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AUG 29 2025

LIQUOR ENF. DIVISION

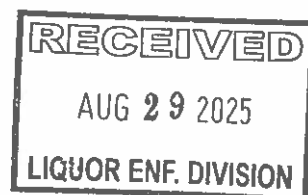
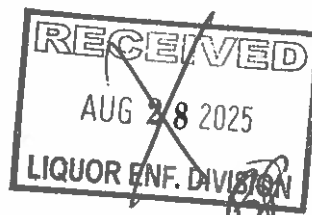
August 29, 2025

Via Hand Delivery:

CO Dept of Revenue
Liquor Enforcement Division
1707 Cole Blvd Suite 300
Lakewood, CO 80401

Brian Proffitt, Esq.*
BProffitt@RunProLaw.com

*Admitted to Practice in Colorado



RE: Z Golf Food & Beverage Services LLC – Master File Update Application #03-09415

To Whom it May Concern:

Enclosed please find a Report of Changes application submitted on behalf of Z Golf Food & Beverage Services LLC dba Wedgewood, located at 43885 Business Park Drive #229 Temecula CA 92590. The request is to update the Master File, state license# 03-09415. No fees are included, since this is for removal of officers only. There are only 2 remaining officers for this Master File: William J Zaruka & Trevor Bradshaw – All other officers should be removed per the included Incumbency Certificate.

If you have any questions regarding the application, please do not hesitate to contact me at (303) 916-6983 or BProffitt@runprolaw.com.

Runco & Proffitt, P.C.
A Colorado Professional Corporation

A handwritten signature in black ink, appearing to read "Brian C. Proffitt".

Brian C. Proffitt, Esq.

Enclosures

Z GOLF FOOD & BEVERAGE SERVICES, LLC
[Master File Update]

- A. Report of Changes (DR 8177)
 - 1. Attachment A - List of Locations
 - 2. Attachment B - List of Officers

- B. Z Golf Food & Beverage Services, LLC – Corporate Documents
 - 1. (CA) Articles of Organization
 - 2. (CA) Certificate of Amendment
 - 3. Second Amended and Restated Limited Liability Company Agreement of Z Golf Food & Beverage Services, LLC
 - 4. (CO) Statement of Foreign Entity Authority
 - 5. (CO) Statement of Correction Correcting Information for Historical Purposes
 - 6. (CO) Certificate of Fact of Good Standing
 - 7. Incumbency Certificate

Do Not Write In This Space

Report of Changes Corporation, Limited Liability Company and Partnership Liquor and Fermented Malt Beverage Licenses

☒ LLC/Partnership ☐ Corporation

See Instructions and Fee Schedule on Page 1 and 2

Corporate/LLC Partnership Name	State Tax Account Number	State Liquor License Number
Z Golf Food & Beverage Services, LLC	30082667-0000	03-09415 (Master File)
Trade Name	Telephone Number	
See Attached	(951) 491-8110, ext. 326	
Address of Licensed Premises		
See Attached		
City	State	ZIP Code
See Attached		
Mailing Address if different than above		
43885 Business Park Drive #229		
City	State	ZIP Code
Temecula	CA	92590

List all officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner **Must Fill Out** a DR 8404-I (Individual History Record).

Position Held	Name	Date of Birth (MM/DD/YY)
See Attached		
Home Address		Replaces
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address		Replaces
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address		Replaces
Position Held	Name	Date of Birth (MM/DD/YY)
Home Address		Replaces

List all 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed **Must Fill Out a DR 8404-I (Individual History Record)**

Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Wedgewood Intermediate Holding Corporation	100%	N/A
Home Address	Replaces	
43885 Business Park Drive #229, Temecula, CA 92590	Existing	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Date of Birth (MM/DD/YY)
Home Address	Replaces	
Registered Agent		
Corporation Service Company		
Address For Service		
1900 West Littleton Blvd, Littleton, CO, 80120		

Oath of Application

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

Authorized Signature

William Jones

Title

CEO

Date (MM/DD/YY)

8/25/25

Report of Local Licensing Authority

The foregoing changes have been received and examined by the Local Licensing Authority.

Local Licensing Authority For

☐ County ☐ Town/City

Authorized Signature

Title

Date (MM/DD/YY)

Attest

Date (MM/DD/YY)

Do Not Write In This Space – For Department of Revenue Use Only

Liability Information

License Account Number

Applicant ID

Check Number

Total

ATTACHMENT A

Applicant holds fourteen (14) licenses in Colorado:

Della Terra by Wedgewood Weddings
3501 Fall River Rd.
Estes Park, CO 80517
License No.: 03-22961

Wedgewood at Boulder Creek
38470 Boulder Canyon Dr.
Boulder, CO 80302
License No.: 03-03872

Wedgewood Wedding & Banquet Center
3212 N. Overland Tr.
Laporte, CO 80535
License No.: 03-04400

Wedgewood at Black Forrest
12375 Black Forrest Dr.
Colorado Springs, CO 80908
License No.: 03-06449

Wedgewood at Brittany Hill
9350 Grant St.
Thornton, CO 80229
License No.: 03-07074

Wedgewood at Ken Caryl
11851 Shaffer Dr.
Littleton, CO 80127
License No.: 03-07132

Mountain View Ranch by Wedgewood Weddings
11848 So. Elk Creek Rd.
Pine, CO 80470
License No.: 03-24392

Wedgewood Weddings at Mountain View Ranch Creekside
11883 So. Elk Creek Rd.
Pine, CO 80470
License No.: 03-09485

WedgeWood Weddings at Mountain View Ranch, Willows
11853 So. Elk Creek Rd.
Pine, CO 80470
License No.: 03-09560

Ashley Ridge by Wedgewood Weddings
8199 So. Park Ct.
Littleton, CO 80120
License No.: 03-12093

Craftwood Peak by Wedgewood Weddings
404 El Paso Blvd.
Manitou Springs, CO 80829
License No.: 03-18573

Pines at Genesee by Wedgewood Weddings
633 Park Point Dr.
Golden, CO 80401
License No.: 03-18971

Creeside Terrace by Wedgewood Weddings
5515-5605 Palmer Park Blvd.
Colorado Springs, CO 80915
License No.: 03-22646

Briarhurst Manor Estate by Wedgewood Weddings
404 Manitou Ave.
Manitou Springs, CO 80829
License No.: 03-24262

Lioncrest by Wedgewood Weddings
603 Indian Lookout Rd.
Lyons, CO 80540
License No.: PENDING

ATTACHMENT B

List of Officers of Z Golf

Position Held	Name	Address	DOB	Replaces
Manager	William Zaruka	41246 Cresta Verde Ct. Temecula CA 92592	8/15/1976	Existing
Manager	Trevor Bradshaw	832 Arden Dr. Encinitas, CA 92024	8/5/1983	Existing
President	William Zaruka	41246 Cresta Verde Ct. Temecula CA 92592	8/15/1976	John W. Zaruka
VP	Vacant	N/A	--	Erik Maurer
VP	Vacant	N/A	--	Brett Holcomb
CEO	William Zaruka	41246 Cresta Verde Ct. Temecula, CA 92592	8/15/1976	Existing
Treasurer	Trevor Bradshaw	832 Arden Dr. Encinitas, CA 92024	8/5/1983	Existing
CFO	Trevor Bradshaw	832 Arden Dr. Encinitas, CA 92024	8/5/1983	Existing
Secretary	Trevor Bradshaw	832 Arden Dr. Encinitas, CA 92024	8/5/1983	Erik Maurer
Asst. Sec.	Vacant	N/A	--	Brett Holcomb



State of California

Bill Jones

Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.
IMPORTANT - Read instructions before completing this form.

File# 199931610080

FILED
In the Office of the Secretary of State
of the State of California

NOV - 9 1999

Bill Jones
BILL JONES, Secretary of State
This Space For Filing Use Only

1. Name of the limited liability company (end the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "LLC.")

Z Golf Course Food & Beverage Advisors, LLC

2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea limited liability company act.

3. Name the agent for service of process and check the appropriate provision below:

John Zaruka

which is

☒ an individual residing in California. Proceed to item 4.

☐ a corporation which has filed a certificate pursuant to section 1505. Proceed to item 5.

4. If an individual, California address of the agent for service of process:

Address: 2067 Alborado Dr.

City: Camarillo

State: CA

Zip Code: 93010

5. The limited liability company will be managed by: (check one)

☐ one manager

☐ more than one manager

☒ limited liability company members

6. Other matters to be included in this certificate may be set forth on separate attached pages and are made a part of this certificate. Other matters may include the latest date on which the limited liability company is to dissolve.

7. Number of pages attached, if any:

N/A

Type of business of the limited liability company.

Golf course food and beverage consulting and management

DECLARATION: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Signature of Organizer

November 8, 1999

Date

Type or Print Name of Organizer

PATRICK T. LOUGHMAN
Attorney for Z Golf Course Food &
Beverage Advisors, LLC

SEC/STATE (REV. 1/99)

FORM LLC-1 - FILING FEE \$70.00
Approved by Secretary of State

Certificate Verification No. 049985429 Date: 10/04/2022



State of California
Kevin Shelley
Secretary of State

LIMITED LIABILITY COMPANY
CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

FILED
In the office of the Secretary of State
of the State of California

SEP 29 2003

Kevin Shelley
KEVIN SHELLEY, SECRETARY OF STATE

This Space For Filing Use Only

1. SECRETARY OF STATE FILE NUMBER 199931610080	2. NAME OF LIMITED LIABILITY COMPANY Z Golf Course Food & Beverage Advisors, LLC
3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED IF NECESSARY. A. LIMITED LIABILITY COMPANY NAME (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO." OR THE ABBREVIATIONS "LLC" OR "L.L.C.") Z Golf Food & Beverage Services, LLC B. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY (CHECK ONE): <input type="checkbox"/> ONE MANAGER <input type="checkbox"/> MORE THAN ONE MANAGER <input type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S) C. AMENDMENT TO TEXT OF THE ARTICLES OF ORGANIZATION: D. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE A CHANGE IN THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE OR ANY CHANGE IN THE EVENTS THAT WILL CAUSE THE DISSOLUTION.	
4. FUTURE EFFECTIVE DATE, IF ANY: MONTH DAY YEAR	
5. NUMBER OF PAGES ATTACHED, IF ANY	
6. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED. <i>John W. Zaruka</i> SIGNATURE OF AUTHORIZED PERSON JOHN W. ZARUKA, Managing Partner TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON DATE 9/12/03	
7. RETURN TO: NAME Patrick T. Loughman FIRM Lowthorp, Richards, McMillan, et al. ADDRESS P.O. Box 5167 CITY/STATE Oxnard, CA 93031 ZIP CODE	

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
Z GOLF FOOD & BEVERAGE SERVICES, LLC
(a California limited liability company)**

This Second Amended and Restated Limited Liability Company Operating Agreement (this “Agreement”) of Z Golf Food & Beverage Services, LLC (the “Company”) is entered into as of June 20, 2025 by and between the Company and Wedgewood Intermediate Holding Corporation, a Delaware corporation and the sole member of the Company (the “Member”).

RECITALS

WHEREAS, the Company was formed on November 9, 1999 upon the filing of the Articles of Organization (the “Articles”) with the California Secretary of State under the name Z Golf Course Food & Beverage Advisors, LLC. The Company’s name was changed to Z Golf Food & Beverage Services, LLC upon the filing of a Certificate of Amendment on September 29, 2003 with the California Secretary of State.

WHEREAS, the Member and the Company entered into that certain Amended and Restated Limited Liability Company Operating Agreement on January 21, 2014 (the “Initial Agreement”) Upon the execution and delivery of this Agreement, this Agreement amends, restates and replaces the Initial Agreement in its entirety, and the Initial Agreement shall have no further force or effect.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Initial Agreement is hereby amended and restated and it is hereby agreed as follows:

AGREEMENT

1. Formation. The Company has been organized as a California limited liability company pursuant to the provisions of the California Revised Uniform Limited Liability Company Act, California Code Section 17001 et seq., as amended from time to time (the “Act”), and that, except as herein otherwise expressly provided, the rights, duties and liabilities of the Member as to the Company, shall be as provided in the Act.

2. Name. The name of the Company is Z Golf Food & Beverage Services, LLC.

3. Management.

A. Managers. The Company shall be a manager-managed limited liability company, and except for situations in which the approval of the Member is required by this Agreement or by non-waivable provisions of law, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, a board of managers (the “Board of Managers”) in accordance with this Agreement and the Act. The initial Board of Managers of the Company is set forth on Schedule I hereto. Except to the extent otherwise specifically provided herein or by non-waivable provisions of the Act or law, the Board of Managers shall have such authority, rights and powers in the management of the Company business to do any and all other acts and things, and shall make all decisions and take all actions for the Company, as it deems necessary, proper, convenient, advisable or appropriate in its sole discretion to carry out the purposes for which the Company has been formed and to further the interests of the Member. The managers (the “Managers”) shall be appointed from time to time by the Member, to serve on the Board of Managers. Each Manager is hereby designated as a “manager” of the Company within the meaning of Section 17701.01(n) of the Act.

B. Meetings of the Board of Managers. The Board of Managers may hold meetings,

both regular and special, within or outside the State of California. Regular meetings of the Board of Managers may be held without notice at such time and at such place as shall from time to time be determined by the Board of Managers. Special meetings of the Board of Managers may be called by the President on not less than one day's notice to each Manager by telephone, facsimile, mail, telegram, electronic mail or any other means of communication. Any person acting as the chairman of any meeting of the Board of Managers or any committee thereof shall be a U.S. Citizen. "U.S. Citizen" means a person that is a citizen of the United States within the meaning of 46 U.S.C. § 50501(a), (b) and (d), and the regulations promulgated thereunder, eligible and qualified to own and operate U.S.-flag vessels in the U.S. coastwise trade.

C. Limited Liability Company Qualifications and Filings. The Board of Managers shall cause to be filed such certificates or documents as may be determined by the Board of Managers in their sole discretion to be necessary or appropriate for the continuation, qualification and operation of a limited liability company in California and in any other jurisdiction in which the Company may elect to do business.

D. Resignation and Vacancies. Any Manager may resign at any time by giving written notice to the Company. Any vacancy occurring for any reason in any Manager position shall be filled in accordance with Section 3B.

E. Expenses of the Board of Managers. The Company shall pay the reasonable out-of-pocket expenses incurred by a Manager in connection with discharging any of his duties as a member of the Board of Managers upon submission to the Company of appropriate receipts or other evidence of payment.

F. Required Approvals. Unless otherwise provided in this Agreement and subject to applicable law, any decision, action, approval or consent required or permitted to be taken (i) by the Board of Managers, may be taken by the Board of Managers only by (A) the affirmative vote of a majority of the Managers, at a meeting of the Board of Managers where Managers possessing a majority of the votes are present in person or (B) without such meeting, without prior notice and without a vote, by written consent, setting forth the action so taken, signed by Managers possessing a majority of the votes, or (ii) by the Member by written consent, setting forth the action so taken, signed by the Member. For purposes of this Section 3G, a person shall be deemed to be present in person if such person is present by means of telephone, video-conferencing or any comparable arrangement. No Manager, in his capacity as such, shall have the authority to bind the Company except to the extent expressly authorized to do so by resolution of the Board of Managers; *provided* that nothing in this sentence shall affect the validity of any decision, action, approval or consent of the Board of Managers adopted in the manner contemplated by subsection (a) of this Section 3G. No vote, approval or consent by the Member is needed for: (1) any conversion of the Company into a different form of entity as contemplated by the Act; or (2) any compromise of any obligation of the Member to make a contribution (or to return money or other property paid or distributed in violation of the Act).

G. Appointment of Officers. The Board of Managers may appoint one or more of the following officers: Chairman, Chief Executive Officer, President, Chief Financial Officer, Vice President(s), Secretary, Treasurer, Assistant Secretary and Assistant Treasurer. The Board of Managers may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

i. Chairman. The Chairman, if there be a Chairman, shall preside at all meetings of the Board of Managers and shall have general charge of the business, affairs and property of the Company, and control over its officers, agents and employees. The Chairman may execute contracts and instruments in the name of the Company, and may, with the secretary, assistant secretary, treasurer or assistant treasurer, sign certificates (if any) for units of the Company. The Chairman shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement. Whenever the Chief Executive Officer and

President are unable to serve, by reason of sickness, absence or otherwise, the Chairman shall perform all the duties and responsibilities and exercise all the powers of the Chief Executive Officer and President.

ii. *Chief Executive Officer.* The Chief Executive Officer, if there be a Chief Executive Officer, shall in general supervise and control all of the business affairs of the Company, subject to the direction of the Board of Managers. The Chief Executive Officer shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The Chief Executive Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. The Chief Executive Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iii. *President.* The President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer, shall have the general direction of the affairs of the Company except as otherwise prescribed by the Board of Managers and shall be subject to the direction of the Board of Managers. The President shall have the authority to hire, retain, fire or discharge any agent or employee of the Company. The President may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President, if there be any, shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall have such other powers and perform such other duties as may be prescribed by the Board of Managers or as may be provided in this Agreement.

iv. *Chief Operating Officer.* The Chief Operating Officer, if there be a Chief Operating Officer, shall in general supervise and control all of the business operations of the Company, subject to the direction of the President along with the Chief Executive Officer of the Company, if there be a Chief Executive Officer. The Chief Operating Officer may execute, in the name and on behalf of the Company, any deeds, mortgages, bonds, contracts or other instruments which the Board of Managers or a committee thereof has authorized to be executed, except in cases where the execution shall have been expressly delegated by the Board of Managers or a committee thereof to some other officer or agent of the Company.

v. *Vice-Presidents.* The Vice Presidents shall have such powers and perform such duties as shall be determined from time to time by the Chief Executive Officer, President and the Board of Managers.

vi. *Secretary and Assistant Secretaries.* The Secretary and any Assistant Secretary shall have authority to attest any signature on behalf of the Company or to affix the seal of the Company, if any, to any instrument requiring it (and to attest the fixing by his signature). The Board of Managers may also give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his signature. The Secretary shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe. The Assistant Secretary, or if there be more than one, the Assistant Secretaries, in the order determined by the Board of Managers (or if there be no such determination, then in the order of their election) shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Managers may from time to time prescribe.

vii. *Chief Financial Officer and/or Treasurer.* The Chief Financial Officer of the Company shall keep full and correct account of receipts and disbursements and all transactions involving the Company, shall maintain the financial books and records of the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company, in such banks of deposit as may be designated by the Board of Managers. He shall dispose of funds of the Company as may be ordered by the Board of Managers, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer, President and the Board of Managers, whenever they may require it of him, an account of all his transactions of, and the financial condition of, the Company. The Chief Financial Officer shall perform such other duties as may be assigned to him from time to time by the Chief Executive Officer, President and Board of Managers. The Treasurer shall also perform such other duties as may be assigned to him from time to time by the Board of Managers. If the Board of Managers chooses not to elect a Treasurer, the Chief Executive Officer or President shall perform the duties of the Treasurer.

viii. *Assistant Treasurer.* The Assistant Treasurer shall, in the absence or disability of the Treasurer, exercise the powers and perform the duties of the Treasurer; and he or they shall perform such other duties as the Board of Managers or the Chief Executive Officer or President may from time to time prescribe.

ix. *Controller.* The Controller, if any, shall maintain the corporate books and records, prepare and monitor the operating budgets, financial plans and construction budgets, determine and pay the Company's tax liability, prepare the Company's insurance reports, and render an accounting of all transactions of, and the financial condition of, the Company. The Controller shall also perform such other duties as the Chief Executive Officer, President and Board of Managers may from time to time prescribe.

x. *Assistant Controller.* At the request of the Controller, or in his absence or inability to act, the Assistant Controller shall perform the duties of the Controller and when so acting shall have all the powers of and be subject to all the restrictions of the Controller. The Assistant Controller shall perform such other duties as the Chief Executive Officer, President, Controller and Board of Managers may from time to time prescribe.

H. Compensation. The salaries of all officers of the Company shall be determined by the Board of Managers.

J. Term of Office, Removal and Vacancies. Any officer elected or appointed by the Board of Managers may be removed at any time by the Board of Managers. Any vacancy occurring in any office of the Company may be filled by the Board of Managers.

4. Tax Treatment. The parties intend that the Company be treated as a "disregarded entity" for federal and state income tax purposes. The Company will not elect to be treated as an association taxable as a corporation under Regulations Section 301.7701-3(c) (or any corresponding applicable provisions of federal, state or local law).

5. Exculpation; Reliance. Neither the Member, a Manager or officer of the Company shall be liable to the Company or to the Member for any action (or omission to act) taken with respect to the Company so long as the Member, Manager or officer (a) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Company, (b) was neither grossly negligent nor engaged in willful malfeasance, (c) did not breach this Agreement in any material respect and, in the case of any executive, did not breach any employment agreement or executive securities agreement in any material respect, and (d) did not violate any material law. The Member and any Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, reports or statements presented to the Company by any of its other Managers, members, officers, employees or committees of the Company, or by any other person as to matters the Member or Manager reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by the

Company, including information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence or amount of assets from which distributions to the Member might properly be paid.

6. Liability and Indemnification.

A. The Managers, officers and Member will not be liable, in their capacities as such, for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act will not be grounds for imposing liability on the Manager, officers or Members for liabilities of the Company.

B. The Managers, officers and Member will not be liable to the Company for any act or omission based upon errors in judgment or other fault in connection with the business or affairs of the Company, except for any such liability for losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determines resulted from the fraud or willful violation of law by such Manager, officer or Member, as the case may be.

C. The Company will indemnify and hold harmless the Managers, officers and Member (each, an "Indemnitee") to the maximum extent permitted by law, from and against any and all losses, claims, damages, liabilities (joint and several), expenses, judgments, fines, settlements, and other amounts (including legal fees and expenses, as such fees and expenses are incurred) arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (i) in which an Indemnitee may be involved, as a party, a threatened party, or otherwise, by reason of his or its participation in the management of the Company's affairs or rendering of advice or consultation with respect thereto, or being or having been, at the request of the Company, a general partner, member, director, officer, employee, or agent of any partnership, joint venture, limited liability company, corporation, trust, or other entity, or (ii) that relate to the Company, its business, or its affairs. Indemnification under this Section 6C will be permitted whether or not the Indemnitee continues to hold any of the aforementioned positions or continues to act in any of the aforementioned capacities at the time any such liability or expense is paid or incurred.

7. Insurance. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

8. Membership Interests. The Member holds 100% of the limited liability company interests in the Company (the "Membership Interest").

9. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, such provision will be deemed severed from the remainder of this Agreement and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and will not cause the invalidity or unenforceability of the remainder of this Agreement.

10. Headings. The section and other headings contained in this Agreement are for convenience only and shall not be deemed to limit, characterize or interpret any provisions of this Agreement.

11. Effective Date. This Agreement is effective as of the date first written above.

12. Term. The term of the Company began on the date the Articles were filed and will continue until the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

13. Allocations and Distributions. All items of income and loss of the Company will be allocated to the Member. Distributions will be made to the Member at the times and in the amounts determined by the Member.

14. Assignment. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise transfer (including by operation of law) all or any portion of its membership interest in the Company.

15. Conflicts of Interest.

A. The Member will be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company.

B. The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The Member may lend money to and transact business with the Company. The rights and obligations of the Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company will be voidable solely because the Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

16. Admission of Additional Members. The Member may admit one or more additional members to the Company upon such terms as will be set forth in an amendment or restatement of this Agreement.

17. Dissolution.

A. The Company will be dissolved and its affairs wound up, at the election of the Member. Notwithstanding any provision of the Act to the contrary, the Company will continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or any other event that terminates the continued membership of a Member.

B. Upon dissolution, the Company will cease carrying on (as distinguished from the winding up of) the Company's business, but the Company will not then be terminated, but will continue until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the California Secretary of State.

C. The winding up of the Company will be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member will deliver a Certificate of Dissolution to the California Secretary of State for filing. The Certificate of Dissolution will set forth the information required by the Act.

18. Meetings. No annual or regular meetings of the Company are required to be held. However, if such meetings are held, such meetings will be held and conducted pursuant to the Act.

19. Governing Law. The interpretation and enforceability of this Agreement will be governed by, and construed under, the laws of the State of California, all rights and remedies being governed by said laws. To the extent permitted by the Act and other applicable law, the provisions of this Agreement will supersede any contrary provisions of the Act or other applicable law.

20. Rights of Creditors and Third Parties. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party will have any rights under this Agreement or any agreement between the Company and the Member with respect to any

capital contribution or otherwise.

21. Entire Agreement: Amendment. This Agreement represents the entire agreement between the Member and the Company and supersedes any prior written or oral agreement respecting the Company. This Agreement only may be amended by the written consent of the Member.

22. References to the Company and Other References. References to the “Company” shall include, in addition to the surviving corporation in a merger, any merging corporation or limited liability company (including any corporation or limited liability company having merged with a merging corporation or limited liability company) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its managers, members of the board of managers, directors, officers and employees or agents, so that any person who was a manager, member of the board of managers, director, officer, employee or agent of such merging corporation or limited liability company, or was serving at the request of such merging corporation or limited liability company, as a manager, member of the board of managers, director, officer, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, shall stand in the same position under the provisions of this Agreement with respect to the surviving corporation or limited liability company as such person would have with respect to such merging corporation or limited liability company, if its separate existence had continued.

23. Certain Definitions. For purposes of this Agreement, each reference to “other enterprise” shall include employee benefit plans; and references to “serving at the request of the Company” shall include any service as a Manager, officer, employee or agent of the Company which imposes duties on, or involves services by such person with respect to an employee benefit plan, its participants, or beneficiaries.

24. Interpretation. As used in this Agreement, the masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. Terms defined in the current tense shall have a comparable meaning when used in the past or future tense and vice versa. Terms defined as a noun shall have a comparable meaning when used as an adjective, adverb, or verb and vice versa. Whenever the term “include” or “including” is used in this Agreement, it shall mean “including, without limitation” (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. Unless otherwise limited, the words “hereof”, “herein” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision. As used herein, “person” means any individual, partnership, corporation, limited liability company, joint venture, trust, estate, association or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof. Each reference herein to any entity includes any successor thereto.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Second Amended and Restated Limited Liability Company Agreement of Z Golf Food and Beverage Services, LLC, as of the date first written above.

**WEDGEWOOD INTERMEDIATE
HOLDING CORPORATION**

Signed by:
By: Bill Zaruka
Name: William Zaruka
Title: President and Chief Executive Officer

Schedule I

Board of Managers

William Zaruka

Trevor Bradshaw

[Signature Page to Second A&R LLCA of Z Golf]

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

E-Filed

Colorado Secretary of State
Date and Time: 01/15/2014 11:31 AM
ID Number: 20141029572
Document number: 20141029572
Amount Paid: \$100.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20141029572
(Colorado Secretary of State ID number)

Entity name Z GOLF FOOD & BEVERAGE SERVICES, LLC

True name
(if different from the entity name) _____

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction California

3. The principal office address of the entity's principal office is

Street address 4338 Business Park Drive
(Street number and name)

Temecula CA 92590
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name
(if an individual) _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) Corporation Service Company

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

Street address

1560 Broadway

(Street number and name)

Suite 2090

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 01/17/2014.
(mm/dd/yyyy)

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

☐ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Thornson

(Last)

Betty

(First)

A.

(Middle)

(Suffix)

1 South Dearborn Street

(Street number and name or Post Office Box information)

2900 Floor

Chicago

(City)

IL

(State)

60603

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

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

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

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet 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/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Business Program
Colorado Secretary of State
1700 Broadway, Ste. 550 Denver, CO 80290
Phone: 303-894-2200
Email: Business@coloradosos.gov



Fax: 303-869-4864
Website: www.coloradosos.gov

Colorado Secretary of State
ID#: 20141029572
Document #: 20251829581
Filed on: 07/28/2025 01:37:08 PM
Paid: \$10.00

Statement of Correction Correcting Information for Historical Purposes

Filed pursuant to §7-90-305 of the Colorado Revised Statutes (C.R.S.)

Section 1 – Entity information

The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number (Colorado Secretary of State ID number):

20141029572

Entity Name or True name:

Z GOLF FOOD & BEVERAGE SERVICES, LLC

Section 2 – Document information

The document number of the filed document being corrected is:

20251110147

Section 3 – Statement as corrected

The following statement is adopted by marking the box.



The information contained in the filed document identified above that is incorrect is identified in the attachment and such information, as corrected, is stated in the attachment.

Section 4 – Additional information (if applicable)

If applicable, adopt the following statement by marking the box and include an attachment.



The document contains additional information as provided by law.

Section 5 – Notice of perjury

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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

Section 6 – Filer information

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

Last name	First name	Middle	Suffix
Zaruka	William		

Address 1

43385 Business Park Dr

Address 2

Suite 120

City

Temecula

State

CA

ZIP code

92590

Province (if applicable)

Country

United States

If applicable, adopt the following statement by marking the box and include an attachment:

☐

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

Section 7 – Disclaimer

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet 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/cover sheet.

Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State

Colorado Secretary of State
ID#: 20141029572
Document #: 20251110147
Filed on: 01/26/2025 10:02:53 PM
Paid: \$25.00

Periodic Report **Corrections**

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is Z GOLF FOOD & BEVERAGE SERVICES, LLC

The entity ID Number is 20141029572

Jurisdiction under the law of which the entity was formed or registered is

California

The principal office street address is

43385 Business Park Dr Ste ~~220~~ **should be: Suite 120**
Temecula CA 92590
US

The principal office mailing address is

43385 Business Park Dr Ste ~~220~~ **should be: Suite 120**
Temecula CA 92590
US

The name of the registered agent is Corporation Service Company

The registered agent's street address is

1900 W Littleton Blvd
Littleton CO 80120
US

The registered agent's mailing address is

1900 W Littleton Blvd
Littleton CO 80120
US

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

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

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

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

William Zaruka

~~41246 Cresenta Verde Ct~~

~~Temecula, CA 92592~~

US

should be: 43385 Business Park Dr Suite 120

Temecula, CA 92590

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Z GOLF FOOD & BEVERAGE SERVICES, LLC

is an entity formed or registered under the law of California has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20141029572 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/06/2025 that have been posted, and by documents delivered to this office
electronically through 08/07/2025 @ 14:06:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 08/07/2025 @ 14:06:11 in accordance with applicable law.
This certificate is assigned Confirmation Number 17567375 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

INCUMBENCY CERTIFICATE

I, William Zaruka, President and Chief Executive Officer of Z GOLF FOOD & BEVERAGE SERVICES, LLC, hereby certify that as of this date, each person listed below is a duly elected officer of said limited liability corporation holding the office indicated below opposite his or her name.

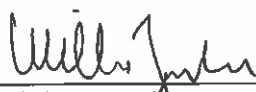
NAME

OFFICE

William Zaruka
Trevor Bradshaw

President and Chief Executive Officer
Chief Financial Officer, Treasurer and Secretary

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of August, 2025.



William Zaruka
President and Chief Executive Officer

