 30-1. Literal F states that Bed and Breakfast lodging uses in this overlay zone district are permitted only in a Historic Structure, as defined in Article 13, Rules of Measurement and Definitions. We are submitting a waiver for the owner no having to live in the building.

1332 E 22nd Ave Proposed Waiver

Per Section 12.4.10.6 (Waivers of Rights and Obligations and Approval of Reasonable Conditions) of the Denver Zoning Code, the applicant proposes that the zoning classification of the land described herein include the following waiver:

1. "Waive the Historic Structure Use Overlay District (UO-3) use limitation that permits the bed and breakfast lodging use in a Historic Structure only if the applicant for the establishment of the bed and breakfast lodging use is the owner of record and uses the structure as his/her primary residence. (Denver Zoning Code, Section Sec. 9.4.4.8.F.1) Instead, permit the bed and breakfast use in a Historic Structure regardless of if the owner uses the structure as their primary residence or not. All other provisions of Denver Zoning Code, Section 9.4.4.8.F shall apply."

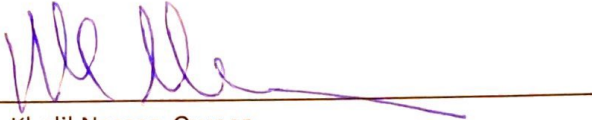
Waiver Justification

The intent of this waiver is to allow for the application of the UO-3 Historic Structure Use Overlay District on a Historic Structure that would otherwise meet the Use Overlay Purpose. As part of an official map amendment, an applicant may propose to waive certain rights or obligations under the proposed zoning code. The subject property is unique in that it is a 4,600-square-foot historic residential structure that has been in nonresidential use since the late 1990s. Encouraging the rehabilitation and adaptive reuse of this neighborhood landmark structure requires a departure from the UO-3's owner occupied bed and breakfast mandate. This request is consistent with Community Planning and Development Department policy for the use of waivers as it helps to solve an issue that CPD is committed to resolve more broadly in a future text amendment.

1332 22nd Avenue, App. #2019I-00129

Waiver

1. The undersigned owner of the property hereby waives the provision in DZC 9.4.4.8.F.1 that "The applicant for establishment of the bed and breakfast lodging use is the owner of record and uses the structure as his/her principal residence."

A handwritten signature in blue ink, appearing to read 'Khalil Nasser', is written over a horizontal line.

Khalil Nasser, Owner

1332 22ND AVE LEGAL DESCRIPTION

LOTS 28 TO 30 & NORTH 1/2 OF LOT 27 EXCEPT THE WEST 27 FEET OF LOTS 28 TO 30, BLOCK 47,
SCHINNERS ADDITION

CITY AND COUNTY OF DENVER

STATE OF COLORADO

1332 E 22ND AVE

Owner	REVISION REAL ESTATE LLC 1337 DELAWARE ST 100 DENVER , CO 80204-2701
Schedule Number	02353-03-023-000
Legal Description	SCHINNERS ADD B47 L28 TO 30 & N/2 OF L27 EXC W 27FT OF L28 TO 30
Property Type	RESIDENTIAL
Tax District	DENV

Print Summary

Property Description			
Style:	CONVERSIONS	Building Sqr. Foot:	4611
Bedrooms:	6	Baths Full/Half:	5/0
Effective Year Built:	1890	Basement/Finish:	1419/1319
Lot Size:	9,048	Zoned As:	U-TU-B

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

Current Year			
	Actual	Assessed	Exempt
Land		\$452,000	\$32,320 \$0
Improvements		\$795,300	\$56,860
Total		\$1,247,300	\$89,180

Prior Year			
	Actual	Assessed	Exempt
Land		\$414,400	\$29,840 \$0
Improvements		\$464,500	\$33,440
Total		\$878,900	\$63,280

Real Estates Property Taxes for current tax year

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

	Installment 1 (Feb 28 Feb 29 in Leap Years)	Installment 2 (Jun 15)	Full Payment (Due Apr 30)
Date Paid			
Original Tax Levy	\$3,215.66	\$3,215.65	\$6,431.31
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$0.00	\$0.00	\$0.00
Due	\$3,215.66	\$3,215.65	\$6,431.31

Additional Information

Note: If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

Additional Assessment ⓘ	N	Prior Year Delinquency ⓘ	N
Additional Owner(s) ⓘ	N	Scheduled to be Paid by Mortgage Company ⓘ	Y
Adjustments ⓘ	N	Sewer/Storm Drainage Liens ⓘ	N
Local Improvement Assessment ⓘ	N	Tax Lien Sale ⓘ	N
Maintenance District ⓘ	N	Treasurer's Deed ⓘ	N
Pending Local Improvement ⓘ	N		

Real estate property taxes paid for prior tax year: **\$4,895.65**

Assessed Value for the current tax year

Assessed Land	\$32,320.00	Assessed Improvements	\$56,860.00
Exemption	\$0.00	Total Assessed Value	\$89,180.00

Revision Real Estate LLC

Limited Liability Organizational Documents

Colorado Limited Liability Company

Restricted Private Offering

Not Publicly Traded

Certificate No.
001

Voting Capital
10,000

REVISION REAL ESTATE, LLC.

This Certifies that **Khalil Nasser** is the owner of **Ten Thousand (10,000)** shares of the Voting Capital of **Revision Real Estate, LLC.** transferable only on the books of the Limited Liability Company by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed. This restricted Capital Certificate constitutes a private offering and is not for sale on any established stock market. This capital certificate is not registered with the Securities Exchange Commission.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal (if any) to be hereunto affixed on this 3rd day of October, A.D. 2017.



President

Secretary

Revision Real Estate, LLC

MEMBERS MEETING

This members meeting is hereby convened this 19th day of September, 2007, at 2 PM and at the office of T W Cresswell PC, 7220 W Jefferson Ave, Ste 440, Lakewood, CO 80235 for the purpose of initiating operations of Revision Real Estate, LLC (the company), electing managing members, and other procedures.

BE IT RESOLVED...

At this meeting, Khalil Nasser was elected Managing member of the company with all executive powers of said office. There being no other employees or associates of the company, no officers' positions are deemed necessary.

There being no further business at hand, motion was made to adjourn the meeting and the motion carried by vote.

In Witness Whereof the undersigned attest to the accuracy of the foregoing writing of the minutes of the Voting members meeting. Such foregoing minutes includes 1 pages.

Manager


Khalil Nasser

WAIVER/CONSENT TO ACTION

The Voting members of Revision Real Estate, LLC whose signatures appear below hereby consent to the actions of this meeting (annual or special) held this 26th day of July, 2007. The voting members below also waive any due requirements of notice and/or acknowledge the adequacy of any notice afforded them.


Khalil Nasser

**REVISION REAL ESTATE LLC
ARTICLES OF ORGANIZATION
AND
OPERATING AGREEMENT**

This Operating Agreement (the "Agreement") is made effective as of September 19, 2007, by and among those Persons hereinafter referred to as the "Members".

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

**ARTICLE I
ORGANIZATION**

1.1 Formation and Qualification. The Members have formed a limited liability company (the "Company") under the Colorado Limited Liability Company Act (currently 7-80-101 et seq., C.R.S.) (the "Act") by filing Articles of Organization with the Colorado Secretary of State.

1.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Colorado, including the Colorado Limited Liability Company Act, (the "Act") as amended from time to time, without regard to Colorado's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be "Revision Real Estate, LLC." The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Voting Members deem appropriate or advisable. The Voting Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the Members consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Colorado as the Voting Members may determine. The Company shall continuously maintain a registered agent in the State of Colorado as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Voting Members.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the following activities:

Winery operations and related agricultural.

**ARTICLE II
MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT**

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting

Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all of the Voting Capital accounts.

Section 2.3 Percentage Ownership and Voting Interests. A Member's Ownership Interest ("Ownership Interest") is his interests in Voting Capital, together with all of the rights, as a Member or Manager of the Company, that arise from such interests. The Percentage Ownership Interest ("Percentage Ownership Interest") of a Member shall be calculated by adding together that Member's Voting Capital Account, and then dividing this sum by the total of all of the Members' Voting Capital Accounts.

Section 2.4 Management by Voting Members. The Voting Members shall appoint a voting member to be manager with executive authority to manage the Company for which all members shall have the right to vote in proportion to their respective Percentage Voting Interests in the Company. Fundamental changes of an organizational nature or substantial changes in business assets or business segments shall be by majority vote.

Section 2.5 Voting. Except as otherwise provided or permitted by this Agreement, actions shall be by majority vote of a quorum of at least 50% who are present. Except as otherwise provided or prohibited by this Agreement, manager shall be appointed by the majority to act on behalf of the Company in any way, to pledge the Company's credit, and to render the Company liable for any purpose.

Section 2.6 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.7 New Members. The Voting Members may issue additional Voting Capital or Nonvoting Capital and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved by a majority of the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

ARTICLE III CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Each original Member to this Agreement shall make an initial Capital Contribution to the Company in accordance with Exhibit A, at the time of each Member's execution of this Agreement.

3.2 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), and (ii) the amount of profits which shall be allocated to each Member in proportion to his capital

holding as a percentage of the whole.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to), and (ii) the amount of net operating loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed. Distributions to members other than a distribution in complete liquidation of the company shall be by majority vote and need not be proportionate to the distributee's percentage of capital.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members out of their capital account of their Ownership Interests, and shall not be separately charged to the Members' capital accounts. Guaranteed Payments shall be an expense of the company chargeable to the net profit or net operating loss of the company or chargeable to all capital accounts in proportion to capital percentage interest.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of the Colorado Limited Liability Company Act and shall be interpreted and applied in a manner consistent with such Regulation.

3.3 Additional Contributions. If the Voting Members shall determine that additional capital is required by the Company, the Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members; and whether additional Capital Contributions, if any, shall be in the form of Class A Voting Capital or Class B Nonvoting Capital. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

In the event that additional Class A Voting Capital is to be issued, the Voting Members who exist immediately prior to such issuance shall be provided written notice of this interest, and shall be offered in such notice the opportunity to make additional capital contributions in Class A Voting Capital in proportion to their respective Percentage Voting Interests; provided that this right, if not exercised within ninety (90) days after such notice is received, shall expire automatically, unless this period is extended by the Voting Members. Any loans or additional capital contributions shall be voluntary.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

ARTICLE IV

MANNER OF ACTING

4.1 Officers and Agents of the Company. The Voting Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Voting Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any

Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the manager may deem appropriate.

The manager may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Manager in the conduct of the business and affairs of the Company. The officers of the Company may, at the discretion of the manager, consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Voting Members. The Voting Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The manager and officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Voting Members or as limited in this agreement.

Any action taken by a manager or any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with this Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, the manager, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.3 Notice of Meetings. In the event that a meeting of the Voting Members is called, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five business days before the date of the meeting either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.4 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.5 Quorum. Members holding at least 50% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.6 Voting. If a quorum is present, a majority vote of the Voting Members so represented shall be the act of the Members or Managers, unless the vote of a lesser proportion or number is otherwise required by the Act, by the Certificate or by this Agreement.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Voting Members deem these actions to be appropriate.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement, the Voting Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this Agreement, all distributions shall be made to all of the Members, in proportion to their Percentage Ownership Interests unless specifically provided otherwise in this Agreement. Except as otherwise provided in this Agreement, the decision as to whether to make distributions shall be within the sole discretion of the Voting Members.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Voting Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

5.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. For a period of one (1) month after the Articles of Organization for the Company are filed (“the filing”), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members or complete liquidation of the company. During the second month after the filing, a Member may voluntarily resign his membership, but such Member shall be entitled to receive from the Company only the book value of his Ownership Interest, adjusted for profits and losses to the date of resignation, unless otherwise agreed by written consent of all of the other Voting Members. Subsequent to the second month after filing, a Member may voluntarily resign his membership and shall be entitled to receive from the Company the fair market value of his Ownership Interest, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous agreement of all of the Voting Members, including the resigning Member. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The other Voting Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member’s Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment being due sixty (60) days after the Member’s resignation.

6.2 Death of a Member. Upon the death of a Member, the Member’s estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the deceased Member’s Ownership Interest, the fair market value of the deceased Member’s Ownership Interest, adjusted for profits and losses to the date of death. Fair market value may be determined informally by a unanimous good-faith agreement of all of the

Voting Members. In the absence of an informal agreement as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the deceased Member's estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the deceased Member's estate or beneficiary or beneficiaries, within thirty (30) days after the Member's death, to purchase the deceased Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the Member's estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the deceased Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

6.3 Restrictions on Transfer. Except as otherwise provided in this Article, a Member may sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") to the Company, or to the other Voting Members.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager except upon majority vote of all of the voting members, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this Agreement.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Voting Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital

account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed; copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the Colorado Secretary of State.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other Person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the Company (at the Company's expense) in connection with all

examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: 1) the entry of a decree of judicial dissolution pursuant to the Act; or 2) the approval of 2/3 of the Voting Members.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Voting Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Voting Members shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. Any noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Voting Members, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their positive Capital Account balances, after taking into account profit and loss allocations for the Company's taxable year during which liquidation occurs.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of Colorado law, as the voting Members deem appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise) against any other Member except for wrongdoing as described in ¶ 9.1 below.

8.8 Certificate of Cancellation. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Colorado Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX

EXCULPATION AND INDEMNIFICATION

9.1 Exculpation of Members. No Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members, in their capacity as Members or Managers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE X

MISCELLANEOUS

10.1 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is empowered and duly authorized to enter into this Agreement (including the power of attorney herein) under every applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this Agreement on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

10.2 Indemnification by the Members. The Members hereby agree to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners,

members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this Agreement.

ARTICLE XI DISPUTE RESOLUTION

11.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Colorado shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of Colorado; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Colorado law shall apply in any

such subsequent action or proceeding.

ARTICLE XII MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this Agreement shall bind and inure to the benefit of the parties and their respective Successors.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

12.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and their respective Successors nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement.

12.9 Amendments. All amendments to this Agreement shall be in writing and signed by all of the Members to the agreement at the time of the amendment.

12.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party

examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

12.11 Remedies Cumulative. Subject to Article XI, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Colorado in the county of Jefferson. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

/s/Khalil Nasser
Managing Member

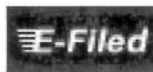
**REVISION REAL ESTATE LLC
OPERATING AGREEMENT**

ARTICLE II, Section 2.1 Initial Members.

Exhibit A.

The initial members of the company are:

Khalil Nasser



Colorado Secretary of State
 Date and Time: 09/19/2007 12:55 PM
 Id Number: 20071429919
 Document number: 20071429919

Document processing fee
 If document is filed on paper \$125.00
 If document is filed electronically \$ 25.00

Fees & forms/cover sheets are subject to change.
 To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

1. Entity name: Revision Real Estate LLC
(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.l.c.", or "ltd." §7-90-601, C.R.S.)

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

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

3. Principal office street address: 1332 E 22nd Ave
(Street name and number)

Denver CO 80205
(City) (State) (Postal/Zip Code)

United States
(Province – if applicable) (Country – if not US)

4. Principal office mailing address *(if different from above):*

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. Registered agent name *(if an individual):* _____
(Last) (First) (Middle) (Suffix)

OR *(if a business organization):* T W Cresswell PC

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

7. Registered agent street address: 7220 W Jefferson Ave Ste 440
(Street name and number)

Lakewood CO 80235
(City) (State) (Postal/Zip Code)

8. Registered agent mailing address
(if different from above):

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

9. Name(s) and mailing address(es)
of person(s) forming the limited
liability company:

(if an individual) Nasser Khalil

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

OR (if a business organization)

1332 E 22nd Ave

(Street name and number or Post Office Box information)

Denver CO 80235

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

(if an individual) _____

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

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

(if an individual) _____

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

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

(If more than three persons are forming the limited liability company, mark this box and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)

10. The management of the limited liability company is vested in managers
OR is vested in the members

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

12. (Optional) Delayed effective date: _____.
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box and include an attachment stating the additional information.

Notice:

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

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

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

Cresswell	T	W	
(Last)	(First)	(Middle)	(Suffix)
7220 W Jefferson Ave Ste 440			
(Street name and number or Post Office Box information)			
Lakewood		CO	80235
(City)	(State)	(Postal/Zip Code)	
United States			
(Province – if applicable)		(Country – if not US)	

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

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

NOTICE:

This "image" is merely a display of information that was filed electronically. It is not an image that was created by optically scanning a paper document.

No such paper document was filed. Consequently, no copy of a paper document is available regarding this document.

Questions? Contact the Business Division. For contact information, please visit the Secretary of State's web site.

Click the following links to view attachments

Attachment 1
Articles of Organization



EIN Assistant

Your Progress: 1. Identify 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Please confirm your selection.

Due to the number of members in your limited liability company, you are considered a **Single-Member Limited Liability Company (LLC)** as the type of structure applying for an EIN.

- Since you are a **single-member LLC**, you will initially be classified as a **disregarded entity** for the purposes of filing a federal tax return.
 - If the only member of the LLC is an **individual**, the LLC income and expenses are reported on **Form 1040** (U.S. Individual Income Tax Return), Schedule C, E, or F.
 - If the only member of the LLC is not an individual, the LLC income and expenses are reported on the owner/member's tax return.
- If you do not wish to accept the default classification of disregarded entity, you can:
 - File **Form 8832** (Entity Classification Election) to elect **corporate status**, or
 - File **Form 2553** (Election by a Small Business Corporation) to elect **S corporation status**.
- Single-member LLCs may not file a **partnership return**.



You may not continue if:

- You are an **individual** and are the owner of a **single-member LLC with employees**, and you do not already have a sole proprietor EIN.

If you need to change your type of structure, we recommend that you do so **now**, otherwise you will have to start over and re-enter your information. Additional help may be found by reviewing **all types of organizations and structures** before making your selection.

Help Topics

- ? Why do I need two EINs if I am a single-member LLC with employees?
- ? What is Form 1040?
- ? What is Form 8832?
- ? What is Form 2553?

<< Change Type

Continue >>

No ~~E~~ EIN Needed



Dr. Khalil Nasser
Revision Real Estate LLC,
1337 Delaware St,
Denver, CO 80204

January 6, 2020

Subject: Authorization from the owner to act on his behalf

To whom it may concern,

With reference to 1332 E 22nd Ave Rezoning Application, I, Dr. Khalil Nasser, sole owner of Revision Real Estate LLC who is the sole owner of the referenced property, give Mr. Zeke Freeman of Root Architecture and Development LLC, the authority to submit all the relevant and required documents on my behalf and process all related actions as per the need of the rezoning process with the City and County of Denver Community Planning and Development Department.

Sincerely,

Dr. K. Nasser

A handwritten signature in black ink that reads "Khalil Nasser".

**GOOD NEIGHBOR AGREEMENT
FOR
CHAMBERLAIN MANSION
Located at 1332 East 22nd Avenue, Denver Colorado**

June 2020

Background:

Chamberlain Mansion was built in 1889 and has both historical and architectural value to the City of Denver.

The property is currently zoned U-TU-B. The owners are proposing an addition to the current zoning of UO-3 (Historic Structure Use Overlay District), with waiver. The UO-3 overlay district stops on the west side of Lafayette Street, opposite our property on the west side of Lafayette Street. Extending the overlay district to include the Chamberlain Mansion seems only fitting and appropriate.

Purpose:

This Good Neighbor Agreement (GNA) describes the agreements and expectations established and entered into by City Park West Neighborhood Organization, Capitol Hill United Neighborhoods, Inc., and Uptown Urban Design Forum.

This document defines the intent and agreement of all parties involved, by laying out and defining expectations and responsibilities for how The Chamberlain Mansion will be operated.

General Agreement and Guiding Principles:

To address the concerns raised and to achieve our mutual goals, the parties agree to the following:

- I. **Operations and Mission of the Chamberlain Mansion:**
 - a. The mission of the Chamberlain Mansion is to provide small, single groups with a relaxing, comfortable, and safe environment to create memorable experiences in Denver while enjoying a beautiful part of Denver's history. We will use much of the proceeds from this operation to improve and maintain Chamberlain Mansion as the architectural asset it is in our community.

- II. **Full-time on-site resident manager**
 - a. The owners of Chamberlain Mansion will ensure that a full-time resident manager lives on-site. This manager will be responsible for all day-to-day management of the Mansion and its guests. They will be the single point of contact for any questions and concerns from the neighborhood.

- III. **Guest Clientele**
 - a. Will be limited to single group use; meaning the guests using the Mansion at any given time will be related, associates or friends.
 - b. There will not be any single room rentals to unassociated guests.
 - c. We do not anticipate any changes to our commitment of providing small, single group rentals. If this use changes, the owners and signatory to this agreement will review and revise this Good Neighbor Agreement.

IV. Parking

- a. A minimum of four (4) parking spaces will be provided on-site. Given the clientele the Mansion will be serving, the parties to this agreement believe this to be generally adequate.
- b. The Resident Manager will be required to park on-site.
- c. To address any additional parking concerns;
 - i. All marketing material, reservations, etc. will inform guests of the need to park on-site.
 - ii. When checking in, the manager will explain the parking requirements and ask that all guests park on-site.
 - iii. The manager will ensure that in the improbable event a guest is not able to park on-site, they will only park adjacent to our property on either East 22nd Avenue or North Lafayette Street.

V. Obligations of Registered Neighborhood Organizations

- a. In consideration of the agreements above, the undersigned Registered Neighborhood Organizations agree to support the zoning request for inclusion in the UO-3 overlay district, and variance permitting the bed and breakfast use in a Historic Structure regardless of if the owner uses the structure as their primary residence or not. All other provisions of the Denver Zoning Code, Section 9.4.4.8.F will apply.

VI. Agreement of the Parties

- a. The parties agree that this Good Neighbor Agreement will run with the land at 1332 East 22nd Avenue for as long as this property is used in the manner anticipated in this agreement.
- b. Any party to this agreement may choose to record this Good Neighbor Agreement with the Denver Clerk and Recorder.

Signed and dated by the following interested parties:

Chamberlain Mansion

Signed: 
Khalil Nasser, Manager of Revision Real Estate, LLC

Date: 07/05/2020

Uptown Hospital District Urban Design Forum

a Collective of RNO's, Hospitals, Residents and Businesses in the Area

Signed: _____
Marty Jones, Chairperson

Date: _____

IV. Parking

- a. A minimum of four (4) parking spaces will be provided on-site. Given the clientele the Mansion will be serving, the parties to this agreement believe this to be generally adequate.
- b. The Resident Manager will be required to park on-site.
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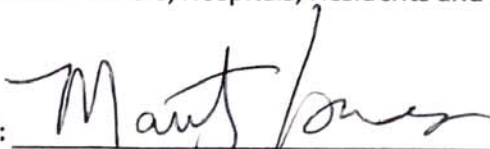
Chamberlain Mansion

Signed: _____
Khalil Nasser, Manager of Revision Real Estate, LLC

Date: _____

Uptown Hospital District Urban Design Forum

a Collective of RNO's, Hospitals, Residents and Businesses in the Area

Signed:  _____
Marty Jones, Chairperson

Date: June 29, 2020

Capitol Hill United Neighborhoods, Inc.

a Colorado Nonprofit Corporation & Denver Registered Neighborhood Organization

Signed: _____



Travis Leiker, MPA
President | Board of Directors

Date: JUNE 25, 2020

City Park West Neighborhood Organization

a Colorado Nonprofit Corporation & Denver Registered Neighborhood Organization

Signed: _____

Date: _____

Capitol Hill United Neighborhoods, Inc.

a Colorado Nonprofit Corporation & Denver Registered Neighborhood Organization

Signed: _____
Travis Leiker, MPA President, Board of Directors

Date: _____

City Park West Neighborhood Organization

a Colorado Nonprofit Corporation & Denver Registered Neighborhood Organization

Signed:  _____
Joella Untied, President City Park West

Date: 7/1/20