

## Permit Application and Report of Changes

<b>Current License Number</b> <u>4703315</u> <b>All Answers Must Be Printed in Black Ink or Typewritten</b> <b>Local License Fee \$</b> <u>750.00</u>		
1. Applicant is a <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership ..... <input checked="" type="checkbox"/> Limited Liability Company		Present License Number  <b>4703315</b>
2. Name of Licensee <p style="text-align: center;"><b>Littleton Discount Liquors, LLC</b></p>		3. Trade Name <p style="text-align: center;"><b>Littleton Discount Liquors</b></p>
4. Location Address <p style="text-align: center;"><b>2737 W. Belleview Avenue</b></p>		
City <p style="text-align: center;"><b>Littleton</b></p>	County <p style="text-align: center;"><b>Arapahoe</b></p>	ZIP <p style="text-align: center;"><b>80123</b></p>
<b>SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.</b>		
<b>Section A – Manager reg/change</b>		<b>Section C</b>
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE		<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00 <input checked="" type="checkbox"/> Change Location Permit (ea) ..... 150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____
<b>Section B – Duplicate License</b>		
• Liquor License No. _____ <input type="checkbox"/> Duplicate License ..... \$50.00		<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation      No Fee
<b>Do Not Write in This Space – For Department of Revenue Use Only</b>		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		<b>TOTAL AMOUNT DUE</b> \$ _____ .00

# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

**Section A**

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

**Section C**

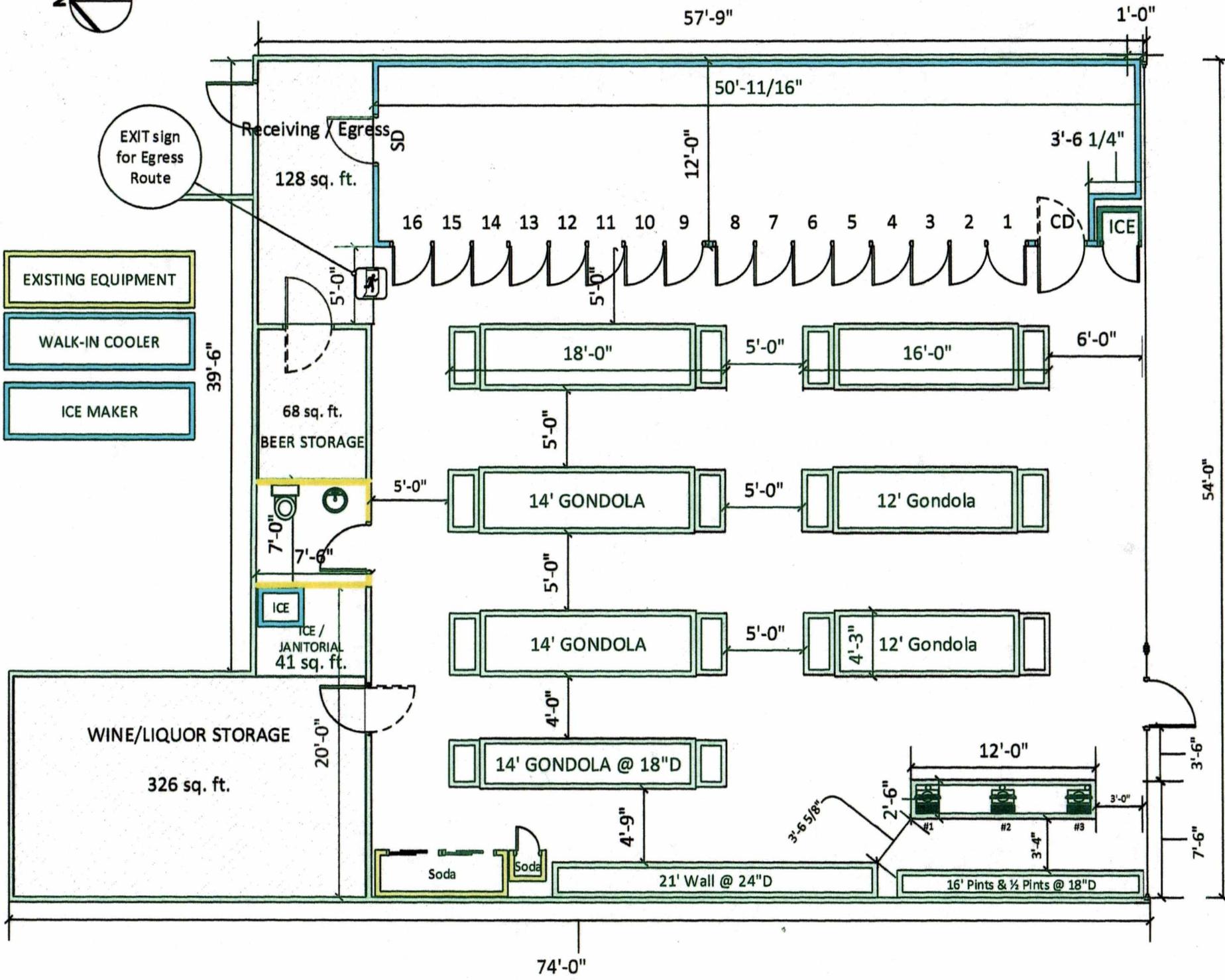
Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

<b>Storage Permit</b>	<p><b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b></p> <p><input type="checkbox"/> <b>Retail Warehouse Permit for:</b></p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> <b>Wholesalers Branch House Permit</b></p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
<b>Change Trade Name or Corporate Name</b>	<p><b>6. Change of Trade Name or Corporation Name</b></p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
<b>Change of Location</b>	<p><b>7. Change of Location</b></p> <p><b>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</b></p> <p><b>Date filed with Local Authority</b> <u>9/18/2018</u>      <b>Date of Hearing</b> <u>11/14/2018</u></p> <p>(a) Address of current premises <u>2737 W. Belleview Avenue</u></p> <p style="padding-left: 20px;">City <u>Littleton</u> County <u>Arapahoe</u> Zip <u>80123</u></p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address <u>2753 W. Belleview Avenue</u></p> <p style="padding-left: 20px;">City <u>Littleton</u> County <u>Arapahoe</u> Zip <u>80123</u></p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address <u>2753 W. Belleview Avenue</u></p> <p style="padding-left: 20px;">City <u>Littleton</u> County <u>Arapahoe</u> State <u>CO</u> Zip <u>80123</u></p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

<b>Change of Manager</b>	<p><b>8. Change of Manager</b> or to <b>Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)          Former manager's name _____          New manager's name _____</p> <p>(b) Date of Employment _____          Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/>          Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/>          If yes, give name and location of establishment _____          _____</p>
<b>Modify Premises or Addition of Optional Premises or Related Facility</b>	<p><b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b></p> <p><b>NOTE:</b> Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____          _____          _____</p> <p>(b) <b>If the modification is temporary</b>, when will the proposed change:          Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p><b>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</b></p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?          (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
<b>Campus Liquor Complex Designation</b>	<p><b>10. Campus Liquor Complex Designation</b></p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<b>Additional Related Facility</b>	<p><b>11. Additional Related Facility</b></p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<b>Oath of Applicant</b>		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>[Handwritten Signature]</i>	Title <i>LLC Sale Member</i>	Date <i>9/16/2018</i>
<b>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</b>		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. <b>Therefore, This Application is Approved.</b>		
Local Licensing Authority (City or County) <i>City of Littleton</i>	Date filed with Local Authority <i>9/18/18</i>	
Signature	Title <i>Authority Chair</i>	Date
<b>Report of STATE Licensing Authority</b>		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date



**THIRD AMENDMENT  
TO STANDARD SHOPPING CENTER LEASE  
(Littleton Discount Liquors)**

THIS THIRD AMENDMENT TO STANDARD SHOPPING CENTER LEASE ("Third Amendment") is entered into by 2727 West Belleview Development LLC, a Colorado limited liability company, Successor in Interest to Centennial Square, LLC ("Landlord"), and Littleton Discount Liquors LLC, a Colorado corporation ("Tenant") is dated effective May 17, 2018 (the "Effective Date").

Recitals

A. Landlord and Tenant, through their predecessors-in-interest, entered into that certain Standard Shopping Center Lease dated April 27, 2006 (the "Original Lease"), as amended by that certain First Amendment to Lease dated July 13, 2011 ("First Amendment"), and that certain Second Amendment to Lease dated October 11, 2016 (collectively, the "Lease"), with regard to certain premises commonly known as 2737 West Belleview Avenue, Littleton, Colorado 80123 (the "Leased Premises" as defined in the Lease). Any capitalized but undefined terms used herein are defined as set forth in the Lease.

B. Landlord and Tenant desire to relocate the Leased Premises within the Shopping Center, extend the term of the Lease with respect to such relocated premises, modify Base Rent and Tenant's Pro Rata Share in connection with such relocation, and to otherwise amend the Lease as set forth herein.

In consideration of the covenants contained in the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are hereby incorporated by this reference.
2. **Relocation of Leased Premises.**

(a) As used herein, the "Original Premises" means the Leased Premises as of the date of this Third Amendment, as generally indicated on Exhibit A attached hereto, and the "New Premises" means the unit of the Shopping Center to be known as Unit 2753, consisting of approximately 3,600 square feet, as generally indicated on Exhibit B attached hereto.

(b) Effective as of the Delivery Date, as defined below, Landlord leases to Tenant, and Tenant leases from Landlord and agrees to take possession of, the New Premises, subject to this Third Amendment.

(c) As of the Delivery Date, as defined in Section 5 below, the New Premises shall be included within the Leased Premises for all purposes under the Lease (provided, however, that (i) Tenant shall not be obligated to pay Base Rent or other rent with respect to the New Premises until the Relocation Date, as defined below in this subsection; and (ii) upon the Relocation Date, the Lease shall terminate as to the Original Premises and the Original Premises shall thereafter be excluded from the Leased Premises, as set forth below). The Leased Premises square footage shall, as of the Relocation Date, be deemed increased to 3,600, and Tenant's Pro Rata Share shall be accordingly modified to be the total rentable area of the New Premises divided by the total rentable area of the Shopping Center as of the Relocation Date, estimated to be 6.268%, subject to adjustment as set forth in Section 3.3 of the Original Lease. In connection therewith, Landlord and Tenant agree that Tenant shall vacate the Original Premises and the

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Lease shall terminate solely as to the Original Premises as of the Relocation Date. Tenant agrees to surrender the Original Premises all in accordance with the Lease terms related to surrender on or before the Relocation Date. For the calendar month in which the Relocation Date occurs, Tenant shall pay Base Rent for the Original Premises as set forth in the Lease (i.e., the full amount of such Base Rent payment shall be paid on the first day of such month), provided that the prorated portion of such Base Rent paid for the Original Premises for the period from the Relocation Date through the end of such month shall be credited to the initial installment of Base Rent for the New Premises as set forth in Section 3 below. The Site Plan attached hereto as Exhibit B sets forth the approximate depiction of the New Premises as it will be demised in connection with Landlord's Remaining Work (defined below), which Site Plan fully supersedes and replaces Exhibit A attached to the Lease. As used herein, the "Relocation Date" means the earlier to occur of: (i) the ninetieth (90th) calendar day following the Delivery Date (unless such period is reduced as set forth in Exhibit C of this Third Amendment); or (ii) the date Tenant opens for business at the New Premises.

3. **Term.** As set forth in Section 2(c) above, the term of the Lease with respect to the Original Premises shall terminate as of the Relocation Date. With respect to the New Premises, the term of the Lease and Tenant's obligation to pay rent shall commence on the Relocation Date and shall end on the last day of the 120th full calendar month following the Relocation Date. Base Rent for such term shall be at the rates set forth below, and otherwise pursuant to the Lease:

Lease Year	Per Month	Per Year	PSF
1	\$6,999.00	\$83,988.00	\$23.33
2	\$7,208.97	\$86,507.64	\$24.03
3	\$7,425.24	\$89,102.87	\$24.75
4	\$7,648.00	\$91,775.96	\$25.49
5	\$7,877.44	\$94,529.23	\$26.26
6	\$8,113.76	\$97,365.11	\$27.05
7	\$8,357.17	\$100,286.06	\$27.86
8	\$8,607.89	\$103,294.65	\$28.69
9	\$8,866.12	\$106,393.49	\$29.55
10	\$9,132.11	\$109,585.29	\$30.44

As used herein, "Lease Year" means each twelve (12) month period subsequent to the Relocation Date, and if the Relocation Date does not occur on the first day of a calendar month, the first Lease Year shall be the period of twelve (12) consecutive calendar months commencing on the first day of the month immediately following the Relocation Date, plus the initial partial month in which the Relocation Date occurs. If the Relocation Date does not occur on the first day of a calendar month, then the initial installment of Base Rent, prorated for such initial partial month, shall be due and payable on the Relocation Date (subject to credit for prorated Base Rent paid by Tenant for the Original Premises, as set forth in and subject to Section 2(c) above).

4. **Renewal Option.** The renewal option granted in this Section 4 replaces and supersedes any and all extension and renewal options previously granted (with specific reference to Section 5 of the First Amendment, which is hereby deleted from the Lease). Tenant shall have one option to renew the Lease for an additional term of five years (the "Option Term"). In order to exercise its option, Tenant cannot be

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*[Signature]*  
 5/01/2018

in default of the Lease, must be fully occupying the Premises and must provide Landlord with written notice of Tenant's exercise of the renewal option at least six (6) months' prior to the expiration of the then-current term of the Lease. If Tenant exercises its option under this Section 4, the Base Rent during the Option Term (Lease Years 11 through 15) shall be as follows:

Lease Year (if option is exercised)	Per Month	Per Year	PSF
11	\$9,406.07	\$112,872.85	\$31.35
12	\$9,688.25	\$116,259.03	\$32.29
13	\$9,978.90	\$119,746.81	\$33.26
14	\$10,278.27	\$123,339.21	\$34.26
15	\$10,586.62	\$127,039.39	\$35.29

**5. Landlord's and Tenant's Work.** Landlord shall complete Landlord's Work with respect to the New Premises as set forth in Exhibit C attached hereto. Except for the completion of Landlord's Work, Tenant accepts the New Premises in "as is" condition. Tenant expressly acknowledges that except as specifically provided for in this Third Amendment, Landlord makes no representations or warranties regarding the New Premises or the suitability of the New Premises for Tenant's business. Landlord and Tenant shall jointly prepare and agree upon a Punch List as set forth in Exhibit C. Tenant's taking possession of the New Premises shall be conclusive evidence against Tenant that the Premises were in satisfactory condition when Tenant took possession, subject only to reasonable completion of such Punch List items. Landlord has no obligation to improve or repair the New Premises or the Shopping Center except as expressly provided in this Lease. In no event shall any outstanding Punch List items affect the Delivery Date or the Relocation Date. Landlord currently expects to deliver possession of the New Premises on or before July 15, 2018, but Landlord shall not be liable for any loss, damage or cost resulting therefrom, and this Lease shall not be affected thereby in any way. As used herein, the "Delivery Date" means the date Landlord delivers to Tenant notice that the New Premises are ready for Tenant's use and that Landlord has substantially completed Landlord's Work to permit Tenant to complete Tenant's Work (as defined below) and obtain any applicable certificate of occupancy (or its equivalent) ("Notice of Possession"), provided, however, as set forth in Section 5 of the Work Letter (Exhibit C), the Delivery Date and the Relocation Date shall in no event be delayed by any Tenant Delay (as defined therein). On the Delivery Date, the utilities at the New Premises shall become Tenant's sole responsibility (as set forth in the Lease), Tenant shall maintain the insurance described in Section 9.2 of the Lease, and Tenant shall with due diligence proceed to install such fixtures and equipment and to perform all of Tenant's Work as shall be required pursuant to Exhibit C, as approved in writing by Landlord. Tenant's Work shall be completed in compliance with Section 8.4 of the Original Lease and Exhibit C attached hereto.

**6. Tenant's Covenants.** Tenant hereby covenants and agrees as follows:

(a) Except as to Landlord's Remaining Work, Landlord has performed all obligations under the Lease to be performed by Landlord, including, without limitation, completion of all improvement work required under the Lease.

(b) Landlord has paid all amounts owing to Tenant under the Lease, including, without limitation, the payment of all required allowances, credits or other contributions. Tenant is not entitled to any further payment, credit or allowance under the Lease.

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5/01/2018

(c) There are no concessions, bonuses, free rent, rebates or other matters affecting the rent payable under the Lease.

(d) As of this date, Landlord is not currently in default under the Lease and, to Tenant's knowledge there are no events or conditions existing which, with or without notice or the lapse of time, or both, could constitute a default of the Landlord under the Lease or entitle Tenant to offsets or defenses against the prompt payment of rent.

(e) Tenant is not in default under any of the terms and conditions of the Lease nor is there now any fact or condition which, with notice or lapse of time or both, will become such a default.

7. **Security Deposit.** Upon execution of this Third Amendment, Tenant shall deposit with Landlord an additional cash security deposit in the amount of \$276.13. Such deposit, together with the amount of the Security Deposit currently being held by Landlord pursuant to the Lease, shall be the "Security Deposit" with respect to the New Premises and shall be held by Landlord pursuant to Section 5.1 of the Original Lease.

8. **Tenant's Liquor License.**

(a) Tenant hereby covenants and agrees to use its best efforts to promptly obtain and maintain a liquor license for the New Premises (or transfer Tenant's current liquor license). Tenant's failure to obtain or transfer its liquor license by the Relocation Date shall be an immediate Default as set forth in Article XIII of the Original Lease, and Landlord may, at its option, pursue any and all remedies in connection therewith.

(b) During the term of the Lease and any extensions thereof, Tenant agrees to timely submit any and all liquor license renewal applications, fees, and supporting materials as required by state and local governmental authorities. Failure to timely do so shall be an immediate Default as set forth in Article XIII of the Original Lease, and Landlord may, at its option, pursue any and all remedies in connection therewith.

(c) At no time during the term of the Lease and any extension thereof may Tenant voluntarily surrender its liquor license to either state or local governmental authorities. Voluntary surrender of Tenant's liquor license shall be an immediate Default as set forth in Article XIII of the Original Lease, and Landlord may, at its option, pursue any and all remedies in connection therewith.

(d) In the event Tenant is issued a citation for a liquor code violation during the term of the Lease and any extension thereof, Tenant shall provide written notification to Landlord within three (3) days of receipt of said citation from any state or local governmental authorities. Failure to so notify Landlord shall be an immediate Default as set forth in Article XIII of the Original Lease, and Landlord may, at its option, pursue any and all remedies in connection therewith.

(e) A suspension or revocation of Tenant's liquor license for any reason shall be an immediate Default as set forth in Article XIII of the Original Lease, and Landlord may, at its option, pursue any and all remedies in connection therewith.

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(f) In no event shall Tenant have the right to operate a lounge or tavern on the New Premises. "Lounge" or "tavern", as used herein, shall mean an establishment that has greater sales volume from alcoholic beverages than from food items.

(g) Upon the termination of the Lease due to any Default by Tenant under the Lease (subject to any applicable notice and cure periods), Landlord shall have the option to purchase such license from Tenant for \$10.00, and Tenant agrees to cooperate in the change of ownership of the license to Landlord or its designee, and Tenant hereby constitutes and appoints Landlord as its true and lawful attorney-in-fact, with full power of substitution and revocation of substitution for it and in its name, place and stead, in any and all capacities and on its behalf for its use and benefit, to execute and deliver any and all bills of sale, applications, or other instruments or documents deemed necessary by such attorney-in-fact in connection with such purchase of the license by Landlord and such transfer of ownership of the license from Tenant to Landlord or its designee in such event. The foregoing power of attorney shall be deemed a power coupled with an interest, and shall be irrevocable.

9. **Signage.** Tenant's existing signage may remain in place at the Original Premises until the Relocation Date, and Tenant may reinstall such existing or equivalent signage at the New Premises subject to compliance with the Lease (with specific reference to Sections 23.1 and 26.16 of the Original Lease) including Landlord's specific written approval as to location and manner of installation.

10. **Guarantor's Consent.** The Lease is guaranteed pursuant to that certain Guaranty of Lease signed by Bruce T. Peckham, individually, as Guarantor, dated May 16, 2014 (the "Guaranty"). Bruce T. Peckham expressly acknowledges receipt, understanding and consent to this Third Amendment, and acknowledges and agrees that the Guaranty shall remain in full force and effect in accordance with its terms as amended hereby, and nothing contained herein shall release any guarantor from the obligations contained in any guaranty of the Lease.

11. **Brokers.** Each of the parties hereto represents and warrants to the other party that it has not dealt with any broker in connection with this Third Amendment, that there are no other brokerage commissions or finders' fees of any kind due in connection with this Third Amendment, and each of the parties hereto shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of reasonable attorneys' fees in connection therewith).

12. **General.**

(a) Except as specifically amended by this Third Amendment, all provisions of the Lease shall remain in full force and effect and shall be binding upon the parties in accordance with their terms. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Lease, the terms and provisions of this Third Amendment shall govern.

(b) The captions of the various sections of this Third Amendment are for convenience only and do not necessarily define, limit, describe, or construe the contents of such sections.

(c) This Third Amendment shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators, and assigns, except as otherwise provided in the Lease.

OK/  
B. Peckham  
5/10/2018

(d) This Third Amendment will be governed by the internal laws of the State of Colorado, without reference to its conflict of laws principles.

(e) This Third Amendment may be executed in identical counterparts, and an electronic copy in .pdf format or facsimile transmission of a signature by a party shall be binding on the party or parties whose signatures appear thereon. If so executed, each of such counterparts will be deemed an original for all purposes, and all such counterparts will together constitute one instrument.

(f) Tenant and the party executing this Third Amendment on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, partners, or members of Tenant, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

(g) All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated in the Lease, and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord or Tenant shall alter, change, or modify any of the provisions of the Lease.

(h) In the event of litigation arising out of this Third Amendment, the prevailing party shall be awarded reasonable attorneys' fees and costs incurred in such litigation.

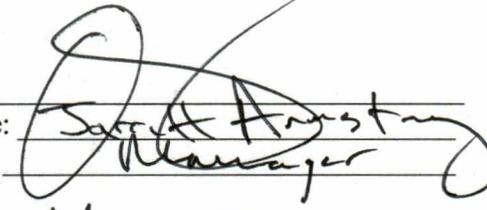
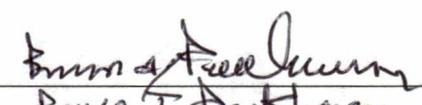
[signatures follow]

*Amma K. Kumari*  
5/01/2018

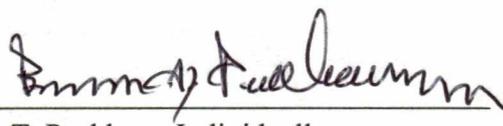
(2)

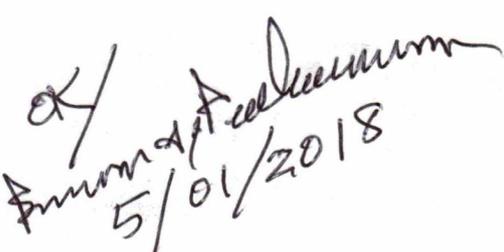
OK/  
*Amma K. Kumari*  
5/01/2018

Landlord and Tenant have executed this First Amendment as of the day and year first above written.

<b>LANDLORD:</b>  2727 WEST BELLEVIEW DEVELOPMENT LLC, a Colorado limited liability company  By: ACD 2017 Fund, LP, a Delaware limited partnership, its Manager  By: ACD Fund Manager 2017, LLC, a Delaware limited liability company, General Partner  By:  Name: <u>Scott A. Armstrong</u> Title: <u>Manager</u> Date: <u>May 17, 2018</u>	<b>TENANT:</b>  LITTLETON DISCOUNT LIQUORS LLC, a Colorado limited liability company  By:  Name: <u>Bruce T. Peckham</u> Title: <u>LLC Sole Member</u> Date: <u>May 1<sup>ST</sup>, 2018</u>
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**GUARANTOR'S ACKNOWLEDGEMENT:**

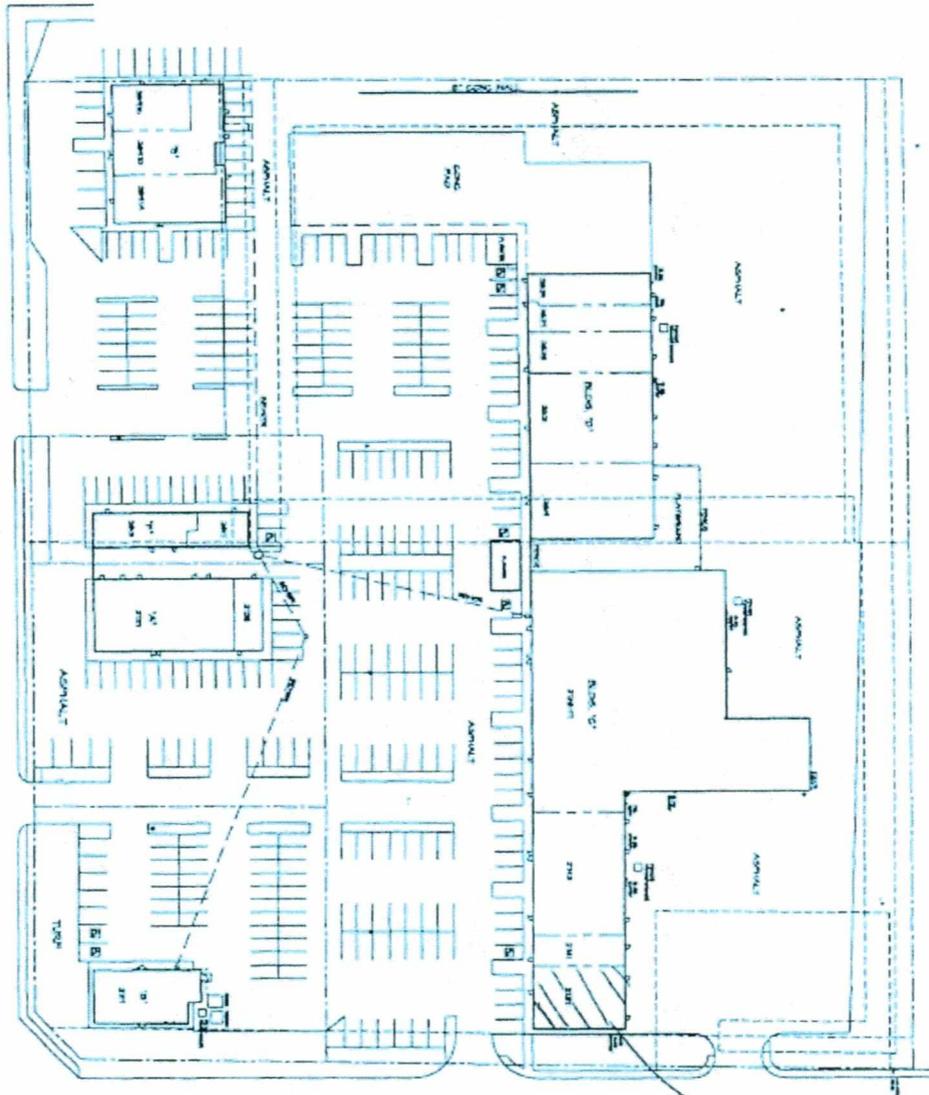
 5/01/2018  
Bruce T. Peckham, Individually

 5/01/2018

**Exhibit A**

**Original Premises**

[crosshatched area below]



**SOUTH BRYANT STREET**  
(ALSO REFERRED TO AS ZUNI STREET)

SITE PLAN  
SCALE: 1" = 10'-0"

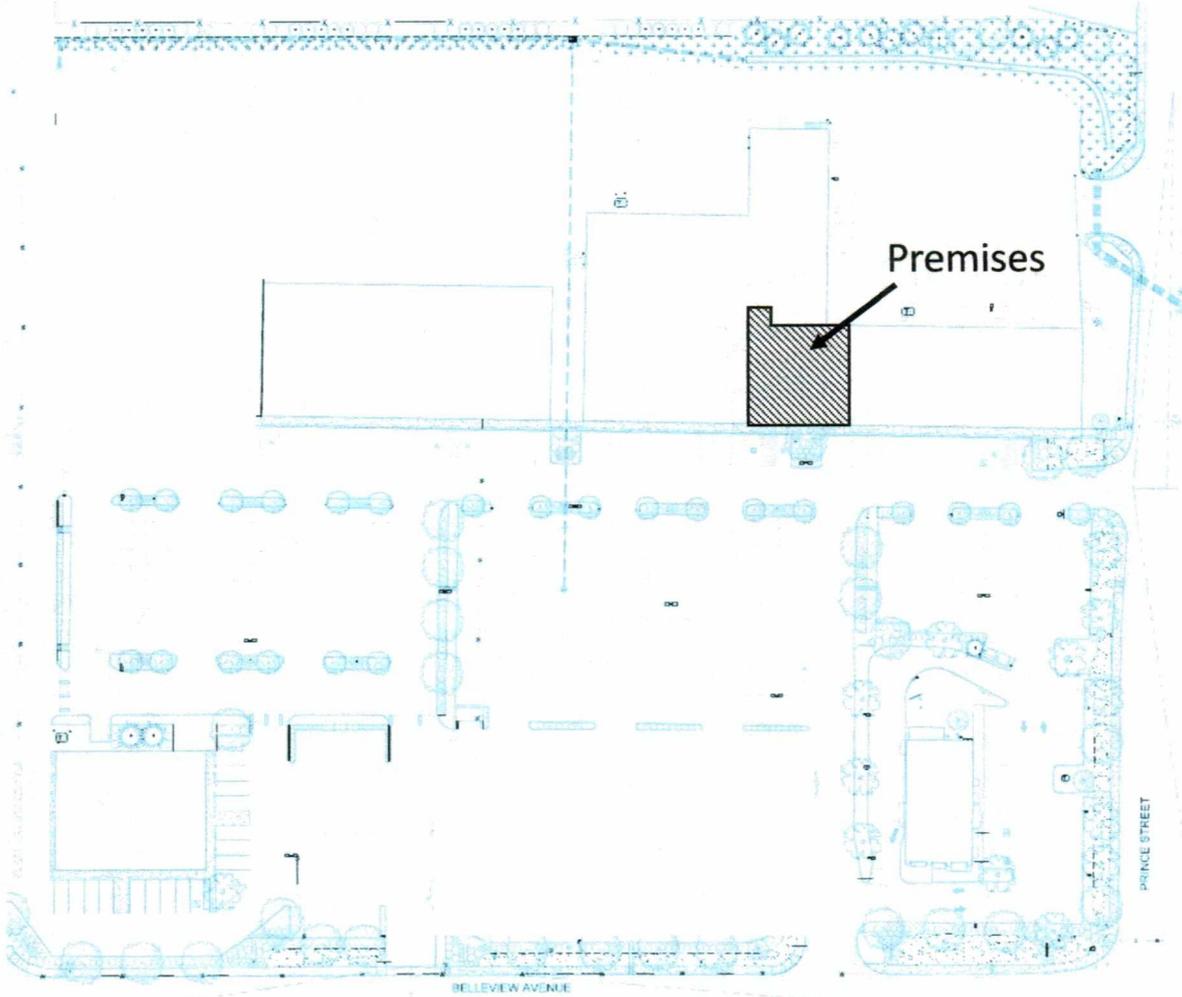
#2737  
2431 SF

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OK/  
Amma A. [Signature]  
5/01/2018

**Exhibit B  
New Premises**

**[crosshatched area below]**



OK/  
Amma A. [Signature]  
5/01/2018 (3)

**Exhibit C**  
**Work Letter**

This Work Letter is hereby attached to and made part of the Third Amendment to which it is attached. In consideration of the execution of the Lease, Landlord and Tenant mutually agree as follows:

1. **Incorporation of Terms.** Except for those terms expressly defined in this Work Letter, all initially capitalized terms will have the meanings stated for such terms in the Lease (including the Third Amendment) and this Work Letter is hereby incorporated into the Third Amendment by reference.

(a) "Landlord's Work" means those items listed on **Exhibit C-1**, which shall be constructed by Landlord at its sole cost and expense.

(b) "Tenant's Work" means all leasehold improvements, fixturing, installation of equipment, or other work of any kind at the New Premises, other than the Landlord's Work, required for Tenant to open the New Premises for business for Tenant's permitted use as a liquor store. Tenant's Work shall include all exterior building signage permitted to be installed by Tenant.

2. **Landlord's Work; Punch List.** Landlord will proceed to complete Landlord's Work according to this Work Letter and tender possession of the New Premises to Tenant when Landlord's Work has been substantially completed to the extent that only Punch List items require completion or correction. Tenant's taking possession of any portion of the New Premises on the Delivery Date will be conclusive evidence that Landlord's Work has been properly completed and the New Premises is in good order and satisfactory, except as to any items requiring correction or completion identified on a punch list to be prepared and signed by Landlord and Tenant not later than five (5) business days after delivery of Landlord's Notice of Possession (the "Punch List"). Any dispute as to whether an element of Landlord's Work is incomplete shall be resolved by Landlord's architect. Punch List items shall not include items which were damaged following Tenant's taking possession of the New Premises. It is intended that the Punch List will be for items which Tenant could not have reasonably been expected to discover prior to taking possession of the New Premises. Tenant's taking possession of the New Premises shall be conclusive evidence against Tenant that the New Premises were in satisfactory condition when Tenant took possession, subject only to completion of such Punch List items. Landlord's general contractor will, promptly after execution of the Punch List, begin correction or completion of any items specified on such Punch List and will complete such work in a prompt and diligent manner. Landlord will not be responsible for any items of damage caused by Tenant, its agents, independent contractors or suppliers. No promises to alter, remodel or improve the New Premises and no representations concerning the condition of the New Premises have been made by Landlord to Tenant other than as may be expressly stated in the Third Amendment (including this Work Letter). Landlord has no obligation to improve or repair the New Premises or the Shopping Center except as expressly provided in this Lease and Work Letter. In no event shall any outstanding Punch List items or latent defects affect the Delivery Date or the Relocation Date.

3. **Tenant's Work.** All Tenant's Work shall be constructed or completed at Tenant's sole cost and expense in accordance with Section 8.5 of the Original Lease (subject to Landlord's

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5/01/2018

approval rights as set forth therein). Except for those items specifically set forth in this Exhibit as Landlord's Work, Tenant, at Tenant's expense, shall furnish and install all Alterations, improvements, equipment, and fixtures to the New Premises necessary for Tenant in order to prepare the New Premises for the opening and continued operation of Tenant's business. Tenant's construction shall comply with all applicable laws, ordinances, orders, rules and regulations, including fire, health or safety codes. All required permits for Tenant's Work shall be obtained and fees paid therefor by Tenant. All Tenant's Work shall be constructed by licensed contractors approved in advance by Landlord. Upon receipt of the Notice of Possession, Tenant will have access to the New Premises for performance of Tenant's Work, subject to delivery to Landlord of: (i) copies of all licenses and permits required in connection with the performance of Tenant's Work; and (ii) certificates of insurance and instruments of indemnification against all claims, costs, expenses, damages, suits, fines, penalties, actions, causes of action and liabilities which may arise in connection with such work. If Landlord's Work and Tenant's Work at the New Premises progress simultaneously, Landlord will not be liable for any injury to person or damage to property of Tenant, or of Tenant's employees, licensees or invitees, from any cause whatsoever occurring upon or about the New Premises, and Tenant will indemnify and save Landlord harmless from any and all liability and claims arising out of or connected with any such injury or damage. Tenant will obtain, at Tenant's expense, a Certificate of Occupancy (or its equivalent) with respect to the New Premises prior to opening for business, and Tenant will provide Landlord with a copy of the final Certificate of Occupancy (or its equivalent). Tenant agrees that it is liable to Landlord for any damage to the New Premises or any portion of the work in the New Premises caused by Tenant or any of Tenant's employees, agents, contractors, workers or suppliers.

4. **Tenant's Allowance.** Subject to full and final completion of Tenant's Work evidenced by delivery of a Certificate of Occupancy (or equivalent) to Landlord, and in no event earlier than the Relocation Date, Landlord shall pay Tenant the Tenant's Allowance as described, and subject to the terms set forth in, Exhibit C-2.

5. **Tenant's Delays.** The parties acknowledge that as provided in Section 3 of the Third Amendment, Tenant's obligation for the payment of Base Rent for the New Premises will not commence until the Relocation Date; provided, however, that if Landlord is delayed in substantially completing Landlord's Work, and the actual Delivery Date is delayed, as a result of:

(a) Tenant's, Tenant's architect's or any other consultant of Tenant's failure to review or approve in a timely manner any item requiring review or approval; or

(b) any other act or omission of Tenant or Tenant's architects, engineers, contractors or subcontractors (all of which will be deemed to be delays caused by Tenant);

(collectively, "Tenant's Delay")

then the Delivery Date for purposes of the Third Amendment will be adjusted accordingly and will be deemed to have occurred on the date Landlord otherwise would have substantially completed Landlord's Work were it not for Tenant's delay as set forth in this Section 5 (the "Deemed Delivery Date"), and the Relocation Date shall be the ninetieth (90th) calendar day following the Deemed Delivery Date.

OK/  
Anna A. [Signature]  
5/01/2018

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6. **Ownership.** Landlord and Tenant agree that all alterations, improvements and additions made to the New Premises according to this Work Letter (exclusive only of Tenant's personal property and Fixtures (as defined in the Lease)), whether paid for by Landlord or Tenant, will without compensation to Tenant, become Landlord's property upon installation and will remain Landlord's property at the expiration or earlier termination of the Term.

7. **General.** No approval by Landlord or Landlord's architect or engineer of any drawings, plans or specifications which are prepared in connection with construction of improvements in the New Premises will constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such drawings, plans or specifications, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of Landlord to the construction or installation of improvements in the New Premises according to such drawings, plans or specifications. Failure by Tenant to pay any amounts due under this Work Letter will have the same effect as failure to pay Rent under the Lease, and such failure or Tenant's failure to perform any of its other obligations under this Work Letter will constitute an Event of Default under Article 18 of the Lease, entitling Landlord to all of its remedies under the Lease as well as all remedies otherwise available to Landlord.

<p><b>LANDLORD:</b></p> <p>2727 WEST BELLEVIEW DEVELOPMENT LLC, a Colorado limited liability company</p> <p>By: ACD 2017 Fund, LP, a Delaware limited partnership, its Manager</p> <p>By: ACD Fund Manager 2017, LLC, a Delaware limited liability company, General Partner</p> <p>By: <u>[Signature]</u>  Name: <u>[Signature]</u>  Title: <u>Manager</u></p> <p>Date: <u>May 17</u>, 2018</p>	<p><b>TENANT:</b></p> <p>LITTLETON DISCOUNT LIQUORS LLC, a Colorado limited liability company</p> <p>By: <u>[Signature]</u>  Name: <u>Boyd P. Beckham</u>  Title: <u>LLC Sole Member</u></p> <p>Date: <u>May 1st</u>, 2018</p>
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OK/  
[Signature]  
5/01/2018

**EXHIBIT C-1**  
**Description of Landlord's Work**

The following is a description of the construction, and limitations of same, which will be provided by Landlord (herein referred to as "Landlord's Work"). Landlord will provide the following improvements:

1. **Electrical service panel:** 400 amp service, 120/208 V. located in an area designated by the Landlord. Sufficient panel size to accommodate 400 amp service, the location of which will be mutually agreed to by Tenant and Landlord. Landlord to provide circuit breakers for Landlord's work.
2. **Restroom:** Restrooms as required by code, to be located pursuant to Landlord plans. Restroom to be constructed in conformance with the current ADA requirements for the handicapped. Specifications for restrooms include:
  1. Accessories
    - a. Grab bars
    - b. 24" x 36" mirror
    - c. Paper towel dispenser
    - d. Toilet paper holder
    - e. Restroom sign
  2. Toilet and sink
  3. Painted (interior only) and FRP as required by code.
  4. Vinyl flooring or sealed concrete per code.
  5. Exhaust fan.
  6. Six-gallon electric water heater.
  7. One standard light fixture
3. **Demising walls:** Drywall over metal studs at interior demising walls and perimeter. Drywalled areas to be taped, sanded and floated, ready for paint (paint not included).
4. **Flooring:** Smooth level concrete surface throughout the New Premises, installed per Landlord's shell specification.
5. **Ceiling and Lighting.** Existing ceiling grid and tiles to remain. Soiled and broken ceiling tiles to be replaced. At Tenant's sole cost and expense, Tenant shall relocate LED light fixtures from Original Premises to New Premises.
6. **Air Conditioning and Heating:** Refrigerated air-conditioning and heating stubbed and distributed into the New Premises per open occupied space. Cooling load will be approximately 300 S.F. per ton. Equipment quantities and installation per Landlord's design for shell.
7. **Sign Outlet:** One junction box, as designed by Landlord; installed above ceiling, centered in space over front storefront. The junction box is located on the interior of exterior wall with conduit running from designated electric panel to junction box. Penetration through exterior walls and all associated wiring for final hookups are the responsibility of the Tenant. All penetrations to be properly sealed and final electrical hookups are to be governed by local codes.

OK/  
Bumm. *[Signature]*  
5/01/2018

8. **Telephone:** A designated 1" conduit with pull strings, from telephone room to location above ceiling, determined by Landlord, to each demised Tenant space. Cabling and terminations of phone lines by Tenant.
9. **Fire Alarm and Sprinklers:** Existing fire alarm and sprinkler systems to remain configured for vanilla shell finish by Landlord. Tenant responsible for any modifications to fire alarm and fire sprinkler systems for its buildout and use as required by code such as areas containing coolers and storage.
10. **Security:** Landlord to install a storefront system for the New Premises consisting of a dark bronze aluminum thermal-break system with 1" insulation Low E impact resistant glazing. Landlord also to install concrete filled steel bollards with decorative plastic covers at 6' on-center along the front sidewalk in front of the New Premises.
11. **Other:** Permits, drawings and/or documents required by code for Landlord's Work only.

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5/01/2018  
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**EXHIBIT C-2**  
**Tenant's Allowance**

Provided there is no Event of Default under this Lease, Landlord and Tenant hereby agree that Landlord shall pay to Tenant up to \$72,000.00 to reimburse Tenant's capital expenditures actually and reasonably incurred for Tenant's Work to build out the New Premises, including Tenant's furniture, fixtures, and equipment but excluding any moving expenses (the "Tenant's Allowance"). The foregoing Tenant's Allowance represents Landlord's entire contribution toward all work required by Tenant to open for business in the New Premises. Notwithstanding anything contained herein, the amount of Tenant's Allowance shall not exceed the documented costs as described above ("Tenant's Reimbursable Work").

The Tenant's Allowance will be paid by Landlord to Tenant within forty-five (45) days after the last of the following occurs:

- (i) Tenant or its general contractor certifies in writing to Landlord, and Landlord approves such certification, that one hundred percent (100%) of the Tenant's Work is completed; and one hundred percent (100%) of such Tenant's Work is actually completed;
- (ii) Tenant submits to Landlord a written request for reimbursement that includes a list of all Tenant's actual construction costs pertaining to Tenant's Reimbursable Work;
- (iii) Tenant provides Landlord with appropriate releases of liens (in the form attached hereto as Schedule I) executed by all applicable suppliers, materialmen, contractors, and subcontractors;
- (iv) Tenant, or its general contractor, provides Landlord with an affidavit (in the form attached hereto as Schedule II) specifying (a) the names of all contractors, subcontractors, suppliers, and materialmen who provided or supplied, labor, services, goods, and materials to the New Premises, and (b) that all listed contractors, subcontractors, suppliers, and materialmen have been paid in full for the labor, services, goods, and materials provided or supplied to the New Premises as of the date of the affidavit;
- (v) Tenant provides Landlord with a copy of Tenant's certificate of occupancy and/or such other document as may be required by the applicable governmental agency in order for Tenant to operate in the New Premises;
- (vi) Tenant actually opens the New Premises for business to the general public in compliance with the Lease; and
- (vii) Tenant has paid the first month's installment of Base Rent for the New Premises and any other rent then due.

Under no circumstances shall this Lease be construed to confer upon any third person or entity any right or cause of action against the Landlord or Tenant, including, but not limited to, all contractors, subcontractors, suppliers, laborers, or materialmen.

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5/01/2018

Landlord at its sole option hereby retains the right to either (a) withhold from the Tenant's Allowance an amount equal to the total monies then due to any contractor, subcontractor, supplier, or materialman who provided or supplied labor, services, goods, or materials to the New Premises, or (b) issue two-party checks to Tenant and the contractors, subcontractors, suppliers, or materialmen to whom Tenant owes funds.

Landlord and Tenant recognize and agree that during the term of the Lease, for internal accounting purposes only, any improvements constructed from the proceeds of the foregoing Tenant's Allowance are deemed to be owned by the Tenant not Landlord and such Tenant's Allowance is not intended to be a "qualified Tenant construction allowance" as defined in Reg. Sec. 1.110-1(b) of the Internal Revenue Code.

OK  
A. J. [Signature]  
5/01/2018

SCHEDULE I

FINAL RELEASE AND WAIVER OF LIENS

We, the undersigned, are general contractor or subcontractors, materialmen, or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in the construction or repair of improvements upon real estate owned by Landlord and described as follows:

In exchange for payment in the amount of \$\_\_\_\_\_, the sufficiency of which is hereby acknowledged, we do hereby, for ourselves, our employees, our subcontractors and materialmen, and all other persons acting for, through or under us, waive, relinquish and release, all right to file or to have filed or to maintain any mechanics' lien or liens or claims against the said building or buildings and appurtenant facilities and structures and real property appurtenant thereto. This Release and Waiver is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the subject property and to any party who has made or who in the future makes a loan on said real property and improvements and his, hers, its or their successors and assigns (collectively, the "Owner") and we do further warrant that we have the full right to execute this Release and Waiver and to bind the parties on whose behalf we have affixed our signatures below. This Release and Waiver of Liens shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the subject property subsequent to the execution of this Release and Waiver.

All of the undersigned respectively warrant that all subcontractors and laborers employed by them upon the aforesaid premises have been fully paid and that none of such subcontractors or laborers have any claim, demand, or lien against said premises; and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by any contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premises by any of us, other than: \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that any and all signatures below are for all services rendered, work done, and material furnished previously and in the future by the undersigned in any and all capacities, and are not understood to be only for the particular item against which the signature is affixed. This waiver and release is specifically made for the benefit of the Landlord, and may be relied upon unconditionally by the Landlord.

OK / *[Signature]*  
5/01/2011



SCHEDULE II

AFFIDAVIT

\_\_\_\_\_ , being duly sworn according to law, deposes and states that he is the \_\_\_\_\_ of \_\_\_\_\_ , that s/he is executing this agreement on behalf of \_\_\_\_\_ , and that the following facts are true and correct to the best of his/her knowledge, information and belief:

1. Attached hereto as Schedule A is a true and correct list of all contractors, subcontractors, materialmen and other parties who have furnished labor, services, goods or materials in the construction, installation, modification and repair of improvements commonly known as the \_\_\_\_\_ , located at \_\_\_\_\_ , \_\_\_\_\_ ;and
2. That all of the parties listed on Schedule A have been paid in full for all labor, services, goods, or materials utilized in the construction, installation, modification and repair of improvements commonly known as \_\_\_\_\_ , except for the monies owed to those parties, if any, listed in Schedule B attached hereto.

Further Affiant Sayeth Not.

"Firm"

\_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ , a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires: \_\_\_\_\_

OK/  
Summa Area Council  
5/01/2018  
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Schedule A to Schedule II

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Schedule B to Schedule II

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OK/  
Amma F. [unclear]  
5/01/2018