

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ <u>1925.00</u>			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names. If corporation, name of corporation <u>Blacktip, LLC</u>			FEIN Number <u>81-1875333</u>
2a. Trade Name of Establishment (DBA) <u>The Lost Cajun - Littleton</u>		State Sales Tax Number <u>30093951-0000</u>	Business Telephone <u>720-707-9979</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>5350 S. Santa Fe Dr., Unit F</u>			
City <u>Littleton</u>	County <u>Arapahoe</u>	State <u>CO</u>	ZIP Code <u>80120</u>
4. Mailing Address (Number and Street) <u>10587 Hillrose St.</u>		City or Town <u>Parker</u>	State <u>CO</u>
5. Email Address <u>gregiones427@yahoo.com</u>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input checked="" type="checkbox"/> Manager Registration - H & R \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern \$ 75.00 <input type="checkbox"/> Master File Location Fee \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease.				
Landlord DG Riverbend, LLC & JC Riverbend, LLC	Tenant Blacktip, LLC dba The Lost Cajun	Expires 1/1/22		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11"				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Number of additional Optional Premise areas requested. (See license fee chart)			N/A	
15. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.				
		<input type="checkbox"/>	<input type="checkbox"/>	
16. Club Liquor License applicants answer the following. Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?		<input type="checkbox"/>	<input type="checkbox"/>	
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				
		<input type="checkbox"/>	<input type="checkbox"/>	
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record - DR 8404-1)				
Last Name of Manager Shaffer	First Name of Manager Jon	Date of Birth		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Name	Type of License	Account Number		
19. Tax Distant Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distant issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Gregory A. Jones	10587 Hillrose St., Parker, CO 80134		Managing Partner	50
Karin D. Jones	10587 Hillrose St., Parker, CO 80134		President	50
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than those disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Gregory A. Jones</i>	Printed Name and Title Gregory A. Jones, Managing Partner	Date 6/29/16
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 6-30-2016	Date of local authority hearing (for new license applicants, cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) August 10, 2016
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

- (Check One)
- Date of inspection or anticipated date _____
 - Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined, and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. Therefore, this application is approved.

Local Licensing Authority for <i>City of Littleton</i>	Telephone Number 317953780	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Blacktip, LLC dba The Lost Cajun-Littleton	Home Phone Number NONE	Cellular Number 720-707-9979		
2. Your Full Name (last, first, middle) Jones, Gregory Alan	3. List any other names you have used NONE			
4. Mailing address (if different from residence)	Email Address gregjones427@yahoo.com			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
Current 10587 Hillrose St.	Parker, CO 80134	03/2015	Present	
Previous 211 W. Hayden St.	Alexandria, LA 71303	11/2013	03/2015	
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Retired			09/2011	Present
Squire Creek Country Club	268 Squire Creek Pkwy, Choudrant, LA	Controller	07/2007	09/2011
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
NONE				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.			
Authorized Signature	Print Signature	Title	Date
<i>Gregory A. Jones</i>	Gregory A. Jones	Managing Partner	6/29/16

422 Forest Oaks Dr
Vicksburg, MS 39180
September 2011 – November 2013

3104 English Turn
Ruston, La 71270
January 2000 – September 2011

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Blacktip, LLC dba The Lost Cajun-Littleton		Home Phone Number NONE	Cellular Number 318-243-1734	
2. Your Full Name (last, first, middle) Jones, Karin		3. List any other names you have used Karin Decker, Karin Dolzer		
4. Mailing address (if different from residence)		Email Address kdjonesrn@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current 10587 Hillrose St.		Parker, CO 80134		03/2015
Present				
Previous 211 West Hayden		Alexandria, LA 71303		11/2013
02/2015				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Health South Littleton		1001 Mineral Ave. Littleton, CO 80120		CNO
02/2015		Present		
Health South Alexandria		104 North 3rd St., Alexandria, LA 71303		CNO
11/2013		02/2015		
River Region Medical Center		2100 Hwy 61 N., Vicksburg, MS 39183		Director of Critical Care
09/2011		10/2013		
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
NONE				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Oath of Applicant

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

Authorized Signature 	Print Signature Karin Jones	Title President	Date 6/29/16
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422 Forest Oaks Dr
Vicksburg, MS 39180
September 2011 – November 2013

3104 English Turn
Ruston, La 71270
January 2000 – September 2011

Individual History Record

To be completed by the following persons, as applicable: sole proprietors, general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business The Lost Cajun		Home Phone Number 970-980-7275	Cellular Number 970-980-7275	
2. Your Full Name (last, first, middle) Jon Logan Shaffer		3. List any other names you have used		
4. Mailing address (if different from residence) 835 Imperial Ct. Loveland, CO 80537		Email Address jneshafter@aol.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current 835 Imperial Ct.		Loveland, CO 80537		11/20/09
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Applebee's		3209 Grand Ave. Laramie, WY 82070		GM
Hot Corner Concepts		109N. College Ave. #220 Ft. Collins, CO 80524		GM/AM
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
none				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
I was named on the Enzo's liquor license from approx. 2/2009 to 03/2014.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Oath of Applicant

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

Authorized Signature 	Print Signature Jon Logan Shaffer	Title Manager	Date 06/20/16
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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Blacktip, LLC

is a

Limited Liability Company

formed or registered on 03/09/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161175816 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/22/2016 that have been posted, and by documents delivered to this office electronically through 06/23/2016 @ 11:59:17 .

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 06/23/2016 @ 11:59:17 in accordance with applicable law. This certificate is assigned Confirmation Number 9710433 .



Secretary of State of the State of Colorado

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



Colorado Secretary of State
 Date and Time: 03/09/2016 12:57 PM
 ID Number: 20161175816
 Document number: 20161175816
 Amount Paid: \$50.00

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.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

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

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

Blacktip, LLC

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

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

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

Street address

10587 Hillrose Street

(Street number and name)

Parker

(City)

CO

(State)

80134

(ZIP Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP Postal Code)

(Province - if applicable)

(Country)

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

Name

(if an individual)

(Last)

(First)

(Middle)

(Suffix)

or

(if an entity)

Moye White LLP: Registered Agent

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

Street address

1400 16th Street, 6th Floor

(Street number and name)

Denver

(City)

CO

(State)

80202

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

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

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

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

Name
(if an individual) Jones Gregory A.
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 10587 Hillrose Street
(Street number and name or Post Office Box information)
Parker CO 80134
(City) (State) (ZIP Postal Code)
United States
(Province - if applicable) (Country)

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

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

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

(Mark the applicable box.)

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Chatham	Nicole	M.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
Moye White LLP			
<small>(Street number and name or Post Office Box information)</small>			
1400 16th Street, 6th Floor			
Denver	CO	80202	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP Postal Code)</small>	
	United States		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

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

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

Disclaimer:

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).

**ATTACHMENT
TO
ARTICLES OF ORGANIZATION FOR BLACKTIP, LLC**

The Members of Blacktip, LLC are: Gregory A. Jones and Karin Jones, each owning 50% of the membership interests.

Members' Mailing Address is: 10587 Hillrose Street
Parker, Colorado 80123

OPERATING AGREEMENT

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") by the undersigned members (each, a "Member") of Blacktip, LLC, a Colorado limited liability company (the "Company"), is effective as of the date of formation of the Company.

The Members are executing this Agreement for the purpose of forming a limited liability company pursuant to and in accordance with the Colorado Limited Liability Company Act as amended from time to time (the "Colorado LLC Act"), and hereby agree as follows:

SECTION 1 FORMATION

(a) The Company was formed on March 9, 2016 by executing the initial Articles of Organization of the Company and filing it with the Secretary of State of the State of Colorado. The Members hereby acknowledge their authorization and approval of that action to form the Company under the Colorado LLC Act.

(b) Each of the Members is hereby designated as an authorized person, within the meaning of the Colorado LLC Act and otherwise, to execute, deliver and file any amendments and/or restatements to the Articles of Organization of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 2 PURPOSE

The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to engage in any lawful act or activity for which a limited liability company may be formed under the Colorado LLC Act.

SECTION 3 POWERS OF THE COMPANY

(a) The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.

(b) All real and personal property of the Company shall be owned by the Company as an entity. The Members shall not have any interest in any specific property of the Company. The interests of the Members in the Company are personal property.

SECTION 4 MEMBER

The following information with respect to the Members is to be provided on Schedule 1 and will be accurate as of the date hereof (except to the extent updated as provided below):

- (a) the name and address of the Members; and
- (b) the capital contributions of the Members to the Company.

The Members may, but shall not be required to, update the information on Schedule 1 from time to time to reflect any changes in that information.

SECTION 5 MANAGEMENT

5.1 MANAGEMENT OF THE COMPANY

(a) The Members shall manage the Company in accordance with this Agreement. The Members are agents of the Company, and the actions of the Members taken in that capacity and in accordance with this Agreement shall bind the Company.

(b) The Members shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all actions they deem necessary or appropriate to accomplish the purpose of the Company as set forth herein and shall have all powers and authority necessary or desirable in connection with the foregoing, including the power and authority to execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the purpose of the Company.

(c) The Members may delegate to other persons or entities, including to officers of the Company appointed by the Members, so much of the Member's responsibilities hereunder and authority to act on behalf of the Company as the Members determine in their sole discretion to be necessary, appropriate or convenient for the efficient administration and management of the Company's business and affairs. Any person or entity may have titles the Members may elect, including the titles of President, Vice President, Treasurer, Secretary and Assistant Secretary, and the power and authority to act on behalf of the Company as the Members may delegate in writing to any such person or entity. The salaries or other compensation, if any, of the officers and agents, if any, of the Company shall be fixed from time to time by the Members. Except as otherwise provided by the Members, when the taking of action has been authorized by the Members, the Members or any officer, if any, of the Company, or any other person specifically authorized by the Members, may execute any contract or other agreement or document on behalf of the Company.

(d) The Members may appoint, employ, or otherwise contract with other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as they shall determine in their sole discretion.

(e) Except as otherwise expressly delegated by the Members or to the extent that the Company's registered agent has the authority to accept legal process or otherwise act on behalf of the Company as provided in the Colorado LLC Act, no person or entity other than the

Members shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

(f) The expression of any power or authority of the Members in this Agreement shall not in any way limit or exclude any other power or authority of the Members that is not expressly set forth in this Agreement.

5.2 RELIANCE BY THIRD PARTIES

The Members or any officer of the Company may certify and authenticate records of the Company to third parties and any third party dealing with the Company, the Members or any officer of the Company may rely upon a certificate signed by the Members or any officer of the Company as to:

- (a) the identity of the Members or any officer of the Company;
- (b) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Members or any officer of the Company or are in any other manner germane to the affairs of the Company;
- (c) the persons who or entities that are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
- (d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Members or any officer of the Company.

5.3 RECORDS AND INFORMATION

The Members shall maintain all of the books and records of the Company referenced in §7-80-408 of the Colorado LLC Act, to the extent applicable to the Company, except to the extent that any books and records are maintained by an officer of the Company in accordance with Section 5.1.

SECTION 6 TERM; DISSOLUTION

(a) The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with this Section 6.

(b) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Members; (b) the occurrence of any event that terminates the continued membership of the Members in the Company unless the Company is continued without dissolution in accordance with Section 6(c) below; or (c) the entry of a decree of judicial dissolution under C.R.S. §7-80-210 of the Colorado LLC Act.

(c) Upon the occurrence of any event that terminates the continued membership of the Members in the Company, the Company shall not dissolve if the personal representative (as defined in the Colorado LLC Act) of the Members agrees in writing within

ninety (90) days following the occurrence of the event that terminated the continued membership of the Members in the Company to continue the Company and to the admission of the personal representative of the Members or their nominee or their designee to the Company as Members, effective as of the occurrence of the event that terminated the continued membership of the Members in the Company.

(d) Upon the dissolution of the Company, the Members shall wind up the Company's affairs as provided in the Colorado LLC Act. Upon the winding up of the Company's affairs, the Members shall distribute the property of the Company as follows:

(i) First, to creditors, including the Members if they are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities (whether by payment or the making of reasonable provision for payment thereof); and

(ii) Second, to the Members in cash or property, or partly in cash and partly in property, as determined by the Members.

(e) Upon the completion of the winding up of the Company, the Members shall file a statement of dissolution with the Secretary of State of the State of Colorado canceling the Company's existence at which time the Company shall terminate.

SECTION 7 ADDITIONAL CONTRIBUTIONS; MEMBER LOANS

(a) The Members may, but are not required to, make additional capital contributions to the Company.

(b) The Members may, but are not required to, make loans to the Company. If and to the extent that loans are made by the Members to the Company, those loans shall be on terms determined by the Members to be commercially reasonable. In the absence of any separate determination made by the Members, all loans made by the Members to the Company shall be payable upon demand and shall bear interest at zero percent (0%) per year.

(c) To the extent that additional funds are made available by the Members to the Company, those funds shall be treated as loans made by the Members to the Company, and not as additional capital contributions made by the Members to the Company, unless specifically designated as additional capital contributions made by the Members to the Company.

SECTION 8 LIABILITY OF MEMBER

The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Colorado LLC Act.

SECTION 9 TAX STATUS

The Members intend that the Company be treated as a partnership for federal income tax purposes pursuant to the provisions of Subchapter K of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), and no construction shall be given nor any action taken which would jeopardize this treatment. Further, the Members may take whatever action is necessary to continue the Company's partnership classification under the rules of Regulations §§ 301.7701-2 and 301.7701-3. "Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

SECTION 10 DISTRIBUTIONS

(a) Distributions shall be made to the Members at the times and in the amounts determined by the Members, except that no distribution shall be made in violation of the Colorado LLC Act.

(b) Unless otherwise determined by the Members, no distribution shall be paid to the Members upon their resignation in connection with the voluntary assignment of their entire interests pursuant to Section 11. Unless otherwise determined by the Members, no distribution will be paid to the Members upon the occurrence of an event that causes the Members to cease to be members of the Company if the Company is continued without dissolution in accordance with Section 6.

SECTION 11 ASSIGNMENTS

(a) The Members may transfer or assign (including as a pledge or other collateral assignment) in whole or in part their limited liability company interests.

(b) In connection with a voluntary transfer or assignment by a Member of his or her entire limited liability company interests in the Company (not including a pledge or collateral assignment or any transfer as a result thereof):

(i) the Member will cease to be a member of the Company;

(ii) the assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time the voluntary transfer or assignment becomes effective under applicable law; and

(iii) the Company shall be continued without dissolution.

(c) In connection with a partial assignment or transfer by a Member of his or her limited liability company interest (not including a pledge or collateral assignment or any transfer as a result thereof), unless this Agreement is amended to reflect the fact that the Company will have more than one member, the assignee or transferee shall not be admitted as a

member of the Company and shall not have any rights as a member other than the right to receive any distributions that are payable in respect of the interest transferred.

(d) Upon any pledge or other collateral assignment by a Member of all or any part of his or her limited liability company interest, the pledgee or collateral assignee shall have only those rights expressly stated in the controlling pledge or assignment agreement (including any right in connection with the foreclosure of the pledge or collateral assignment of the purchaser of the limited liability company interest to become a member of the Company) or are provided by other applicable law. If the pledgee or collateral assignee of all or any part of the Member's limited liability company interest has the right under the controlling pledge or assignment agreement or under other applicable law to purchase the interest in foreclosure (or to cause or permit another person to purchase the interest in foreclosure), except as expressly stated in the controlling pledge or assignment agreement, the purchaser shall not be admitted as a member of the Company and shall not have any rights as a member other than the right to receive any distributions that are payable in respect of the interest foreclosed upon and purchased.

SECTION 12 RESIGNATION

A Member may resign from the Company at such time as he or she shall determine. The filing of a voluntary petition in bankruptcy will not cause a Member to cease being a member of the Company.

SECTION 13 ADMISSION OF ADDITIONAL MEMBERS

One or more additional members of the Company may be admitted to the Company with the written consent of the Members. In connection with the admission of any additional member of the Company (including an admission in connection with a partial assignment or transfer pursuant to Section 11(c), but excluding an admission provided for in any pledge or collateral assignment agreement pursuant to Section 11(d)), this Agreement shall be amended by the Members to make those changes they determine to reflect the fact that the Company will have more than two members, but the failure to so amend this Agreement shall not invalidate any otherwise valid assignment or transfer made by the Members.

SECTION 14 EXCULPATION AND INDEMNIFICATION

14.1 EXCULPATION

(a) For purposes of this Agreement, "Covered Persons" means the Members, any Affiliate of the Members and any officer, director, shareholder, partner or employee of the Affiliates of the Members, and any officer, employee or expressly authorized agent of the Company or its Affiliates.

(b) The Members, whether acting in their capacity as Members, or in any other capacity, shall not be liable to the Company for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted by such Members in good faith, and no other Covered Person shall be liable to the Company or the Members for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence) performed or omitted by the Covered Person in good faith and in a manner reasonably believed to be within the scope of authority conferred on the Covered Person by this Agreement, except that a Covered Person (other than a Member, irrespective of the capacity in which he or she acts) shall be liable for any loss, damage or claim incurred by reason of the Covered Person's gross negligence and a Covered Person (including a Member) shall be liable for any loss, damage or claim incurred by reason of the Covered Person's willful misconduct.

(c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon the information, opinions, reports or statements presented to the Company by any person or entity as to matters the Covered Person reasonably believes are within the professional or expert competence of that person or entity, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid. The foregoing provision shall in no way be deemed to reduce the limitation on liability of the Members provided in Clause (b) of this Section 14.1.

14.2 DUTIES AND LIABILITIES OF COVERED PERSONS

To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to the Members, a Covered Person acting under this Agreement shall not be liable to the Company or to the Members for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace any other duties and liabilities of the Covered Person.

(a) All provisions of this Section 14 shall apply to any former Member of the Company for all actions or omissions taken while that person was a Member of the Company to the same extent as if that person were still a Member of the Company.

14.3 INDEMNIFICATION

To the fullest extent permitted by applicable law, the Members (irrespective of the capacity in which they act) shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Members by reason of any act or omission (whether or not constituting negligence or gross negligence) performed or omitted, and any other Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by that Covered Person by reason of any act or omission (whether or not constituting negligence) performed or omitted by that Covered Person in good faith and in a manner reasonably believed to be within the scope of authority conferred on that Covered Person by this

Agreement, except that no Covered Person (other than a Member, irrespective of the capacity in which he or she acts) shall be entitled to be indemnified in respect of any loss, damage or claim incurred by that Covered Person by reason of gross negligence and no Covered Person (including a Member) shall be entitled to be indemnified in respect of any loss, damage or claims incurred by that Covered Person by reason of willful misconduct with respect to those acts or omissions; provided, however, that any indemnity under this Section 14 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

14.4 EXPENSES

To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company before the final disposition of the claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay that amount if it shall be determined that the Covered Person is not entitled to be indemnified under this Section 14.

14.5 INDEMNITY CONTRACTS

The Members and the Company may enter into indemnity contracts with any Covered Person and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 14 and containing other procedures regarding indemnification as are appropriate.

14.6 INSURANCE

The Company may purchase and maintain insurance, to the extent and in amounts the Members shall, in their sole discretion, deem reasonable, on behalf of Covered Persons and other persons or entities as the Members shall determine, against any liability that may be asserted against or expenses that may be incurred by that person or entity in connection with the activities of the Company, regardless of whether the Company would have the power to indemnify that person or entity against that liability under this Agreement.

SECTION 15 OUTSIDE BUSINESS

The Members or any Affiliate thereof may engage in or possess an interest in any business venture of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to independent ventures or the income or profits derived therefrom, and the pursuit of any venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Members or any Affiliate thereof shall not be obligated to disclose or present any particular opportunity to the Company even if that opportunity is of a character that, if disclosed or presented to the Company, could be taken by the Company, and the Members or Affiliate thereof shall have the right to take for its own account

(individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any particular opportunity.

SECTION 16 AMENDMENT

This Agreement may be amended or modified only by a written instrument signed by the Members.

SECTION 17 GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of Colorado, without regard to the rules of conflict of laws thereof or of any other jurisdiction that would call for the application of the substantive laws of a jurisdiction other than the State of Colorado.

SECTION 18 TERMINATION OF AGREEMENT

This Agreement shall terminate and be of no further force or effect upon the filing of a statement of dissolution dissolving the Company's articles of organization pursuant to Section 6(e) of this Agreement; but Sections 14.1, 14.2, 14.3 and 14.4 shall survive termination.

SECTION 19 EFFECTIVE DATE

Pursuant to §7-80-108(2.5)(a) of the Colorado LLC Act, this Agreement shall be effective as of the effective time of the filing of the Company's articles of organization.

SECTION 20 NO THIRD-PARTY BENEFICIARIES

Except as contemplated by Section 14, nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their respective successors, any benefits, rights or remedies.

SECTION 21 MISCELLANEOUS

Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references to "Sections" and "Clauses" shall refer to corresponding provisions of this Agreement. The use of the term "including" or any similar term shall be deemed to mean "including, without limitation." Any reference in this Agreement to any law, rule or regulation shall be construed as reference to the law, rule or regulation as it may have been, or may from time to time be, amended, revised or

reenacted and any successor thereto. The headings of sections in this Agreement are intended for reference purposes only and shall be given no substantive meaning or any interpretive force.

IN WITNESS WHEREOF, the undersigned have duly executed this Limited Liability Company Agreement as of the day and year first aforesaid.

Gregory Jones

 _____

Karin Jones

 _____

The Company hereby executes this Agreement for the purposes of becoming a party hereto and agreeing to perform its obligations and duties hereunder and being entitled to enjoy its rights and benefits hereunder.

Blacktip, LLC

By:  _____

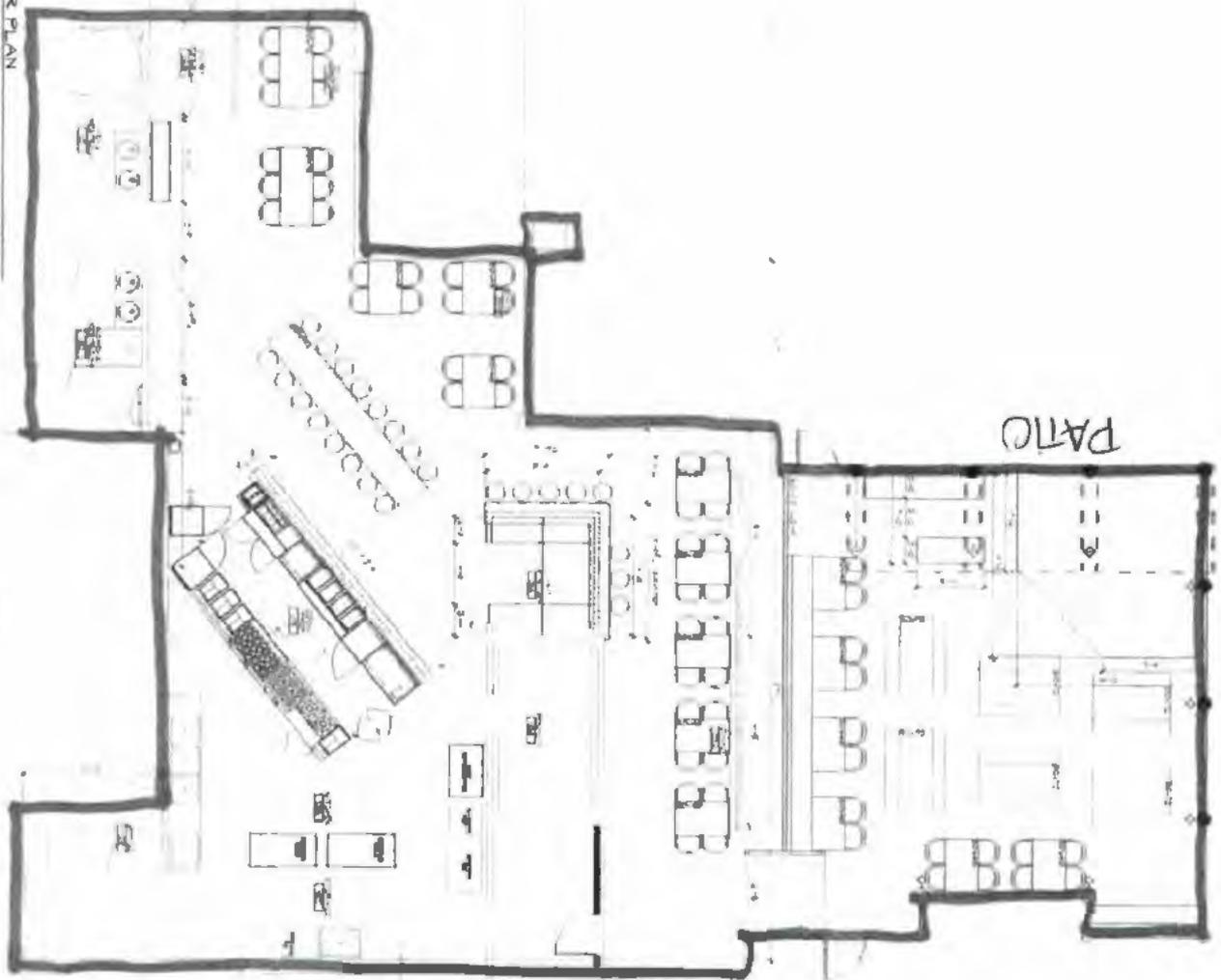
Title: Member

SCHEDULE 1

Name	Mailing Address	Agreed Value of Capital Contribution
Gregory Jones	10587 Hillrose Street Parker, Colorado 80134	\$500
Karin Jones	10587 Hillrose Street Parker, Colorado 80134	\$500

14

FLOOR PLAN



THESE ARE THE GENERAL AND NOT A DESIGN CONTRACT. SEE THE CONTRACT FOR MORE DETAILS.

A1.01
FURNITURE PLAN



LOST CAJUN RESTAURANT

Tenant Interior Remodel & Deck Addition

8350 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

OWNER: Jane Brown
ARCHITECT: The Roland Studio of Architecture
DATE: 10/15/11
SCALE: 1/8" = 1'-0"

THE ROLAND STUDIO
OF ARCHITECTURE
A COMMITMENT TO EXCELLENCE

By Jane Brown
Owner, Lost Cajun Restaurant
10/15/11
10/15/11

DG RIVERBEND, LLC AND JC RIVERBEND, LLC
Retail Lease

LEASE SUMMARY

1. Landlord: DG Riverbend, LLC, and JC Riverbend, LLC, as tenants-in-common, or their assigns
2. Tenant: Blacktip, LLC, dba The Lost Cajun - Littleton
3. Guarantors: Gregory Jones and Karin Jones
4. Premises: 5350 South Santa Fe Drive, Building B, Unit F, Littleton, Colorado
5. Rentable Sq. Ft.: 2,858 Sq. Ft.
6. Commencement Date: As defined in Paragraph 2A of the Lease.
7. Expiration Date: Five (5) years after the Lease Commencement Date
8. Term: Approximately five (5) years and six(6) months
9. Rent Commencement Date: Six (6) months after mutual execution of the Lease
10. Initial Base Rent (Annually) Lease Year 1: \$51,444.00/NNN
11. Initial Base Rent (Monthly) Lease Year 1: \$4,287.00/NNN
12. Increase in Base Rent (Annually)
 - a. Lease Year 2: \$54,302.00;
 - b. Lease Year 3: \$57,160.00;
 - c. Lease Year 4: \$60,018.00;
 - d. Lease Year 5: \$62,876.00.
13. Increase in Base Rent (Monthly)
 - a. Lease Year 2: \$4,525.17;
 - b. Lease Year 3 \$4,763.33
 - c. Lease Year 4: \$5,001.50;
 - d. Lease Year 5: \$5,239.67
14. Percentage Rent: N/A

15. Prepaid Rent: None (subject to receipt of financial statements)
16. Parking Spaces: Shared Common Parking.
17. Landlord Improvements: None
18. Security Deposit: \$4,287.00
19. Essex House Motel Monthly Parking as of Lease Commencement Date: \$85.71
20. Tenant's Pro Rata Share: 17.62% (based on 16,224 square feet total project size)
21. Option on Additional Space: N/A
22. Option to Renew: Two (2) three (3)-year options with Base Rent at the rate set forth in Section 3
23. Brokers: John Livaditis and Tom DeGregorio, Axio Commercial Real Estate, for Landlord; Sean Curley, Paragon Commercial, LLC, for Tenant

EXHIBITS:

- A - Description of Premises
- B - Legal Description
- C - Estoppel and Commencement Date Certificate
- D - Intentionally Deleted
- E - Parking Schedule
- F - Rules and Regulations
- G- Guaranty of Lease
- H- List of Exclusives
- I - Tenant Signs
- J - Notice of Non-liability of Landlord
- K - 2016 Operating Expense Budget
- L - Letter Waiver from Panda Express
- M - Conditional Assignment of Lease
- N - Existing Personal Property

Note: This Lease Summary does not in any way modify the terms of the Lease, but rather is for information purposes only. The Lease should be consulted for the specific terms of the Lease Agreement.

**DG RIVERBEND, LLC AND JC RIVERBEND, LLC
RETAIL LEASE**

THIS RETAIL LEASE (this "Lease") is made this ____ day of June 2016 ("Effective Date"), between DG RIVERBEND, LLC, and JC RIVERBEND, LLC, Colorado limited liability companies, as tenants-in-common (collectively, "Landlord"), and BLACKTIP, LLC, a Colorado limited liability company, dba THE LOST CAJUN - LITTLETON ("Tenant").

1. **Premises:** Landlord hereby leases to Tenant those certain premises designated as Building B, Unit F on the Description of Premises attached hereto as Exhibit A and incorporated herein by this reference (the "Premises"), consisting of a total of approximately Two Thousand Eight Hundred Fifty-Eight (2,858) square feet of space located at 5350 South Santa Fe Drive, Littleton, Colorado, (hereinafter, the "Building"), located on the real property more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, together with a nonexclusive right, subject to the provisions hereof, to use all appurtenances thereunto, including, but not limited to, parking areas and any other areas designated by Landlord for use by tenants of the Building (the Building, real property on which the same is situated, parking areas, other areas and appurtenances are hereinafter collectively sometimes called the "Building Complex"). All portions of the Building Complex available for use by all tenants of the Building Complex are defined herein as the "Common Areas". This Lease is subject to the terms, covenants and conditions set forth herein and Tenant and Landlord each covenant as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions to be kept and performed by them.

2. **Term:**

(a) The term of this Lease shall be for approximately five (5) years and six (6) months (the "Primary Lease Term") commencing at 12:01 a.m. on the date of mutual execution of this Lease (the "Lease Commencement Date") and terminating at 12:00 midnight (the "Termination Date"), on the date which is five (5) years after the Rent Commencement Date, as hereinafter defined, unless sooner terminated pursuant to the terms hereof. The "Rent Commencement Date," with respect to the Base Rent, shall mean the date which is six (6) months after the Lease Commencement Date. Landlord will deliver possession of the Premises, broom-clean and with the HVAC system, electrical system, plumbing, roof and grease trap for the Premises in good operating condition on the Effective Date.

(b) If the Rent Commencement Date is a day other than the first day of the month, Tenant shall pay proportionate rent at the same monthly rate set forth herein (also in advance) for such partial month and all other terms and conditions of this Lease shall be in force and effect during such partial month, and the end of the term hereof shall be adjusted to a date which is the last day of the month five (5) years after the Rent Commencement Date. Tenant agrees to execute and deliver to Landlord, in form attached hereto as Exhibit C, an Estoppel and Commencement Date Certificate, within ten (10) days of the Lease Commencement Date, certifying as to the actual Lease Commencement Date and Termination Date, the Rent Commencement Date, and such other matters as may be required by Landlord.

(c) Provided that Tenant has not been in default beyond any notice and cure period provided for under this Lease and is not then in default beyond any notice and cure period provided for under this Lease and Tenant is open and operating its business in the Premises, Tenant shall have the option to renew this Lease for two (2) additional terms of three (3) years (each, an "Option Term"). Tenant shall exercise the option by delivering written notice of exercise to Landlord ("Renewal Notice"), no less than one hundred eighty (180) days prior to expiration of the Primary Lease Term, or the then-current Option Term. Tenant's failure to exercise the first option to renew this Lease in the time and manner provided herein shall constitute a waiver of the options to renew, in which case, this Lease shall terminate at the expiration of the Primary Lease Term. Failure to exercise the second option to renew this Lease in the time and manner provided herein shall constitute a waiver of such option to renew, in which case, this Lease shall terminate at the expiration of the first Option Term. Furthermore, if an Event of Default (as defined in Section 19) occurs hereunder, the option to renew shall automatically terminate and be of no further force or effect. In the event the option is exercised, all of the terms and provisions of this Lease shall apply during the applicable Option Term, except that the option to renew shall have been exercised and shall be of no further force or effect, and Base Rent shall be in an amount agreed upon by Landlord and Tenant pursuant to paragraph 3(b) of this Lease.

(d) The term "Lease Year," as referred to in this Lease, means a period of twelve (12) consecutive calendar months (except that the first Lease Year shall consist of eighteen (18) calendar months). The first Lease Year shall begin on the Lease Commencement Date, if the Lease Commencement Date occurs on the first day of the calendar month; and, if not, then the first Lease Year shall commence on the first day of the first calendar month after the Lease Commencement Date and shall end on the last day of the month which is twelve (12) months after the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the last day of the month in which the Rent Commencement Date occurred. The first Lease Year shall also include any partial month in which the Lease Term commences.

3. Base Rent/Security Deposit:

(a) Tenant shall pay to Landlord, rent for the Premises ("Base Rent") as follows:

Lease Year	Rent/sq. ft.	Monthly Base Rent	Annual Base Rent
1*	\$18.00	\$4,287.00	\$51,444.00
2	\$19.00	\$4,525.00	\$54,302.00
3	\$20.00	\$4,763.33	\$57,160.00
4	\$21.00	\$5,001.50	\$60,018.00
5	\$22.00	\$5,239.67	\$62,876.00

*Notwithstanding the Base Rent provided for the first Lease Year above, as long as Tenant is not in default under this Lease, Tenant shall not be obligated to pay the monthly Base Rent payable for the first six (6) months of the Primary Lease Term.

(b) During the Option Term, the Base Rent shall be "market rate", increasing each Lease Year on the anniversary of the commencement of the Option Term. For purposes of this Lease, "market rate" and "increases" shall be determined as follows:

(1) First, Landlord and Tenant shall meet and confer in good faith in an attempt to agree within thirty (30) days of Tenant's delivery of the Renewal Notice on the Base Rent to be paid during the applicable Option Term, including any annual increases in such amounts. If the parties are unable to agree upon the Base Rent within said thirty (30) days, then Base Rent shall be determined by a broker evaluation of the fair market rent for the Premises and, unless the parties are able to agree on one broker, each party shall, within five (5) business days after the expiration of such thirty (30) day period, specify by written notice to the other, the name and address of a broker to act on behalf of such party. If a party fails to give notice to the other party of the appointment of its broker within ten (10) business days after notice from the other party, then the broker appointed by the other party shall carry out the evaluation hereunder.

(2) Within ten (10) business days after the date the last broker is selected by a party (or expiration of said 10-business day period without a party selecting a broker), the two brokers shall appoint a third broker. If the two brokers are unable to agree upon a third broker within an additional ten (10) business day period after the expiration of such ten (10) business day period, then either party, on behalf of both, may request the then Chief Judge of the Denver District Court, acting in his or her personal, private capacity, or his or her designee, to appoint the third broker and the other party shall not raise any objection to such Judge's full power and jurisdiction to entertain the application and make the appointment. Notwithstanding the foregoing to the contrary, if only one broker has been appointed, no additional broker shall be required.

(3) Each broker chosen or designated shall, within thirty (30) days after the appointment of the final broker required herein, render an opinion in writing setting forth his or her determination of the fair market rental rate for the Premises for the applicable Option Term. Each broker opinion rendered hereunder shall be binding and conclusive upon the parties absent fraud or computational error.

(4) All brokers appointed hereunder shall have not less than five (5) years experience leasing similar retail properties in the Denver, Colorado metropolitan area.

(5) Upon receipt of the brokers' opinions, the parties shall average the results determined by each broker to determine the mean result. If none of the determinations established by the brokers is more than ten percent (10%) higher or lower than such mean, then such mean shall be the Base Rent to be payable during the applicable Option Term. If the determination as established by a broker is more than ten percent (10%) higher or lower than such mean, then such broker's opinion shall be disregarded and the remaining opinion(s) shall be re-averaged, and the mean so determined shall constitute the Base Rent to be paid during the applicable Option Term. Notwithstanding anything set forth herein to the contrary, in no event shall the Base Rent payable in the first Lease Year of each Option Term exceed ten

percent (10%) over the Base Rent payable in the last Lease Year prior to commencement of such Option Term.

(6) All costs and fees of the brokers hereunder and all other expenses of the proceedings hereunder, shall be borne equally by Landlord and Tenant. All costs and expenses incurred by a party to retain its own attorneys, other independent consultants or expert witnesses in connection with the evaluation procedure hereunder shall be borne by such party.

(7) The brokers shall resolve solely the calculation fair market rental rate and only in accordance with the applicable standards and provisions hereof; the brokers shall have no authority to modify, alter, amend, expand, enlarge or diminish such applicable standards and provisions; and the jurisdiction of the brokers is limited accordingly. The decision of the brokers shall be deemed, for all purposes, to be an award of arbitrators under applicable law, and may be entered as a judgment in a court of competent jurisdiction pursuant thereto. Compliance with this procedure is a condition precedent to the commencement by a party of a judicial proceeding arising out of the determination of fair market rental rate. If a broker appointed hereunder dies, resigns, refuses to act or becomes legally incapacitated, his or her replacement or successor shall be appointed in the manner specified above. As used herein, the term "fair market rental rate" means the rental that a landlord and tenant acting in good faith at arm's length would agree upon for a renewed sixty (60) month term for the Premises for the specific use of Tenant taking into consideration rates for comparable premises within a five (5) mile radius of the Premises.

(c) Payment Date: All installments of Base Rent shall be payable in advance, on the first (1st) day of each calendar month during the term hereof. Tenant will have a five (5) day grace period for payment of such monthly installments without penalty. All Base Rent shall be paid without notice, demand, deduction or offset, at the office of Landlord or to such other person or at such other place as Landlord may designate in writing. Tenant shall pay to Landlord as "Additional Rent" all other sums due under this Lease.

(d) Security Deposit: Simultaneously with the execution of this Lease, Tenant shall pay to Landlord the Security Deposit in the amount of Four Thousand Two Hundred Eighty-Seven Dollars (\$4,287.00), which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. The Security Deposit is not an advance payment of Base Rent or Additional Rent or a measure or limit of Landlord's damages upon an Event of Default. Landlord may, from time to time following an Event of Default and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Provided that Tenant has performed all of its obligations hereunder, Landlord shall, within sixty (60) days after the Lease term ends, return to Tenant the portion of the Security Deposit which was not applied to satisfy Tenant's obligations. The Security Deposit may be commingled with other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord shall assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

4. Rent Adjustment:

(a) The following terms shall have the following meanings with respect to the provisions of this Paragraph 4:

(1) Building Rentable Area shall mean all rentable space leased or available for lease in the Buildings located in the Building Complex. If there is a significant change in the aggregate Building Rentable Area, of a permanent nature, as a result of an addition to any Building, partial destruction thereof or similar circumstance, Landlord's accountants shall determine and make an appropriate adjustment to the provisions herein.

(2) Tenant's Pro Rata Share shall mean a fraction, the numerator of which is the rentable area of the Premises (i.e., 2,858 square feet) and the denominator of which is the Building Rentable Area (i.e., 16,224 square feet), and is equal to approximately 17.62%. At such time, if ever, any space is added to or subtracted from the Premises pursuant to the terms of this Lease, Tenant's Pro Rata Share shall be increased or decreased accordingly.

5. Additional Rent:

(a) It is hereby agreed that commencing on the Lease Commencement Date, Tenant shall pay to Landlord as Additional Rent during the balance of the term hereof Tenant's Pro Rata Share of Operating Expenses. "Operating Expenses" shall mean:

All operating expenses of any kind or nature which are necessary, ordinary or customarily incurred with respect to the repair, replacement, operation and maintenance of the Building Complex or any portion thereof, (but not with respect to any individual tenants or premises leased to such tenants), as determined in accordance with good accounting practices and shall include, but not be limited to:

(i) Costs of supplies, including, but not limited to, the cost of "relamping" all Common Area lighting as the same may be required from time to time;

(ii) Costs incurred in connection with obtaining and providing energy for the Building Complex, including, but not limited to, costs of propane, butane, natural gas, steam, electricity, solar energy and fuel oils, coal or any other energy sources provided to the Common Areas, if any;

(iii) Cost of water, sanitary, storm drainage and grease trap services;

(iv) Costs of janitorial and security services, if any;

(v) Costs of general maintenance and repairs, including costs under HVAC and other mechanical maintenance contracts applicable to the common areas, if any; and repairs of equipment used in connection with such maintenance and repair work;

(vi) Costs of maintenance of landscaping; and costs of maintenance, repair, striping and repaving of parking areas, Common Areas, plazas and other

areas used by tenants of the Building Complex, including trash and snow removal and any grease traps shared by Tenant;

(vii) Any fees, costs or assessments imposed by any property owners associations;

(viii) Insurance premiums, including fire and all-risk coverage, together with loss of rent endorsement; public liability insurance; and any other insurance carried by Landlord on the Building Complex or any component parts hereof;

(ix) Labor costs, including wages and other payments, costs to Landlord of worker's compensation and disability insurance, payroll taxes, welfare fringe benefits and legal fees and other costs or expenses incurred in resolving any labor disputes;

(x) Reasonable legal, accounting, inspection and other consultation fees (including, without limitation, fees charged by consultants retained by Landlord for services that are designed to produce a reduction in Operating Expenses or reasonably to improve the operation, maintenance or state of repair of the Building Complex) incurred for the normal prudent operation of the Building Complex.

(xi) A general overhead and administrative charge equal to four percent (4%) of the then existing annual base rent;

(xii) The costs of capital improvements and structural repairs and replacements made in or to the Building Complex or the cost of any machinery or equipment installed in the Building Complex required in order to conform to any applicable laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building Complex (herein, "Required Capital Improvement"); the costs of any capital improvements and structural repairs and replacements designed primarily to reduce Operating Expenses (herein, "Cost Savings Improvements"); and a reasonable annual reserve for all other capital improvements and structural repairs and replacements reasonably necessary to permit Landlord to maintain the Building Complex as a first class retail center; provided, however, the foregoing shall not include depreciation or amortization of the Building Complex. The expenditures for Required Capital Improvements and Cost Savings Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement (as determined by Landlord's accountants), provided that the amortized amount of any Cost Savings Improvement shall be limited in any year to the reduction in Operating Expenses as a result thereof; and

(xiii) "Real Estate Taxes" including all real property taxes and assessments levied against the Building Complex by any governmental or quasi-governmental authority, including any taxes, assessments, surcharges, or service or other fees of a nature not presently in effect which shall hereafter be levied on the Building Complex as a result of the use, ownership or operation of the Building Complex or for any other reason, whether in lieu of or in addition to any current real estate taxes and assessments; provided, however, that any taxes which shall be levied on the rentals of the Building Complex shall be determined as if the Building Complex were Landlord's only property and provided further, that in no event shall the term "Taxes and Assessments", as used herein, include any federal, state or local income taxes

levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes; such term shall, however, include gross taxes on rentals and expenses incurred by Landlord for tax consultants and in contesting the amount or validity of any such Taxes or Assessments (all of the foregoing are collectively referred to herein as "Taxes"). "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business license tax, commercial rental tax, levy, charge or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage or other improvement or special district thereof, against the Premises, the Building or the Building Complex, or against any legal or equitable interest of Landlord therein. For the purposes of this Lease, any special assessment shall be deemed payable in such number of installments as is permitted by law, whether or not actually so paid. Tenant shall pay its pro rated share of actual Real Estate Taxes.

(xiv) The Tenant's portion of shared parking expense at Essex House Motel as provided in Paragraph 23(b) of this Lease.

(xv) Any other expense which under good accounting practices would be considered a normal maintenance or operating expense.

Operating Expenses shall expressly exclude Landlord's income taxes; leasing commissions, advertising and promotional expenses; interest on debt or amortization payments on any mortgages or deeds of trusts; costs of repairs or other work occasioned by fire, windstorm or other casualty to the extent of insurance proceeds received; costs incurred by Landlord due to any violation by Landlord of the terms and conditions of any lease; costs incurred by Landlord due to Landlord's negligence or willful misconduct, or the negligence or willful misconduct of Landlord's employees or agents, in the maintenance or repair of all or any portion of the Building Complex; penalties incurred by Landlord for failure to pay taxes when due; expenses relating to refinancing or sale of all or any portion of the Building Complex; costs of correcting code violations existing prior to the Lease Commencement Date; and any other expense which under generally accepted accounting principles would not be considered a normal maintenance or operating expense, except as otherwise specifically provided herein.

(b) Landlord shall make a good faith estimate of the Additional Rent to be due from Tenant for any calendar year or part thereof during the Lease term, and Tenant shall pay to Landlord, on the Lease Commencement Date and continuing on the first day of each calendar month thereafter, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. From time to time, Landlord may estimate and re-estimate the Additional Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Additional Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of the Additional Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided in accordance with subparagraph 5(d) hereof. Notwithstanding anything sent forth in this Paragraph 5 to the contrary, in no event shall annual increases in Tenant's Pro Rata Share of Operating Expenses applicable to controllable Operating Expenses exceed five percent (5%) on a compounding, non-cumulative basis (the "Operating Expense Cap"); provided, however, that the

Operating Expense Cap shall not apply to those Operating Expenses which Landlord cannot reasonably control, including Real Estate Taxes, insurance, snow removal, utilities, grease trap, trash removal costs, the shared parking expense pursuant to Paragraph 23(b) and any costs required under any property owners association. The Operating Expense Cap used to establish Tenant's Pro Rata Share shall be reset to the actual Operating Expenses in the first Lease Year of each Option Term, with the Operating Expense Cap then being applied to all subsequent years until the next reset year.

(c) Landlord's failure during the Lease term to prepare and deliver any statements or bills, or Landlord's failure to make a demand under this Paragraph or under any other provision of this Lease shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender its rights to collect any items of Additional Rent which may have become due pursuant to this Paragraph during the term of this Lease. Tenant's liability for all Additional Rent due under this Paragraph 5 shall survive the expiration or earlier termination of this Lease.

(d) Landlord shall prepare a line item report which shall accompany the calendar year end Operating Expenses billing reconciliation ("CAM Reconciliation"). The 2016 Operating Expense Budget is attached to this lease as Exhibit K and shall be the basis for Tenant's payment of Additional Rent for the remainder of calendar year 2016. Landlord shall provide a breakdown of any line item entries. Tenant shall have the right at its own expense and at a reasonable time (after written notice to Landlord) within sixty (60) days after receipt of the CAM Reconciliation to audit Landlord's books relevant to the Tenant's Pro Rata Share of Operating Expenses due under this Paragraph 5. In the event Tenant does not audit Landlord's books and deliver the results thereof to Landlord within said sixty (60) day period, the terms and amounts set forth in the CAM Reconciliation shall be deemed conclusive and final and Tenant shall have no further right to adjustment. In the event Tenant's examination reveals that an error has been made in Landlord's determination of Tenant's Pro Rata Share of Operating Expenses and Landlord agrees with such determination, then the amount of such adjustment shall be payable by Landlord or Tenant, to the other party as the case may be. In the event Tenant's examination reveals an error has been made in Landlord's determination of Tenant's Pro Rata Share of Operating Expenses and Landlord disagrees with the results thereof, Landlord shall have sixty (60) days to obtain an audit from an accountant of its choice to determine Tenant's Pro Rata Share of Operating Expenses. In the event Landlord's accountant and Tenant's accountant are unable to reconcile their audits, both accountants shall mutually agree upon a third accountant, whose determination of Tenant's Pro Rata Share of Operating Expenses shall be conclusive. In the event the amount of error by Landlord is determined to be five percent (5%) or more, the reasonable costs of the three audits made pursuant to this subparagraph shall be paid by Landlord. In the event the amount of error by Landlord is determined to be less than five percent (5%), the reasonable costs of the three audits made pursuant to this subparagraph shall be paid by Tenant. The amount of any adjustment shall be payable by Landlord or Tenant to the other party as the case may be within ten (10) days of the date of the results of the binding audit are delivered to the parties; provided that any overpayment by Tenant shall be credited to the amount of Base Rent and Additional Rent next coming due under the Lease.

6. Character of Occupancy:

(a) The Premises are to be used solely as an eat-in or take-out restaurant primarily providing, for breakfast, lunch, and dinner, Cajun-style foods, desserts, beverages (including alcoholic beverages) and other products typically sold in restaurants operating under "The Lost Cajun" trade name, retail sales associated therewith and other ancillary purposes ("Permitted Use"), and for no other purpose without the prior written consent of Landlord. Landlord will not permit any change in use that would violate the existing or future use or exclusive of other tenants. So long as Tenant is not in default of this Lease, Landlord agrees not to enter into a lease with another tenant in the Building Complex that sells Cajun style food as its primary menu items. For purposes of this Lease, "primary menu items" means ten percent (10%) or more of the gross sales of menu items of the business are derived from Cajun food items, excluding Panda Express. If Landlord violates Tenant's exclusive use rights granted under this Paragraph and such violation persists for more than sixty (60) days following Tenant's written notice to Landlord thereof, Tenant shall have the right to reduce its monthly payments of Base Rent by fifty percent (50%) until such violation is cured. If the default is not cured within twelve (12) months of the original default notice, then Tenant shall have the right to terminate this Lease by delivering written notice to Landlord on or before expiration of said twelve (12) month period; provided, however, that if Tenant has not terminated the Lease, Tenant shall commence paying full Base Rent upon expiration of said twelve (12) month period and Tenant shall have no further right to terminate the Lease as a result of the prior violation by Landlord. The foregoing remedies shall not apply (and Landlord shall not be in default of this provision), if another tenant of the Building Complex who is prohibited from doing so under its lease, violates Tenant's exclusive use ("Rogue Tenant"). As long as Landlord is diligently pursuing all remedies against such Rogue Tenant, Tenant shall have no remedies against Landlord, although Tenant shall have the right to join in Landlord's action against the Rogue Tenant, or pursue its own action against such Rogue Tenant. The Tenant's exclusive use right does not apply to the other tenants in the Building Complex on the Effective Date of this Lease or their subtenants or assignees; provided, however, that to the extent Landlord has the right to withhold consent to a change in use by any existing tenant or their subtenants or assigns without subjecting Landlord to any claims by such tenants under the existing leases, Landlord will not consent to a change in use that would violate the exclusive use granted to Tenant. The exclusive use right granted to Tenant hereunder does not violate the exclusive rights granted to any other tenant in the Building Complex, except Panda Express, from whom a waiver letter has been obtained, as set forth on Exhibit L, attached hereto ("Waiver Letter"). Tenant shall, at its sole expense, comply with all laws applicable to its use of the Premises and obtain all permits or licenses required for the transaction of business at the Premises. The Premises shall not be used in any way which would violate the terms of any exclusive uses previously or hereinafter granted by Landlord to other tenants in the Building Complex or in violation of the terms of the Waiver Letter. Upon written request from Tenant, Landlord shall notify Tenant in writing of any exclusive uses then existing in the Building Complex. Furthermore, whether or not an exclusive use right is granted by Landlord to another tenant, Tenant shall not use or allow any portion of the Premises to be used for a primary use which is substantially the same primary use of any other store or tenant in the Building Complex. The current exclusive uses granted to other tenants of the Building Complex are identified as Exhibit H, attached hereto and incorporated herein by this reference.

(b) Tenant shall not suffer nor permit the Premises nor any part thereof to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way (i) make void or voidable any fire or liability insurance policy then in force with respect to the Building Complex, (ii) make unobtainable from reputable insurance companies authorized to do business in the state where the Premises are located any fire insurance with extended coverage, or liability, boiler or other insurance required to be furnished by Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates, (iii) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Building Complex or any part thereof, (iv) constitute a public or private nuisance, (v) impair the appearance, character or reputation of the Building Complex, (vi) discharge objectionable fumes, vapors or odors into the Building air conditioning system or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building, (vii) impair or interfere with any of the Building services or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building or Building Complex by, or occasion discomfort, or annoyance to Landlord or any of the other tenants or occupants of the Building Complex, any such impairment or interference to be based upon the judgment of Landlord, (viii) create waste in, on or around the Premises, Building, or Building Complex, or (ix) make any noise or set up any vibration which will disturb other tenants, except in the course of permitted repairs or alterations at times permitted by Landlord and subject to the terms of Paragraph 10(c) hereof.

(c) Tenant shall not use the Premises nor permit anything to be done in or about the Premises or Building Complex which will in any way conflict with any law, statute, ordinance, protective covenants affecting the Building Complex or governmental or quasi-governmental rules or regulations now in force or which may hereafter be enacted or promulgated. Tenant shall give written notice within five (5) business days from receipt thereof to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof, including, without limitation, any notices of violation of public health and safety laws issued by the department of health or any other governmental or quasi governmental agency. Furthermore, Tenant shall provide Landlord with a copy of all health inspection reports within five (5) business days of Tenant's receipt thereof. Tenant shall correct any such violations within the lesser of (i) the time period set forth in the violation notice; or (ii) five (5) business days after delivery of such violation notice to Tenant by the applicable governmental or quasi governmental entity. Tenant shall deliver, within five (5) business days of receipt thereof, written confirmation from such entity that the violation has been cured. Landlord shall give prompt notice to Tenant of any notice it receives relative to the violation by Tenant of any law or requirement of any public authority with respect to the Premises or the use or occupation thereof.

(d) Subject to the occurrence of an event of force majeure, Tenant shall open for business to the general public, fully stocked and staffed, on or before one hundred eighty (180) days after the Lease Commencement Date. Throughout the entire Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Premises, and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the hours required pursuant to the rules and regulations attached to this Lease, during ordinary business hours for a business similar to Tenant's business. In the event that, at any time during the Term after store opening, Tenant fails to continuously conduct

Tenant's business at the Premises for any reason other than a temporary closure due to a casualty or for remodeling, and such failure continues for more than ninety (90) consecutive days, then Landlord shall have the right, but not the obligation, in addition to Landlord's remedies for the Tenant's default, to forebear from exercising Landlord's remedies and to terminate this Lease upon not less than thirty (30) days prior written notice (the "Recapture Notice"). In the event that Landlord elects, in Landlord's sole and absolute discretion, to deliver the Recapture Notice to Tenant, the Termination Date shall be automatically accelerated to the date set forth in the Recapture Notice, and Tenant shall surrender possession of the Premises to Landlord, in accordance with the provisions of this Lease, on or before the accelerated Termination Date.

7. Services and Utilities:

(a) Landlord hereby notifies Tenant, and Tenant hereby acknowledges, that the Premises is totally self-contained with regard to the services and utilities for the Building. All gas and electrical services to the Building are individually and separately metered to each unit. Water, sewer and grease trap service is provided to the Building Complex and is billed according to Tenant's Pro-Rata Share by Landlord as Suite Utility Expenses, part of the Operating Expenses. Tenant shall, within a period of three (3) days of the Lease Commencement Date, notify all service and utility providers as to the change of billing into the Tenant's name. Tenant shall contract directly for any janitorial service required by Tenant. Tenant shall be responsible for all services and utilities to the Premises, and for the payment of all invoices submitted by the provider. All invoices shall be paid by the Tenant in a timely manner on or before the date so indicated as due on such invoice.

(b) Tenant agrees that Landlord shall not be liable for failure to supply any heating, air conditioning, electrical, lighting or other services during any period when Landlord uses reasonable diligence to supply such services, or during any period Landlord is required to reduce or curtail such services pursuant to any applicable laws, rules or regulations, now or hereafter in force or effect, it being understood and agreed to by Tenant that Landlord may discontinue, reduce or curtail such services, or any of them at such times as it may be necessary by reason of accident, unavailability of employees, repairs, alterations, improvements, strikes, lockouts, riots, acts of God, application of applicable laws, statutes, rules and regulations, or due to any other happening beyond the reasonable control of Landlord. In the event of any such interruption, reduction or discontinuance of Landlord's services, Landlord shall not be liable for damages to persons or property as a result thereof, nor shall the occurrence of any such event in any way be construed as an eviction of Tenant or cause or permit an abatement, reduction or set off of rent, or operate to release Tenant from any of Tenant's obligations hereunder.

(c) In the event that Tenant has any special or additional electrical or mechanical requirements related to its use of the Premises, any such electrical or mechanical equipment must be located within the Premises. Such electrical or mechanical requirements, for the purposes hereof, shall include by way of example, but not limitation, any internal telephone system. The foregoing shall in no way be construed as granting to Tenant additional rights to use any such special or additional electrical or mechanical equipment in its Premises without the prior written consent of Landlord. Any additional cost or expense related to or resulting from such electrical or mechanical requirements shall be the sole obligation of Tenant. Upon expiration or earlier termination of this Lease if Tenant fails to remove its improvements or

additions, other than the addition of the Patio (as defined in Paragraph 10) and all electrical and mechanical aspects thereof, it shall be at the Landlord's option to have said improvements or additions removed at the sole cost and expense of the Tenant and if such improvements or additions are removed, Tenant shall repair any damage to the Premises resulting from such removal.

8. Quiet Enjoyment: Subject to the provisions of this Lease, Landlord covenants that Tenant on paying the rent and performing the covenants of this Lease on its part to be performed shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease. Landlord shall not be responsible for the acts or omissions of any other tenant or third party which may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the real property of which the Premises are a part, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided, however that Landlord shall require transferee to assume all such obligation and liabilities of Landlord under this Lease.

9. Maintenance and Repairs:

(a) Notwithstanding any other provisions of this Lease, Landlord shall repair and maintain in a good condition the structural portion of the Buildings, including but not limited to the plumbing and electrical systems installed or furnished by Landlord, the utility and sewer lines up to and including the connection to the Premises, the sprinkler mains, the roof, the foundations and floor slabs, and the exterior and masonry walls; subject to reimbursement as provided in Paragraph 5. Except in the cases of fire or other casualty, to the extent such maintenance and repairs are caused by the negligent or willful misconduct of Tenant, its agents, or employees, Tenant shall pay to Landlord, on demand, the cost of such maintenance and repairs less the amount of any insurance proceeds received by Landlord on account thereof, if applicable. Landlord shall also maintain and keep in good order and repair, the Building roof; the curtain wall, including the Building telephone and electrical closets; public portions of the Buildings or Building Complex, including, but not limited to, the landscaping, walkways, Common Areas, and interior portions of the Building above and below grade which are not covered by leases, subject to reimbursement as provided in Paragraph 5.

(b) Tenant, at Tenant's sole cost and expense, except for services furnished by Landlord pursuant to Paragraph 7 hereof, shall repair and maintain the Premises, including the interior surfaces of the ceilings (if damaged or discolored due in whole or in part to the act, neglect, omission or fault of Tenant), walls and floors, all doors, interior glass partitions or glass surfaces and pipes, electrical wiring, switches, fixtures and other special items including the heating, ventilation and air conditioning system ("HVAC system"), in good order, condition and repair, ordinary wear and tear and damage by fire or other casualty and taking by eminent domain excepted. Tenant shall be solely responsible, at its sole cost and expense, for the repair, maintenance and replacement of the HVAC system for the Premises. Tenant shall enter into a service agreement with an HVAC maintenance and service company acceptable to Landlord which shall provide for regular servicing and maintenance of the HVAC system on at least a quarterly basis, and Tenant shall annually deliver to Landlord a copy of such agreement and all service reports. Tenant shall also maintain and keep in good order and repair all glass

connections at the perimeter of the Premises, all exterior doors to the Premises, including any exterior plate glass within the Premises. Notwithstanding anything set forth herein to the contrary, Landlord represents and warrants that the HVAC system, electrical system, plumbing, roof and grease trap for the Premises are all in good condition on the Lease Commencement Date. If any of the HVAC system, electrical system, plumbing, roof and grease trap for the Premises are not in good condition on the Lease Commencement Date, Tenant shall deliver written notice to Landlord within twenty (20) days after the Lease Commencement Date, and Landlord, at Landlord's sole cost and expense, shall repair any such item to good condition. Landlord's obligation with respect to such items shall terminate ninety (90) days after the Lease Commencement Date, if no written notice of the need for repairs has been delivered to Landlord by Tenant on or before said date.

10. Alterations and Additions:

(a) Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without obtaining the prior written consent of Landlord; provided, however, that Tenant shall have no obligation to obtain Landlord's consent to non-structural, non-mechanical alterations costing less than Ten Thousand and 00/100 Dollars (\$10,000.00). Tenant shall submit any such request to Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, and at Tenant's sole cost, such requirements as Landlord may reasonably deem necessary in its judgment, including, without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed and the times during which the work is to be accomplished, approval of all plans and specifications and the procurement of all licenses and permits. Whether or not Landlord's consent to alterations is required, Tenant shall notify Landlord in writing no less than five (5) business days prior to the date Tenant intends to commence construction of such alterations in the Premises. Landlord shall be entitled to post notices on and about the Premises with respect to Landlord's non-liability for mechanics' liens and Tenant shall not permit such notices to be defaced or removed. The form of such notice of non-liability is attached hereto as Exhibit J and incorporated herein by this reference ("Non-Liability Notice"). Prior to commencement of construction or alterations in the Premises, Tenant shall obtain Landlord's signature on the Non-Liability Notice and shall post it in the Premises, in compliance with this section. Tenant further agrees not to connect any apparatus, machinery or device to the Building systems, including electric wires, water pipes, fire safety, heating and mechanical systems, without the prior written consent of Landlord.

(b) Subject to any applicable laws and governmental approval thereof, and subject to the approval by Landlord of the location, configuration, and plans therefor, Tenant, at Tenant's sole option and expense, shall have the right to construct a patio area, in a location and size approved by Landlord as an outdoor seating area (the "Patio") for customer dining; provided, however, that no smoking shall be allowed on the Patio.

(c) In the event a Patio is permitted and installed by Tenant, Tenant shall construct, use and maintain such Patio in compliance with the terms of applicable laws and the rules and regulations, and all terms and provisions of this Lease with respect to the Premises shall apply to the Patio, excluding any obligation of Tenant to pay Rent or any additional charges for such Patio area, except for the Tenant's obligation to maintain such Patio, as provided in this

Paragraph 10. Tenant shall use the Patio in a manner that complies with all laws and the rules and regulations. Landlord acknowledges and agrees that Tenant may provide entertainment including live music to its customers on the Patio, so long as that entertainment and music complies with all laws, rules and regulations. Entertainment and music shall be played at reasonable decibels so that it does not disturb the other tenants, customers or invitees of the Building Complex or neighbors of the Building Complex. If either Landlord or Tenant receive any complaints about the live music being played on the Patio, such party shall notify the other party and deliver copies of any documents evidencing such complaint within five (5) days of receipt thereof, and Tenant will be responsible for remedying such complaints. If Tenant cannot remedy complaints from other tenants or neighbors, Landlord shall have the right, after delivery of written notice to Tenant, and Tenant failing to advise Landlord in writing within five (5) days of receipt of such notice, of the steps being taken by Tenant to remedy the complaint, at Tenant's sole cost and expense, to remedy the complaint including the right to revoke, temporarily or permanently, Tenant's right to provide entertainment and music. Tenant will be solely responsible for responding to any actions by local authorities relating to the entertainment or music and will be responsible for any fees or fines. Tenant shall reimburse Landlord for any and all costs incurred by Landlord with respect to this Paragraph within ten (10) days of delivery of an invoice to Tenant therefor, together with interest thereon at the default rate from the date such expense was incurred until it is paid to Landlord. Tenant, at Tenant's sole cost and expense, shall clean the Patio in accordance with Landlord's maintenance standards on a daily basis, and, no less frequently than twice monthly, clean the Patio with a high pressure wash. In addition, Tenant shall designate the Patio as a "no smoking area," and shall use commercially reasonable efforts, in a first-class application thereof, to police such area on a regular basis each day. In the event Tenant fails to maintain the Patio as required in this Paragraph 10, in addition to Landlord's other rights and remedies for Tenant's default, Landlord shall have the right to charge Tenant for any extra expense to Landlord for maintaining the Building Complex resulting from Tenant's trash and debris, which amounts shall be paid by Tenant to Landlord within fifteen (15) days after invoice therefor. Tenant may restrict pedestrian traffic in this Patio to its customers. Tenant shall at Tenant's expense, maintain, clean, insure and keep in good repair the Patio.

(d) All permanently attached alterations, improvements and additions to the Premises, including, by way of illustration but not by limitation, screens, partitions, paneling, carpeting, drapes or other window coverings, shall be deemed a part of the real estate and the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Lease term, whether by lapse of time or otherwise, unless Landlord, by notice given to Tenant no later than fifteen (15) days prior to the end of the term, shall elect to have Tenant remove all or any of such alterations, improvements or additions (excluding non-movable walls), and in such event, Tenant shall promptly remove, at its sole cost and expense, such alterations, improvements and additions and restore the Premises to the condition in which the Premises were prior to the making of the same, reasonable wear and tear excepted. Any such removal, whether required or permitted by Landlord, shall be at Tenant's sole cost and expense, and Tenant shall restore the Premises to the condition in which the Premises were prior to the making of the same, reasonable wear and tear excepted. All movable partitions, machines and equipment which are installed in the Premises by or for Tenant, without expense to Landlord, and can be removed without structural damage to or defacement of the Building or the Premises, and all furniture, furnishings and other articles of personal property owned by Tenant and located in the Premises (all of which are herein called

"Tenant's Property") shall be and remain the property of Tenant and may be removed by Tenant at any time during the term of this Lease. However, if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building or the Premises resulting from such removal. All additions or improvements which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, at the end of the term or the earlier termination of this Lease.

(e) If Landlord permits persons requested by Tenant to perform any alterations, repairs, modifications or additions to the Premises, then prior to the commencement of any such work, Tenant shall deliver to Landlord certificates issued by insurance companies qualified to do business in the state where the Premises are located evidencing that worker's compensation, public liability insurance and property damage insurance, all in amounts, with companies and on forms reasonably satisfactory to Landlord, are in force and maintained by the general contractor and certificates evidencing that worker's compensation insurance is maintained by all subcontractors engaged by Tenant to perform such work. In addition, Tenant shall provide builder's risk completed value form insurance, affording coverage for "all risks of physical loss of damage" on Tenant's (or such contractor's) work in the Premises. All such policies shall name Landlord as an additional insured and shall provide that the same may not be canceled or modified without thirty (30) days' prior written notice to Landlord.

(f) Tenant, at its sole cost and expense, shall cause any permitted alterations, decorations, installations, additions or improvements in or about the Premises to be performed in compliance with all applicable requirements of insurance bodies having jurisdiction and all applicable laws and legal requirements, and in such manner as not to interfere with, delay, or impose any additional expense upon Landlord in the construction, maintenance or operation of the Building, and so as to maintain harmonious labor relations in the Building.

11. Entry by Landlord: Landlord and its agents shall have the right to enter the Premises during business hours and upon reasonable notice for the purpose of examining or inspecting the same, to supply any services to be provided by Landlord hereunder, to show the same to prospective purchasers of the Building, to make such alterations, repairs, improvements or additions to the Premises or to the Building as permitted or required under this Lease, and during the last sixty (60) days of the Primary Lease Term or the last sixty (60) days of any option period to show the same to prospective tenants of the Premises. Landlord and its agent may enter the Premises at all times and without advance notice for the purpose of responding to an actual or apparent emergency.

12. Mechanic's Liens: Tenant shall pay or cause to be paid all costs for work done or materials supplied by or on behalf of Tenant or caused to be done or supplied by or on behalf of Tenant on the Premises of a character which will or may result in liens against Landlord's interest in the Premises, Building or Building Complex and Tenant will keep the Premises, Building and Building Complex free and clear of all mechanic's liens and other liens on account of work done or materials supplied for or on behalf of Tenant or persons claiming under Tenant. Tenant hereby agrees to indemnify, defend and save Landlord harmless of and from all liability, loss, damages, costs or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials or supplies furnished to Tenant, including lien claims of laborers, contractors, subcontractors, materialmen

or others. Should any such liens be filed or recorded against the Premises, Building or Building Complex with respect to work done for or materials supplied to or on behalf of Tenant or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within ten (10) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as provided by applicable law or statute of the state where the Premises are located. If Tenant shall be in default in paying any charge for which such a mechanic's lien or suit to foreclose such a lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any costs associated therewith, and the amount so paid, together with interest at the Interest Rate and reasonable attorneys' fees incurred in connection therewith, shall be immediately due and payable from Tenant to Landlord as Additional Rent.

13. Damage to Property, Injury to Persons:

(a) Tenant, for itself and its legal representatives, successors and assigns, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims of liability against Landlord, except in cases resulting from the negligence or willful misconduct of the Landlord. Tenant, for itself and its legal representatives, successors and assigns, hereby indemnifies and agrees to hold harmless Landlord, its members, managers, agents, employees, contractors, legal representatives, successors and assigns (collectively, "Landlord Parties"), from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Premises or the Building Complex or any part thereof, to the extent such injury or damage is caused by the negligence, fault or omission of Tenant, its agents, contractors, employees, licensees or invitees. Tenant further agrees to indemnify and to hold the Landlord Parties harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, omission, conduct or negligence of Tenant, or any of its agents, contractors, employees, licensees or invitees. Such indemnities shall include by way of example, but not limitation, all costs, reasonable attorneys' fees, expenses and liabilities incurred by Landlord or any of the other Landlord Parties in or about any such claim, action or proceeding.

(b) Landlord shall not be liable to Tenant for any damage by or from any act, omission or negligence of any co-tenant or other occupant of the Building Complex, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Building Complex, as well as all damage to persons or property of other tenants or occupants thereof, caused by the misuse, neglect, act, omission or negligence of Tenant or any of its agents, contractors, employees, licensees or invitees.

(c) Neither Landlord nor its agents or employees shall be liable for any damage to property entrusted to Landlord, its agents or employees, or employees of the building manager, if any, nor for the loss or damage to any property occurring by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building Complex or

from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness, or any other cause whatsoever; provided, however, nothing contained herein shall be construed to relieve Landlord from liability for any personal injury resulting from its negligence or willful misconduct. Neither Landlord nor its agents or employees shall be liable for interference with the lights, view or other incorporeal hereditaments, nor shall Landlord be liable for any latent defect in the Premises or in the Building or Building Complex. Tenant shall give prompt notice to Landlord in case of fire or accidents in or about the Premises or the Building or of defects therein or in the fixtures or equipment located therein.

(d) In case any claim, demand, action or proceeding is made or brought against Landlord or any other Landlord Parties by reason of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act, omission or negligence of Tenant, its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord or any other Landlord Parties, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

14. Insurance:

(a) Landlord agrees to carry and maintain fire and extended coverage insurance, insuring the Building Complex and general public liability insurance against claims for personal injury, including death and property damage in or about the Building Complex (excluding Tenant's Property), such insurance to be in such amounts as Landlord (or its mortgagees) may deem appropriate and commercially reasonable. Such insurance may expressly exclude property paid for by tenants or paid for by Landlord for which tenants have reimbursed Landlord located in, or constituting a part of the Building or the Building Complex. Such casualty insurance shall afford coverage for damages resulting from (a) fire, (b) perils covered by extended coverage insurance, and (c) explosion of steam and pressure boilers and similar apparatus located in the Building or the Building Complex. Landlord may carry such other additional insurance coverage as Landlord or Landlord's mortgagee deems appropriate including coverage for loss of rents. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in the state where the Premises are located and the premiums therefor shall be included as an Operating Expense.

(b) Tenant shall, at its own cost, at all times during the term of this Lease and any extensions hereof, procure and maintain so called "special causes of loss" or equivalent insurance for hazard, fire and extended coverage on Tenant's Property and the contents of the Premises in an amount equal to full replacement cost thereof, and commercial general liability insurance or equivalent, including coverage for bodily injury, property damage, personal injury (employee and contractual liability exclusions deleted), products and completed operations, contractual liability, owner's protective liability, host liquor legal liability and broad form property damage with the following limits of liability: Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury, property damage and personal injury; Three Million Dollars (\$3,000,000.00) aggregate for bodily injury and property damage for products and completed operations. During all periods of construction of improvements or alterations in the Premises by Tenant, Tenant shall also maintain builder's risk completed value form

insurance, affording coverage for all risks of physical loss or damage on Tenant's (or its contractor's) work in the Premises. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in the state where the Premises are located, with general policyholder's ratings of not less than "A" and a financial rating of not less than "XI" in the most current available Best's Insurance Reports, and shall be otherwise reasonably satisfactory to Landlord. All such policies shall name Landlord as an additional named insured. Tenant agrees that any such insurance to be maintained by Tenant shall not be canceled or altered except upon thirty (30) days' prior written notice from Tenant to Landlord. All insurance maintained by Tenant shall be primary to any insurance carried by Landlord. If Tenant obtains any commercial general liability insurance policy on a claims-made basis, Tenant shall provide continuous liability coverage for claims arising during the entire term of this Lease, regardless of when such claims are made, either by obtaining an endorsement providing for an unlimited extended reporting period in the event such policy is canceled or not renewed for any reason whatsoever or by obtaining new coverage with a retroactive date the same as or earlier than the expiration date of the canceled or expired policy. Tenant shall provide copies of the insurance policies or certificates of such insurance to Landlord upon commencement of the Lease term and at least ten (10) days prior to any annual renewal date thereof and upon request from time to time, and such policies and certificates shall disclose that such insurance names Landlord as an additional named insured, in addition to the other requirements set forth herein. The limits of such insurance shall not, under any circumstances, limit the liability of Tenant hereunder.

(c) Each party agrees to use its best efforts to include in each of its policies insuring against loss, damage or destruction by fire or other casualty a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable (i) an express agreement that such policy shall not be invalidated if the insured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty; or (ii) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable without additional charge or at all, the insured party shall so notify the other party promptly after learning thereof. In such case, if the other party shall so elect and shall pay the insurer's additional charge therefor, such waiver, agreement or permission shall be included in the policy, or the other party shall be named as an insured in the policy. Each such policy which shall so name a party hereto as an insured shall contain, if obtainable, agreements by the insurer that the act or omission of one insured will not invalidate the policy as to the other insured. Any failure by either party, if named as an insured, promptly to endorse to the order of the other party, without recourse, any instrument for the payment of money under or with respect to the policy of which the other party is the owner or original or primary insured, shall be deemed a default under this Lease.

(d) Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including the Building, Building Complex, the Premises and rental value or business interruption) occurring during the term of this Lease to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability or naming either party as an additional insured as provided above.

(e) Neither Landlord, the building manager, if any, nor their respective agents shall be liable for any damage to the property of Tenant or others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise and Tenant shall indemnify Landlord of and from any loss or damages, costs or actions Landlord may suffer or incur as a result of such loss or damage to Property.

15. Damage or Destruction to Building:

(a) In the event that the Premises or the Building are damaged by fire or other casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgages or deeds of trust encumbering the Building, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs and restoration can, in Landlord's reasonable opinion, be made within two hundred ten (210) days after the occurrence of such damage without the payment of overtime or other premiums, and until such repairs and restoration are completed, as long as rent loss insurance proceeds are available to Landlord, the Base Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of Base Rent by reason of any portion of the Premises being unusable for a period equal to three (3) days or less). Landlord agrees to notify Tenant within forty-five (45) days after such casualty if it estimates that it will be unable to repair and restore the Premises within said two hundred ten (210) day period. Such notice shall set forth the approximate length of time Landlord estimates will be required to complete such repairs and restoration; provided, however, that Landlord shall only be required to restore the Premises to the condition existing on the Lease Commencement Date. Notwithstanding anything to the contrary contained herein, if Landlord cannot or estimates it cannot make such repairs and restoration within said two hundred ten (210) day period, then Tenant may, by written notice to Landlord cancel this Lease, provided such notice is given to Landlord within fifteen (15) days after Landlord notifies Tenant of the estimated time for completion of such repairs and restoration. Notwithstanding the preceding sentence, Tenant may not cancel this Lease as herein above stated if the damage to the Premises or the Building is in whole or in part the result of the act, omission, fault or negligence of Tenant, its agents, contractors, employees, licensees or invitees. Except as provided herein, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business or property arising from the making of any such repairs, alterations or improvements in or to the Building, Premises or fixtures, appurtenances and equipment. Tenant understands that Landlord will not carry insurance of any kind on Tenant's Property, including furniture and furnishings, or on any fixtures or equipment removable by Tenant under the provisions of this Lease, or any improvement installed in the Premises by or on behalf of Tenant, and that Landlord shall not be obligated to repair any damage thereto or replace the same, except in cases where the damage is caused by the negligence or willful misconduct of the Landlord. Tenant, at Tenant's sole cost and expense, shall restore the Premises to the condition existing on the date of casualty loss within one hundred twenty (120) days after Landlord completes Landlord's restoration of the Building.

(b) During the last year of the term hereof, including extensions, in case the Building throughout shall be so injured or damaged, whether by fire or otherwise (though the Premises may not be affected, or if affected, can be repaired within said 210 days) that Landlord, within sixty (60) days after the happening of such injury, shall decide not to reconstruct or

rebuild the Building, then notwithstanding anything contained herein to the contrary, upon notice in writing to that effect given by Landlord to Tenant within said sixty (60) days, Tenant shall pay the rent, properly apportioned up to date of such casualty, this Lease shall terminate from the date of delivery of said written notice, and both parties hereto shall be released and discharged from all further obligations hereunder (except those obligations which expressly survive termination of the Lease term).

16. Condemnation:

(a) If the whole of the Premises or so much thereof as to render the balance unusable by Tenant for the proper conduct of its business shall be taken under power of eminent domain or conveyed under threat thereof, then this Lease, at the option of either Landlord or Tenant exercised by either party giving notice to the other of such election within thirty (30) days after such conveyance or taking possession, whichever is earlier, shall forthwith cease and terminate and the rent shall be duly apportioned as of the date of such taking or conveyance. No award for any partial or entire taking of the Premises, Building or Building Complex shall be apportioned and Landlord shall be entitled to receive the full amount of such award. Tenant hereby expressly waives any right or claim to any part of such award. Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant, now or hereafter arising in or to the same or any part thereof. Notwithstanding the foregoing, Tenant shall be entitled to seek, directly from the condemning authority, an award for its removable trade fixtures, equipment and personal property and relocation expenses, if any. In the event of a partial taking which does not result in a termination of this Lease, Base Rent and Tenant's Pro Rata Share of Operating Expenses shall be reduced in proportion to the reduction in the size of the Premises so taken and this Lease shall be modified accordingly. Promptly after obtaining knowledge thereof, Landlord or Tenant, as the case may be, shall notify the other of any pending or threatened condemnation or taking affecting the Premises or the Building.

(b) If all or any portion of the Premises shall be condemned or taken for governmental occupancy for a limited period, this Lease shall not terminate and Landlord shall be entitled to receive the entire amount of any such award or payment thereof as damages, rent or otherwise. Tenant hereby assigns to Landlord any award which may be made in such temporary taking, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof. Tenant shall be entitled to receive an abatement of Base Rent and Operating Expenses in proportion to the reduction in the size of the Premises so taken.

17. Assignment and Subletting:

(a) Tenant shall not permit any part of the Premises to be used or occupied by any persons other than Tenant and its employees, nor shall Tenant permit any part of the Premises to be used or occupied by any licensee or concessionaire or permit any persons other than Tenant, its employees and invitees, to be upon the Premises without Landlord's consent. Except as provided in the Conditional Assignment of the Lease attached hereto as Exhibit M and incorporated herein by this reference ("Conditional Assignment"), Tenant shall not voluntarily, by operation of law, or otherwise, assign, transfer or encumber this Lease or any interest herein nor sublet or part with possession of all or any part of the Premises (any and all of which shall

hereinafter be referred to as "Transfer") without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed. Any Transfer without the prior written consent of Landlord shall constitute a default hereunder and shall be void ab initio and shall confer no rights upon any third party, notwithstanding Landlord's acceptance of rent payments from any purported transferee. Landlord's consent to any requested assignment of this Lease or subletting of all or any part of the Premises shall be subject to the following requirements and/or conditions:

(1) Neither Tenant nor Guarantor shall be relieved of its primary obligations hereunder, including the obligation for payment of all rents due hereunder;

(2) Landlord, at its option and from time to time, may collect the rent from the subtenant or assignee, and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed an acceptance by Landlord of the subtenant or assignee as the tenant hereof, or a release of Tenant from further performance of covenants on the part of Tenant herein contained;

(3) any such subtenant, assignee or other occupant shall be an individual or a company or other entity of good repute, engaged in a business or profession compatible with and in keeping with the then standards of the Building and financially capable of performing its obligations with respect to the Premises;

(4) such subtenant, assignee or other occupant shall assume and agree to perform all of Tenant's obligations under this Lease insofar as they pertain to the space so sublet or assigned;

(5) Tenant is not in default beyond any notice or cure period of any term or condition of this Lease at the time it requests Landlord's consent; and

(6) Such assignee or subtenant shall have no right to exercise any option to renew this Lease.

Notwithstanding the foregoing to the contrary, Tenant shall have the right to assign this Lease to a new limited liability company and/or corporation in which the Guarantor owns at least a fifty percent (50%) interest and controls the management and operations of such entity ("Permitted Transfer"); provided that no less than thirty (30) days' prior written notice of such Transfer is given to Landlord. Furthermore, the provisions of Subparagraph (a)(1) of this Section 17 shall apply to the Permitted Transfer.

(b) If the Tenant proposes a sublease or assignment at greater than the current lease rates, Landlord may, at its sole option, elect to either (i) terminate this Lease within thirty (30) days of a request for an assignment or sublease, or (ii) receive such excess rent as Additional Rent hereunder.

(c) At the time of making a request for Landlord's consent to a Transfer and not less than thirty (30) days prior to the proposed effective date thereof, Tenant shall provide to Landlord such information as Landlord, its accountants and attorneys, shall reasonably require with respect to such proposed Transfer, including, but not limited to, name and address of the

proposed transferee, description of business operations, financial information and certificate of corporate authority and good standing or partnership certificate, as applicable.

(d) Consent of Landlord to a Transfer, or a Transfer resulting from an event not requiring Landlord's consent, shall not relieve Tenant from seeking consent to any subsequent Transfers, nor shall such assignment relieve Tenant of its primary obligations hereunder, including the obligation for payment of all rents due hereunder.

(e) Notwithstanding anything set forth in the Lease to the contrary, the Premises shall not be used as a dry cleaner with an on-site plant, and no assignment or sublease to a person or entity intending to use the Premises for such purpose shall be permitted.

18. Estoppel Certificate: Tenant further agrees at any time and from time to time on or before twenty (20) days after written request by Landlord, to execute, acknowledge and deliver to Landlord an estoppel certificate certifying (to the extent it believes the same to be true) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, if any, that Tenant claims no present charge, lien, claim or offset against rent, (or if there are such charges, liens, claims or offsets against rent stating such) the rent is not prepaid for more than one month in advance and such other matters as may be reasonably required by Landlord, Landlord's mortgagee, or any potential purchaser of the Building, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering any portion of the Building Complex. Tenant's failure to deliver such statement within such time shall be conclusive evidence that the statements made in such estoppel certificate are true and correct, and that the blanks left therein for the purpose of allowing Tenant to identify modifications to such statements shall be conclusively deemed to be not applicable, and the estoppel certificate may be relied on by Landlord, its lenders, auditors and other third parties for all purposes. Landlord will provide a similar certificate to Tenant upon request.

19. Default:

(a) The following events (herein referred to as an "Event of Default") shall constitute a default by Tenant hereunder:

(1) Tenant shall fail to pay within five (5) days of the date when due any installment of Base Rent, Additional Rent or any other amounts payable hereunder; provided, however, that with respect to the first failure to pay such amounts within five (5) days of the date when due, Landlord shall deliver written notice to Tenant and Tenant shall not be in default as long as such payment is made within five (5) days after Tenant's receipt of such notice;

(2) This Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve upon any other person or party in violation of the provisions of this Lease, except as permitted herein;

(3) This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment shall not be discharged or disposed of within fifteen (15) days after the levy thereof;

(4) Tenant shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or shall voluntarily take advantage of any such law or act by answer or otherwise, or shall be dissolved or shall make an assignment for the benefit of creditors;

(5) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant shall be instituted against Tenant, or a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or such receivership or trusteeship vacated within thirty (30) days after such institution or appointment;

(6) Tenant shall fail to take possession of the Premises within thirty (30) days of the Lease Commencement Date;

(7) Tenant shall fail to open for business on or before one hundred eighty (180) days after the Lease Commencement Date, except if such failure to open is the result of fire or casualty loss;

(8) Tenant shall abandon or permanently vacate the Premises for ten (10) consecutive days or shall cease operations of Tenant's business in the Premises, except in the event Tenant ceases operations as a result of casualty loss or during periods of alteration as provided herein;

(9) Tenant shall fail to perform any of the other agreements, terms, covenants or conditions hereof on Tenant's part to be performed (other than the obligation to pay rent or any other charges payable hereunder and other than a violation of the exclusive use rights of other tenants of the Building Complex or to correct violations of law pursuant to Section 6(c)), and such nonperformance shall continue for a period of thirty (30) days after notice thereof by Landlord to Tenant; provided, however, that if Tenant cannot reasonably cure such nonperformance within thirty (30) days, Tenant shall not be in default if it commences cure within said thirty (30) days and diligently pursues the same to completion, with completion occurring in all instances within one hundred twenty (120) days;

(10) Any of the representations and warranties of Tenant set forth in this Lease shall be false;

(11) Tenant shall fail to correct any violation of health or public safety, within the time period for correction set forth in Section 6(c);

(12) Tenant shall violate the exclusive use right granted to other tenants of the Building Complex and such violation continues after five (5) days' written notice from Landlord; and

(13) Tenant shall violate the prohibited use provision set forth in Section 17(e) and such violation continues after five (5) days' written notice from Landlord.

(b) Upon the occurrence of the Event of Default, Landlord at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law or in equity:

(1) terminate this Lease and Tenant's right of possession of the Premises, and recover all damages to which Landlord is entitled under law, specifically including, without limitation, Base Rent and Additional Rent (collectively, "Rent") for the balance of the Lease Term, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), and in the event of such termination, all of Tenant's obligations, including, but not limited to, the amount of Base Rent and other obligations reserved in this Lease for the balance of the term hereof less the fair market value of the Premises, shall immediately be accelerated and due and payable for the balance of such term, both discounted to present worth at the rate of eight percent (8%) per annum; or

(2) terminate Tenant's right of possession of the Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under subparagraphs (1) or (2) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under this subparagraph (2), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under subparagraph (1), if Landlord has obtained a tenant to relet the Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees, brokerage commissions, and rent loss due to vacancy prior to commencement of such new lease), to satisfy the payment, when due, of all Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Rent due under this Lease for each such monthly period, or if the Premises have been relet, Tenant shall pay any such deficiency monthly. Notwithstanding anything set forth herein to the contrary, whether or not the Lease is terminated, Tenant shall not be entitled to any credit against amounts owed to Landlord for excess rent paid to Landlord in the event Landlord is able to relet the Premises at a rental rate greater than that paid by Tenant under this Lease.

In the event Landlord elects to re-enter and take possession of the Premises, Landlord shall be entitled to use such force for such purposes as may be reasonably necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such

intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which event, this Lease will terminate as specified in said notice. In the event Landlord elects, to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Lease Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the sole risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease by a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Premises and relet the same under order of court.

(c) In the event that Landlord does not elect to terminate this Lease as permitted in Paragraph 19(b)(1) hereof, but on the contrary, elects to take possession as provided in Paragraph 19(b)(2), and the new lease term extends beyond the existing term, or the premises covered thereby include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds from such reletting. Tenant shall pay such rent and other sums to Landlord monthly on the days on which the Rent would have been payable hereunder if possession had not been retaken.

(d) In the event this Lease is terminated, Landlord shall be entitled to recover forthwith against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the aggregate of the rent and all other sums payable by Tenant hereunder that would have accrued for the balance of the term over the aggregate rental value of the Premises (such rental value to be computed on the basis of a tenant paying not only a rent to Landlord for the use and occupation of the Premises, but also such other charges as are required to be paid by Tenant under the terms of this Lease) for the balance of such term, both discounted to present worth at the rate of eight percent (8%) per annum. Alternatively, at Landlord's option, Tenant shall remain liable to Landlord for damages in an amount equal to the rent and other sums arising under the Lease for the balance of the term had the Lease not been terminated, less the net proceeds, if any, from any subsequent reletting, after deducting all expenses associated therewith and as

enumerated above. Landlord shall be entitled to receipt of such amounts from Tenant monthly on the days on which such sums would have otherwise been payable.

(e) Suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired had there been no such default by Tenant or no such termination, as the case may be.

(f) After an Event of Default by Tenant, Landlord may sue for or otherwise collect all rents, issues and profits payable under all subleases on the Premises, including those past due and unpaid.

(g) After an Event of Default by Tenant, Landlord may, without terminating this Lease, enter upon the Premises, with force if necessary, without being liable for prosecution of any claim for damages, without being deemed guilty of any manner of trespass and without prejudice to any other remedies, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for reasonable expenses which Landlord may incur in effecting compliance with the Tenant's obligations under this Lease; further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subparagraph caused by the negligence of Landlord or otherwise.

(h) No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any unilateral termination of this Lease, this Lease shall continue in force and effect as to any provisions hereof which require observance or performance of Landlord or Tenant subsequent to termination.

(i) Nothing contained in this Paragraph shall limit or prejudice the right of Landlord to provide and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowed by any statute or rule of law governing such proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amounts recoverable, either as damages or rent, referred to in any of the preceding provisions of this Paragraph.

(j) Any rents or other amounts owing to Landlord hereunder which are not paid within five (5) days of the date they are due, shall thereafter bear interest from the due date at the rate of eighteen percent (18%) per annum ("Interest Rate") until paid. Similarly, any amounts paid by Landlord to cure any default of Tenant or to perform any obligation of Tenant,

shall, if not repaid by the Tenant within five (5) days of demand by Landlord, thereafter bear interest from the date paid by Landlord at the Interest Rate until paid. In addition to the foregoing, Tenant shall pay to Landlord whenever any Base Rent, Additional Rent or any other sums due hereunder remain unpaid more than five (5) days after the due date thereof, an administrative charge to compensate Landlord for the costs and expenses associated with handling a delinquent account equal to ten percent (10%) of the amount due. Further, in the Event of Default by Tenant, in addition to all other rights and remedies, Landlord shall be entitled to receive from Tenant all sums, the payment of which may previously have been waived or abated by Landlord, or which may have been paid by Landlord pursuant to any agreement to grant Tenant a rental abatement or other monetary inducement or concession, including, but not limited to, any tenant finish allowance or moving allowance, together with interest thereon from the date or dates such amounts were paid by Landlord or would have been due from Tenant but for the abatement, at the Interest Rate, until paid; it being understood and agreed that such concession or abatement was made on the condition and basis that Tenant fully perform all obligations and covenants under the Lease for the entire term.

(k) In the event Tenant violates the exclusive rights granted to other tenants in the Building Complex, Landlord will suffer immediate and irreparable harm. Therefore, in addition to all other rights and remedies of Landlord under this Lease for Tenant's breach of this Lease resulting from such violation of exclusive use rights, Landlord shall be entitled to obtain injunctive relief, including, without limitation, a temporary and permanent restraining order against Tenant, and a judgment against Tenant in the amount of all damages suffered by Landlord as a result of the enforcement by any tenant of its remedies against Landlord for the violation of the exclusive use right granted to such tenant under its lease. Landlord shall also be entitled to injunctive relief with respect to any violation by Tenant of Sections 6(a) or 17(e) of this Lease. Landlord shall have no obligation to post a bond in order to pursue such injunctive relief.

(l) In the Event of Default, if Tenant has obtained a liquor license with respect to Tenant's Permitted Use, Tenant shall be deemed to have irrevocably assigned to Landlord all of Tenant's right, title and interest in and to the liquor license for the Premises. Tenant shall cooperate with Landlord to cause such liquor license to be transferred to Landlord or Landlord's designee, including, without limitation, executing such documents required by the applicable governmental authorities to transfer such license and Tenant shall not surrender the liquor license to either local or state licensing authorities.

(m) Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive or declaratory relief and specific performance. The exercise or commencement of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or subsequent exercise by Landlord of any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including by way of example, but not limitation, reasonable attorneys' fees from the date any

such matter is turned over to an attorney, shall also be recoverable by Landlord from Tenant. Landlord and Tenant agree that any action or proceeding arising out of this Lease shall be heard by a court sitting without a jury and thus hereby waive all rights to a trial by jury.

20. Premises As Is: Landlord shall have no obligation for completion of any work in or on the Premises, and Tenant shall accept the Premises in its "as is" condition on the Lease Commencement Date, except as provided in Section 9(b) hereof. Landlord shall not have any obligation for the repair or replacement of any portions of the interior of the Premises, including, but not limited to, floor coverings, draperies, window coverings, wall coverings or painting, which are damaged or wear out during the term hereof, regardless of the cause therefor, except as may otherwise be specifically set forth in this Lease.

21. Removal of Tenant's Property: All movable furniture and personal effects of Tenant not removed from the Premises upon the expiration of the Lease Term, the vacation or abandonment of the Premises by Tenant or upon the termination of this Lease for any cause whatsoever shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor, and Tenant shall reimburse Landlord for all expenses incurred in connection with the disposition of such property.

22. Holding Over: Should Tenant hold over after the termination or expiration of this Lease without Landlord's consent, Tenant shall be deemed a holdover tenant at will. During such holdover period, Tenant shall be liable for all damages incurred by Landlord as a result of Tenant's withholding of the Premises. Should Tenant holdover after the termination or expiration of this Lease, with Landlord's consent, Tenant shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy and any such holding over shall not constitute an extension of this Lease. During such holding over, without Landlord's consent, Tenant shall pay monthly rent equal to one hundred fifty percent (150%) of the last monthly rental rate plus all other monetary charges as provided herein. Such tenancy shall continue until terminated by Landlord, as provided by law, or until Tenant shall have given to Landlord at least thirty (30) days' written notice prior to the last day of the calendar month intended as the date of termination of such month to month tenancy.

23. Parking and Common Areas:

(a) Tenant shall have the right to shared common parking as shown on Exhibit E attached hereto and incorporated herein by this reference during the Primary Lease Term. Such spaces shall be located as designated by Landlord. Landlord shall have the right, in a commercially reasonable manner, without obligation, and from time to time, to change the number, size, location, shape and arrangement of parking areas and other common areas, restrict parking of tenants or their guests to designated areas, designate loading or handicap loading areas and to change the level or grade of parking. Unless otherwise expressly provided herein, all access roads, courtyards and other areas, facilities or improvements furnished by Landlord are for the general and non-exclusive use in common of all tenants of the Building, and those persons invited upon the land upon which the Building is situated and shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, without

obligation to establish, modify and enforce such reasonable rules and regulations, which the Landlord may deem reasonable and/or necessary. Unless as otherwise provided, Tenant's use of the parking area, as herein set forth, shall be in common with other tenants of the Building Complex and any other parties permitted by Landlord to use the parking area.

(b) Tenant shall also have the right to shared parking currently available to all tenants at the Essex House Motel pursuant to an existing agreement (the "Parking Agreement") between Landlord and the present owner of Essex House Motel. This shared parking consists of all parking spaces along the north side of the Essex House Motel property and adjacent to south side of the Building Complex. Tenant shall pay as part of its Additional Rent one-seventh (1/7) of the monthly fee paid by Landlord to the owner of Essex House Motel, pursuant to the Parking Agreement, which amount is currently Six Hundred Dollars (\$600.00) per month, and which may vary depending upon any changes made to the Parking Agreement between Landlord and owner of the Essex House Motel. The present existence of this Parking Agreement with the owner of Essex House Motel does not confer any permanent parking rights of Tenant on the Essex House Motel property. If the Parking Agreement is terminated at either the discretion of the motel owner or Landlord, then Tenant shall have no parking rights on the Essex House Motel property. Tenant agrees to instruct all employees working for Tenant to use the Essex House Motel property as their primary place of parking their vehicles while working for Tenant.

24. Surrender and Notice: Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender to Landlord the Premises broom clean, in good order and condition, ordinary wear and tear and loss by fire or other casualty excepted, and Tenant shall remove all of Tenant's Property, including, without limitation, Tenant's movable furniture and other effects and such alterations, additions and improvements as Landlord shall require Tenant to remove pursuant to Paragraph 10 hereof. In the event Tenant fails to so vacate the Premises on a timely basis as required, Tenant shall be responsible to Landlord for all costs and damages, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the Premises, incurred by Landlord as a result of such failure, plus interest thereon at the Interest Rate on all amounts not paid by Tenant within five (5) days of demand, until paid in full.

25. Acceptance of Premises by Tenant: Taking possession of the Premises by Tenant shall be conclusive evidence against Tenant that the Premises were in the condition agreed upon between Landlord and Tenant, and acknowledgment of satisfactory completion of any fix-up work which Landlord has agreed in writing to perform.

26. Subordination and Attornment:

(a) This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all present and future ground leases, overriding leases and underlying leases and/or grants of term of the real property and/or the Building or the Building Complex now or hereafter existing and to all deeds of trust, mortgages and building loan agreements, including leasehold mortgages and building loan agreements, which may now or hereafter affect the Building or the Building Complex or any of such leases, whether or not such deeds of trust or mortgages shall also cover other lands or buildings, to each and every advance made or hereafter to be made under such deeds of trust or mortgages, and to all renewals,

modifications, replacements and extension of such leases, deeds of trust and mortgages. The provisions of this Paragraph shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute and deliver to Landlord (or such other party so designated by Landlord) at Tenant's own cost and expense, within ten (10) days after request from Landlord an instrument, in recordable form if required, that Landlord, the lessor of any such lease or the holder of any such deed of trust or mortgage or any of their respective successors in interest or assigns may request evidencing such subordination with nondisturbance. Failure by Tenant to comply with the requirements of this Paragraph shall be a default hereunder. The leases to which this Lease is, at the time referred to, subject and subordinate pursuant to this Paragraph are hereinafter sometimes called "superior leases" and the deeds of trust or mortgages to which this Lease is, at the time referred to, subject and subordinate are hereinafter sometimes called "superior deeds of trust" or "superior mortgages". The lessor of a superior lease or the beneficiary of a superior deed of trust or superior mortgage or their successors in interest or assigns are hereinafter sometimes collectively referred to as a "superior party". Notwithstanding the foregoing, upon Tenant's request, Landlord agrees to request such superior party grant to Tenant a non-disturbance agreement in the form then being used by such superior party for such purposes, providing that Tenant, notwithstanding a default by Landlord, shall be entitled to remain in possession of the Premises in accordance with the terms of this Lease for so long as Tenant shall not be in default of any term, condition or covenant of this Lease. Further, Tenant shall attorn to such superior party.

(b) Tenant shall take no steps to terminate this Lease, without giving written notice to such superior party, a reasonable opportunity to cure (without such superior party being obligated to cure) any default on the part of Landlord under this Lease.

27. Payments after Termination: No payments of money by Tenant to Landlord after the termination of this Lease, in any manner, or after giving of any notice (other than a demand for payment of money) by Landlord to Tenant, shall reinstate, continue or extend the term of this Lease or affect any notice given to prior to the payment of such money, it being agreed that after the service of notice of the commencement of a suit or other final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of rent due, or any other sums of money due under the terms of this Lease or otherwise exercise its rights and remedies hereunder. The payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or judgment theretofore obtained.

28. Authorities for Action and Notice:

(a) Except as otherwise provided herein, Landlord may, for any matter pertaining to this Lease, act by and through its Building manager or any other person designated in writing from time to time.

(b) All notices or demands required or permitted to be given to Landlord hereunder shall be in writing, and shall be served by hand delivery or by deposit in the United States mail, with proper postage prepaid, certified or registered, return receipt requested, addressed as follows:

DG Riverbend, LLC and JC Riverbend, LLC
82 Blackhawk Club Court
Danville, CA 94506

All notices or demands required or permitted to be given to Tenant hereunder shall be in writing and shall be served by hand delivery or by deposit in the United States Mail, with proper postage prepaid, certified or registered, return receipt requested, addressed to Tenant as follows:

Blacktip, LLC
c/o Gregory and Karin Jones
10587 Hillrose Street
Parker, CO 80134-3761

With simultaneous copy to:
Moye White LLP
c/o Nicole Chatham, Esq.
1400 16th Street, 6th Floor
Denver, CO 80202

Either party shall have the right to designate in writing, served as above provided, a different address to which notice is to be provided. All notices or demands shall be deemed served on the day of delivery if hand delivered, or three (3) days after deposit in the US Mail, if sent by registered or certified mail. The foregoing shall in no event prohibit notice from being given as provided by the federal or state Rules of Civil Procedure, as the same may be amended from time to time.

29. Liability of Landlord: Landlord's liability under this Lease shall be limited to Landlord's estate and interest in the Building (or to the proceeds thereof) and no other property or other assets of Landlord or its partners (if Landlord is a partnership), members, managers, agents, employees, legal representatives, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises. Nothing contained in this Paragraph shall be construed to permit Tenant to offset against rents due a successor landlord or seek a judgment (or other judicial process) requiring the payment of money by reason of any default of a prior landlord, except as otherwise specifically set forth herein.

30. Brokerage: Tenant represents and warrants that it has not dealt with any broker in the negotiation of this Lease except for John Livaditis and Tom DeGregorio of Axio Commercial Real Estate, acting as Landlord's agent, and Sean Curley of Paragon Commercial, LLC, acting as Tenant's agent (collectively, "Brokers"). Tenant hereby agrees to indemnify and hold the Landlord harmless of and from any and all loss, costs, damages or expenses (including, without limitation, all attorneys' fees and disbursements) by reason of any claim of or liability to any broker or person (other than Brokers) claiming through Tenant and arising out of or in connection with the negotiation, execution and delivery of this Lease. Additionally, Tenant acknowledges and agrees that Landlord shall have no obligation for payment of any brokerage

fee or similar compensation to any person with whom Tenant has dealt or may in the future deal with respect to leasing of any additional or expansion space in the Building or renewals or extensions of this Lease. In the event any claim shall be made against Landlord by any broker, other than Brokers, who shall claim to have negotiated this Lease on behalf of Tenant or to have introduced Tenant to the Building or to Landlord, Tenant shall be liable for payment of all reasonable attorneys' fees, costs and expenses incurred by Landlord in defending against the same, and in the event such broker shall be successful in any such action, Tenant shall, in addition, make payment to such broker

31. Personal Property Taxes.

(a) Tenant shall be liable for and shall pay at least ten (10) days before delinquency and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any liability in connection with, all taxes levied against any of Tenant's Property, including, without limitation, personal property, fixtures, machinery, equipment, apparatus, systems and appurtenances location on or placed by or on behalf of Tenant in or about or in connection with the Premises ("Equipment Taxes"). If any Equipment Taxes are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such personal property, fixtures, machinery, equipment, apparatus, systems or appurtenances of Tenant, and if Landlord, after written notice to Tenant, pays the Equipment Taxes or taxes based upon such an increased assessment (which Landlord shall have the right to do regardless of the validity of such levy, but under proper protest if requested by Tenant prior to such payment and if payment under protest is permissible), Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment; provided, however, that in any such event, Tenant shall have the right, on behalf of Landlord and with Landlord's full cooperation, but at no cost to Landlord, to bring suit in any court of competent jurisdiction to recover the amount of any such tax so paid under protest, and any amount so paid under protest, and any amount so recovered shall belong to Tenant (provided Tenant has previously paid such amount to Landlord). Notwithstanding the foregoing to the contrary, Tenant shall cooperate with Landlord to the extent reasonably necessary to cause the Tenant's Property, including, without limitation, the fixtures, furnishings, equipment and other personal property of Tenant to be assessed and billed separately from the real property of which the Premises form a part, and Landlord shall treat all tenants on the same basis.

(b) Tenant shall pay to Landlord, as Additional Rent, any excise, sales, privilege or other tax, assessment or other charge (other than income or franchise taxes) imposed, assessed or levied by any governmental or quasi-governmental authority or agency upon Landlord on account of this Lease, the rent or other payments made by Tenant hereunder, any other benefit received by Landlord hereunder, Landlord's business as a lessor hereunder, or otherwise in respect of or as a result of the agreement or relationship of Landlord and Tenant hereunder.

32. Rights Reserved to Landlord:

(a) Subject to the terms of this Lease, all portions of the Building Complex are reserved to Landlord except the Premises and the inside surfaces of all walls, windows and

doors bounding in the Premises, but including exterior building walls, core corridor walls and doors and any core corridor entrance and the roof. Landlord also reserves any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as the right to access thereto through the Premises for the purposes of operation, maintenance and repair, upon written notice of not less than twenty-four (24) hours, except in the event of emergencies or apparent emergencies, when no prior notice shall be required.

(b) Landlord shall have the following rights without liability to Tenant for damage or injury to property, person or business (all such claims for damage being hereby waived and released, except to the extent resulting from Landlord's gross negligence or willful misconduct), and without effecting an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for set off or abatement of rent:

(1) To enter the Premises as more fully provided in this Lease;

(2) To install and maintain signs on the exterior and interior of the Building, except within the Premises, provided the signs do not block either completely or partially the exterior windows of the Premises;

(3) Landlord shall have a pass key;

(4) To have access to all mail chutes according to the rules of the United States Postal Service;

(5) To do or permit to be done any work in or about the exterior of the Building or in the Building Complex or any adjacent or nearby building, land, street or alley; and

(6) To grant to anyone the exclusive right to conduct any business or render any service in the Building or Building Complex, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted by this Lease.

33. Force Majeure Clause: Wherever there is provided in this Lease a time limitation for performance by Landlord or Tenant of any obligation, including, but not limited to, obligations related to construction, repair, maintenance or service, the time provided for shall be extended for as long as and to the extent that delay in compliance with such limitation is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord or Tenant, as applicable; provided, however, that the foregoing shall not apply to Tenant's obligation to pay Base Rent, Additional Rent or other monetary obligations hereunder.

34. Signage:

(a) No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the Building or Building Complex unless of such color, size and style approved by Landlord and in such place upon or in the Building as shall be first designated by Landlord. Landlord shall have the right to remove all non-permitted signs without notice to Tenant and at the expense of Tenant. Tenant shall pay all costs for any such signage, including fabrication and installation.

(b) Tenant shall be permitted to install three (3) building standard signs and logos, subject to Landlord's prior written consent and criteria as to size, design, materials and location and which complies with the signage criteria set forth on Exhibit I, attached hereto and incorporated herein by this reference, one above the Premises, one on the west facing façade of the Building; and one position on a monument sign along South Santa Fe Drive.

(c) All signs to be installed by Tenant must comply with applicable laws, and Tenant, at Tenant's sole cost and expense, shall obtain all governmental approvals and permits therefor. Granting of Landlord's consent to any sign does not abrogate the requirement that Tenant obtain all applicable governmental approvals thereto and permits therefor, which approvals and permits must be obtained by Tenant prior to installation of any sign.

(d) Upon expiration of the Lease, Tenant, at Tenant's sole cost and expense, shall remove the signs and repair any damage to the Premises, Building or Building Complex caused by such removal.

(e) Tenant shall have the right to install a sign on the monument signs for the Building Complex and shall have the right to use of the LED signs. Any such signs consented to by Landlord shall be in the location on the monument signs as designated by Landlord and shall be installed by Tenant, as Tenant's sole cost and expense, in compliance with all applicable laws and subject to Tenant obtaining all necessary governmental approvals with respect thereto.

35. Attorneys' Fees: In the event of any dispute hereunder, or any default in the performance of any term or condition of this Lease, the prevailing party shall be entitled to recover all costs and expenses associated therewith, including reasonable attorneys' fees.

36. Hazardous Materials:

(a) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, licensees or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises or Building Complex, or any part thereof, or if contamination of the Premises or Building Complex by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord, its members, managers, agents, employees, legal representatives, successors and assigns, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, Building and/or Building Complex, damages for the loss or restriction on use of any rentable or usable space or of any amenity of the Premises, Building or Building Complex, damages arising from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection

with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in or about the Premises, Building and/or Building Complex or the soil or ground water on or under the Premises, Building and/or Building Complex. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Premises, Building and/or Building Complex caused or permitted by Tenant results in any contamination of any portion thereof, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, Building and/or Building Complex to the condition existing prior to the introduction of any such Hazardous Material, subject to obtaining Landlord's prior written consent to the actions to be taken by Tenant. Landlord may reasonably require its consent to the selection of the contractors and other experts involved in the inspection, testing and removal or abatement activities, the scope of activities to be performed, the manner and method for performance of such activities, and such other matters as may be required or requested by Landlord for the safety of and continued use of the Premises, Building and/or Building Complex and all occupants thereof. The obligations and liabilities of Tenant herein shall survive expiration or termination of this Lease.

(b) Notwithstanding anything in this Paragraph to the contrary, Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Building Complex, other than those Hazardous Materials brought onto such areas by Tenant, its employees, customers, contractors, or agents. Tenant shall be solely responsible for remediation of any Hazardous Materials (at Tenant's sole cost and expense) brought onto the Premises by Tenant, Tenant's agents, employees, customers, or contractors.

(c) "Hazardous Material," as used in this Lease, shall be construed in its broadest sense and shall include asbestos, other asbestotic material (which is currently or may be designated in the future as a Hazardous Material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material if defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance affecting the Building Complex or Premises presently in effect or that may be promulgated in the future, as such statutes, regulations or ordinances may be amended from time to time.

37. Reports: Upon written request of Landlord, but no more frequently than on a quarterly basis, Tenant shall furnish to Landlord a written statement, certified by Tenant to be correct, setting forth the (i) the total gross sales made during the period designated by Landlord in its written request, and (ii) the total sales tax collected by Tenant and paid to the appropriate depository during the period designated by Landlord. Tenant shall deliver to Landlord within ten (10) days of Landlord's request therefor, evidence of payment of all personal property taxes, sales tax and other amounts which, if not paid, could become a lien upon the Leased Premises or any part thereof.

38. Financial Covenants: Tenant and the Guarantors have delivered to Landlord their financial statements ("Financial Statements"). Tenant hereby represents and warrants to Landlord that the Financial Statements truly, completely and accurately reflects the financial

condition of Tenant and Guarantors as of the date thereof and Tenant's financial condition has not materially adversely changed from the date of the Financial Statement to the date hereof. Furthermore, Tenant hereby acknowledges and agrees that, in entering into this Lease with Tenant, Landlord is relying upon the Financial Statements and the foregoing representations and warranties. A breach of such representations and warranties shall constitute a default under this Lease.

39. Miscellaneous:

(a) The rules and regulations attached hereto as Exhibit F, as well as such reasonable rules and regulations as may hereafter be adopted by Landlord for the safety, care and cleanliness of the Premises and the Building and the preservation of good order thereon, are hereby expressly made a part hereof, and Tenant agrees to obey all such rules and regulations. The violation of any of such rules and regulations by Tenant shall be deemed a breach of this Lease by Tenant affording Landlord all the remedies set forth herein. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building Complex of any of said rules and regulations; provided, however, that Landlord agrees to enforce such rules and regulations in a nondiscriminatory manner.

(b) The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners of the Building Complex at the time in question, and in the event of any transfer or transfers of the title thereto, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically released from and after the date of such transfer or conveyance of all liability in respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed and relating to events occurring thereafter; provided that any funds in the hands of Landlord or the then grantor at the time of such transfer in which Tenant has an interest shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease shall be paid to Tenant.

(c) This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant shall not be entitled to any set off of the rent or other amounts owing hereunder against Landlord, if Landlord fails to perform its obligations set forth herein; provided, however, the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building Complex or any portion thereof whose address Tenant has been notified in writing and so long as an opportunity has been granted to Landlord and such holder to correct such violation as provided in Paragraph 39(g) hereof.

(d) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or

provision as may be possible and be legal, valid and enforceable, provided such addition does not increase or decrease the obligations of or derogate from the rights or powers of either Landlord or Tenant.

(e) The captions of each paragraph are added as a matter of convenience only and shall be considered of no effect in the construction of any provision or provisions of this Lease.

(f) Except as herein specifically set forth, all terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors, successors and assigns. The terms, conditions and covenants hereof shall also be considered to be covenants running with the land.

(g) Except as otherwise specifically provided herein, in the event Landlord shall fail to perform any of the agreements, terms, covenants or conditions hereof on Landlord's part to be performed, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof, from Tenant to Landlord, or if such performance cannot be reasonably had within such thirty (30) day period, and Landlord shall not in good faith have commenced such performance within such thirty (30) day period and proceed therewith to completion, it shall be considered a default of Landlord under this Lease. Tenant shall send notice of such default by certified or registered mail, with proper postage prepaid, to the holder of any mortgages or deeds of trust covering the Building Complex or any portion thereof of whose address Tenant has been notified in writing and shall afford such holder the same opportunity to cure any alleged default on Landlord's behalf.

(h) If there is more than one entity or person which or who are the Tenants under this Lease, the obligations imposed upon Tenant under this Lease shall be joint and several.

(i) No act or thing done by Landlord or Landlord's agent during the term hereof, including, but not limited to, any agreement to accept surrender of the Premises or to amend or modify this Lease, shall be deemed to be binding upon Landlord unless such act or things shall be by the managing member of Landlord or an officer of Landlord or a party designated in writing by Landlord as so authorized to act. The delivery of keys to Landlord, or Landlord's agent, employees or officers shall not operate as a termination of this Lease or a surrender of the Premises. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

(j) Landlord shall have the right to construct other buildings or improvements in any Common Area, or any other area designated by Landlord for use by tenants or to change the location, character or make alterations of or additions to any of said Common Areas or other areas. Landlord, during the entire term of this Lease, shall have the right to change the number and name of the Building or Building Complex at any time without liability to Tenant.

(k) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed in this Lease.

(l) Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interests in this Building Complex.

(m) Time is of the essence hereof.

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

(o) This Lease shall be governed by and construed in accordance with the laws of the State where the Premises are located.

(p) This Lease, together with the exhibits attached thereto, contains the entire agreement of the parties and may not be amended or modified in any manner except by an instrument in writing signed by both parties. Tenant shall not record this Lease or any memorandum hereof.

(q) Tenant shall not use the name of the Building, the Building Complex or the development in which the Building is situated as part of its legal or trade name, nor for any purpose other than as an address for the business to be conducted by Tenant in the Premises.

(r) The submission or delivery of this document for examination and review does not constitute an option, or offer to lease space in the Building or an agreement to lease. This document shall have no binding effect on the parties unless and until executed by both Landlord and Tenant.

(s) Tenant shall be permitted, on a non-exclusive basis, and subject to compliance by Tenant with all local ordinances and Tenant obtaining approval from all governmental agencies having jurisdiction over such matters, to utilize patio seating outside the Premises not exclusively demised to other tenants of the Building Complex. Tenant shall be solely responsible for all maintenance of such patio seating area and shall keep the patio area in a neat and clean condition, free from debris.

(t) The party executing this Lease and all other documents required in connection therewith on behalf of Tenant has the authority to execute this Lease and such other documents and bind the Tenant to the terms and provisions of the Lease and such other documents.

40. Tenant Improvement Allowance: There is no tenant improvement allowance provided by Landlord with respect to this Lease.

41. Use of Personal Property:

Certain personal property is currently located within the Premises and listed on Exhibit O hereto (the "Existing Personal Property"). All of the Existing Personal Property is and shall remain Landlord's property, so long as this Lease is in effect. Landlord grants to Tenant the exclusive right to use the Existing Personal Property during the Term of the Lease; however, title to all of the Existing Personal Property shall remain with Landlord. Tenant shall have the right to remove, sell or trade any of the Existing Personal Property after obtaining Landlord's written permission to do so, and such permission shall not be unreasonably withheld. Any replacement personal property ("Replacement Personal Property") shall be acquired by Tenant at Tenant's sole expense and such Replacement Personal Property shall be and remain Tenant's property at all times. Tenant shall, at its sole expense, keep all Existing Personal Property in good condition and repair and shall leave all Existing Personal Property in the Premises upon expiration or termination of the Lease except the personal property removed, traded or sold with the permission of Landlord. Tenant shall be responsible for all personal property taxes payable with respect to any Existing Personal Property and Tenant shall be responsible for all personal property taxes payable with respect to any Replacement Personal Property during the Term of this Lease, as the same may be extended.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

DG RIVERBEND, LLC, a Colorado limited liability company

By: 
Duane Grummer, Member

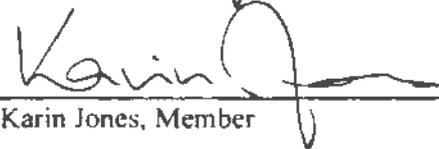
JC RIVERBEND, LLC, a Colorado limited liability company

By: 
Jan Cooper, Member

TENANT:

BLACKTIP, LLC, a Colorado limited liability company,
dba THE LOST CAJUN - Littleton

By: 
Gregory Jones, Member

By: 
Karin Jones, Member

State of _____)
County of _____)ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Duane Grummer as the Member of DG Riverbend, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

PLEASE, SEE
THE ATTACHED
FROM NOTARY PUBLIC

State of _____)
County of _____)ss.

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Jan Cooper as the Member of JC Riverbend, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

State of Colorado)
City and County of Denver)ss.

The foregoing instrument was acknowledged before me this 17th day of June 2016, by Gregory Jones and Karin Jones as the Members of Blacktip, LLC, a Colorado limited liability company, dba The Lost Cajun – Littleton.

Witness my hand and official seal.

My commission expires: 6/22/17

Karin Tupper
Notary Public



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On 6/21/16 before me, Juanita Lubrano Notary Public
(insert name and title of the officer)

personally appeared Duane Grummer & Jan Cooper
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

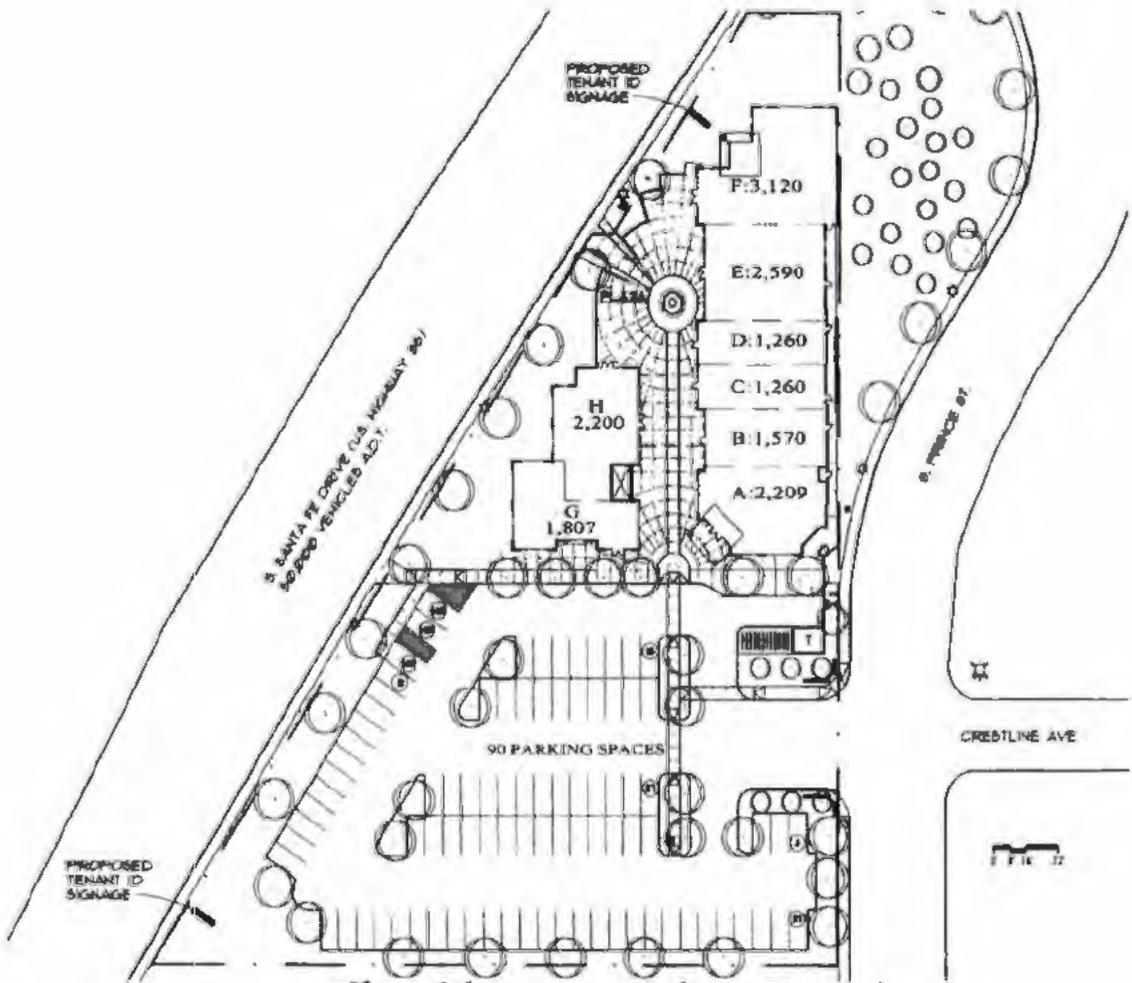
WITNESS my hand and official seal.



Signature Juanita Lubrano (Seal)

EXHIBIT A

DESCRIPTION OF PREMISES



The Shops at RiverBend
LONDON ENTERPRISES, L.L.C. LITTLETON, COLORADO

400142107 115709/00007

EXHIBIT B

LEGAL DESCRIPTION

LOT 1, BLOCK 1, THE SHOPS AT RIVERBEND, FILING NO. 1, CITY OF LITTLETON,
ARAPAHOE COUNTY, STATE OF COLORADO.

EXHIBIT C

ESTOPPEL AND COMMENCEMENT DATE CERTIFICATE

THIS ESTOPPEL AND COMMENCEMENT DATE CERTIFICATE ("Certificate") is executed this ____ day of _____, 20____ by DG Riverbend, LLC, and JC Riverbend, LLC, each a Colorado limited liability company (collectively, "Landlord"), and Blacktip, LLC, a Colorado limited liability company, dba The Lost Cajun - Littleton ("Tenant"), with respect to and forming a part of that certain Retail Building Lease ("Lease") dated _____, 2016, for the premises commonly known as Unit F, 5350 South Santa Fe Drive, Littleton, Colorado ("Premises").

WITNESSETH

WHEREAS, the parties desire to reaffirm and/or amend and certify to, certain provisions of the Lease; and

WHEREAS, the parties desire that the matters set forth herein be conclusive and binding on the parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease Commencement Date is deemed and agreed to be _____, 2016, and the Lease Termination Date is agreed and deemed to be _____, unless sooner terminated, as provided therein. The Rent Commencement Date is agreed to and deemed to be _____.

2. Tenant's first installment of Base Rent in the amount of Four Thousand Two Hundred Eighty-Seven Dollars (\$4,287.00) for the period of _____ through _____ (was paid on) _____, 2016, by Tenant's deposit with Landlord of prepaid Base Rent in the form of a personal check in the amount of Eight Thousand Five Hundred Seventy-Four Dollars (\$8,574.00). The balance of such check, after application of the first monthly installment of Base Rent shall be held as the Security Deposit under the Lease.

3. Tenant's first installment of Tenant's Pro Rata Share of Operating Expenses in the amount of _____ Dollars (\$_____) (is due on) (was paid on) _____, 2016.

4. By execution hereof, Tenant acknowledges and agrees that all improvements or other work required of Landlord has been satisfactorily performed and Tenant hereby accepts the Premises in full compliance with the terms and conditions of the Lease.

5. Except as may be amended herein, all terms and conditions of the Lease shall continue in full force and effect and are hereby republished, ratified and reaffirmed in their entirety.

6. This Certificate shall be binding upon and may be relied upon by the parties hereto and their respective legal representative, successor and assigns.

IN WITNESS WHEREOF, the parties have executed this Certificate as of the day and year first above written.

DG RIVERBEND, LLC, a Colorado limited liability company

By: _____
Duane Grummer, Member

JC RIVERBEND, LLC, a Colorado limited liability company

By: _____
Jan Cooper, Member

TENANT:

BLACKTIP, LLC, a Colorado limited liability company,
dba THE LOST CAJUN – Littleton

By: _____
Gregory Jones, Member

By: _____
Karin Jones, Member

State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by Duane Grummer as the Member of DG Riverbend, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

State of _____)
)ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by Jan Cooper as the Member of JC Riverbend, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

State of Colorado)
)ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by Gregory Jones and Karin Jones as the Members of Blacktip, LLC, a Colorado limited liability company, dba The Lost Cajun – Littleton.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT D

INTENTIONALLY DELETED

EXHIBIT E

PARKING SCHEDULE

Common shared parking for all the Building Complex of 90 spaces at building located at 5350 South Santa Fe Drive, Littleton, Colorado.

Shared Parking at Essex House Motel in those spaces along the north side of the Motel property and along the southern edge of Shops at Riverbend property, so long as Landlord has secured a parking agreement with owner of Essex House Motel.

EXHIBIT F

RULES AND REGULATIONS

Landlord and Tenant agree that the following Rules and Regulations shall be and hereby are made a part of this Lease, and Tenant agrees that Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by said Rules and Regulations (provided, however, in the event of a conflict, the Lease shall control).

1. The sidewalks, entries, passages, corridors, and stairways of the Building shall not be obstructed by Tenant, or Tenant's agents or employees, or used for any purpose other than ingress to and egress from the Premises.

2. Tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein which would in any way increase the rate of fire insurance on the Building or on property kept therein, constitute a nuisance or waste, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with any of the rules or ordinances of the Fire Department or of the Department of Health of the City and County where the Building is located.

3. Tenant shall be responsible for cleaning and taking care of the Premises.

4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of Tenant, Tenant's agents or employees, shall be paid for by Tenant. No person shall waste water by tying back or wedging the faucets or in any other manner.

5. No animals, other than properly identified service animals, shall be allowed in the Building. No person shall disturb the occupants of this or adjoining buildings or premises by the use of any radio, sound equipment or musical instrument or by the making of loud or improper noises; provided, however, that music played at normal volumes shall be permitted.

6. Tenant shall not allow anything to be placed on the outside of the Building, nor allow anything to be thrown by Tenant, Tenant's agents or employees, out of the windows or doors, or down the corridors, or ventilating ducts or shafts of the Building.

7. Tenant shall indemnify Landlord against any expenses as a result of forced entry thereto, which may be required in an emergency. At the termination of this tenancy, Tenant shall promptly return to Landlord all keys to the Premises.

8. No awnings shall be placed over any window without the prior written consent of Landlord.

9. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical operation in the Premises. The use of oil, gas or inflammable liquids for

heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building Complex.

10. Except as permitted by Landlord and except for normal retail decorating, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceiling, partitions or floors of the Building, and any defacement, damage or injury caused by Tenant, Tenant's agents or employees, shall be paid for by Tenant.

11. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or of persons having business in the Building, or in any way injure or annoy such tenants or persons.

12. Tenant shall not commit any act or permit anything in or about the Building which shall or might subject Landlord to any liability or responsibility for injury to any person or property by reason of any business or operation being carried on in or about the Building or for any other reason.

13. Tenant shall not use the Building for lodging, sleeping, or for any immoral or illegal purpose or for any purpose that will damage the Building, or the reputation thereof, or for any purposes other than those specified in the Lease.

14. Tenant shall not conduct mechanical or manufacturing operations, or place or use any inflammable combustible explosive, or hazardous fluid, chemical, device, substance or material in or about the Building. Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements imposed by governmental or quasi-governmental authorities in connection with fire and public safety and fire prevention and shall not commit any act or permit any object to be brought or kept in the Building, which shall result in a change of the rating of the Building by the Insurance Services Officer or any similar person or entity.

15. Tenant shall not use the building for manufacturing or for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general retail purposes and except in such portions of the Premises as may be specifically designated by Landlord for such storage. Tenant shall not occupy the Building or permit any portion of the Building to be occupied for the manufacture or direct sale of narcotics, liquor (unless Tenant has all necessary licenses with respect thereto) or tobacco in any form, or as a medical office, barber shop, manicure shop, music or dance studio or employment agency. Tenant shall not conduct in or about the Building any auction, public or private, without the prior written approval of Landlord.

16. Tenant shall not cause improper noise, vibrations or odors within the Building.

17. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Building except in the refuse containers provided therefore. Tenant shall not introduce into the Building any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Building. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, stairways,

vestibules, public corridors and halls in and about the Building clean and free from rubbish resulting from the operations of Tenant's business in the Premises.

18. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Building. The Common Areas and roof of the Building are not for the use of the general public, and Landlord shall, in all cases, retain the right to control or prevent access thereto by all persons whose presence in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation or interest of the Building and its tenants. Tenant shall not enter the mechanical rooms, electrical closets, or similar areas or go upon the roof of the Building without the express prior written consent of Landlord.

19. Landlord, its agents or representatives reserve the right to exclude or expel from the Building any person, who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Building.

20. Tenant shall not use the washrooms, rest rooms and plumbing fixtures of the Building, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, contractors, jobbers, agents, licensees, invitees, guests or visitors cause any damage to such washrooms, rest rooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense and Landlord shall not be responsible therefor.

21. Tenant shall operate its business in the Premises a minimum of six (6) days per week and 55 hours per week; provided, however, that Tenant shall not be required to be open for business on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

22. Subject to applicable fire or other safety regulations, all doors opening into Common Area shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress.

23. Tenant shall not permit its employees or agents to smoke in the Building Complex.

24. Tenant agrees that Landlord may reasonably amend, modify, delete or add new and additional rules and regulations to the use and care of the Premises and the Building, provided such changes shall not unreasonably interfere with Tenant's use of the Premises for retail purposes and do not conflict with the Lease. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord thereof.

25. In the event of any breach of any rules and regulations herein set forth or any reasonable amendments, modifications or additions thereto Landlord shall have all remedies in this Lease provided for in the Event of Default by Tenant.

26. All references in these Rules and Regulations to "Tenant" shall be deemed to include the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

GUARANTY OF LEASE

In order to induce DG Riverbend, LLC, and JC Riverbend LLC, each, a Colorado limited liability company, as tenants-in-common (collectively, "Landlord"), to enter into that certain Lease, dated _____, 2016 (the "Lease"), with Blacktip, LLC, a Colorado limited liability company, dba The Lost Cajun - Littleton, Gregory Jones and Karin Jones (collectively, "Guarantors") and the Lost Cajun Enterprises, LLC a Colorado limited liability company (collectively, "Springing Guarantor") hereby make the following guaranty, indemnification and agreements with and in favor of Landlord:

(a) Guarantors, jointly and severally, hereby covenant and agree with Landlord: (i) to make the due and punctual payment of all rent, moneys and charges payable under the Lease during the term thereof and all renewals or extensions thereof; (ii) to effect prompt and complete performance of all and each of the terms, covenants, conditions and provisions contained in the Lease on the part of Tenant to be kept, observed and performed during the term and any renewals or extensions thereof; and (iii) to indemnify and save Landlord harmless from any loss, costs or damages arising out of any failure to pay the aforesaid rent, moneys and charges or the failure to perform any of the terms, covenants, conditions and provisions of the Lease.

(b) In the event of a default under the Lease, Guarantors waive any right to require Landlord to: (i) proceed against Tenant or pursue any rights or remedies with respect to the Lease; (ii) proceed against or exhaust any security that Landlord holds from Tenant; (iii) pursue any other remedy whatsoever in Landlord's power; or (iv) proceed against any co-guarantors, if any. Landlord shall have the right to enforce this guaranty regardless of the acceptance of additional security from Tenant and regardless of the release or discharge of Tenant by Landlord or by others, or by operation of law.

(c) Guarantors hereby expressly waive any right of set off or compensation against amounts due under this Guaranty and waive all notice of non-performance, non-payment, non-observance or default on the part of Tenant of the terms, covenants, or conditions and provisions of the Lease.

(d) Guarantors shall not be released from liability under that Guaranty in the event of an assignment or sublease of the Premises pursuant to the Lease.

(e) Without limiting the generality of the foregoing, the liability of Guarantors under this Guaranty shall not be deemed to have been waived, released, discharged, impaired, or affected by reason of any waiver or failure to enforce any of the obligations of the Tenant under the Lease, or assignment of the Lease by Landlord or Tenant, or the subletting of the demised premises by the Tenant, or by the expiration of the Lease term, or the release or discharge of Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings, or the rejection, disaffirmation or disclaimer of the Lease by any party in any action or proceeding, or any extension, modification, amendment or alteration of the Lease whatsoever, including, but not limited to, relocation of Tenant to substitute premises, and shall continue with respect to the

periods prior thereto and thereafter, for and with respect to the term originally contemplated and expressed in the Lease. The liability of the Guarantors shall not be affected by any repossession of the demised premises by Landlord, provided, however, the net payments received by Landlord after deducting all costs and expenses of repossession and/or reletting the same, shall be credited from time to time by Landlord to the account of Guarantors and Guarantors shall pay any balance owing to Landlord from time to time immediately upon ascertainment. Notwithstanding the foregoing to the contrary, in no event shall Guarantors be entitled to credit against amounts owed to Landlord for excess rents paid to Landlord in the event Landlord is able to relet the Premises, after Tenant defaults under the Lease, at a rental rate greater than that paid by Tenant under the Lease.

(f) This Guaranty shall be one of payment and performance and not simply of collection. Notwithstanding the use of the word "indemnity" or "guaranty" each guarantor or indemnitor shall be jointly and severally liable hereunder.

(g) Guarantors shall, without limiting the generality of the foregoing, be bound by this Guaranty in the same manner as though Guarantors were the Tenant named in the Lease.

(h) All of the terms, agreements and conditions of this Guaranty shall extend to and be binding upon Guarantors, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and the holder of any mortgage to which the Lease may be subject and subordinate from time to time.

(i) Landlord may, without notice, assign or transfer this Guaranty, in whole or in part, and no such assignment or transfer shall operate to extinguish, diminish, waive, release, discharge or otherwise affect Guarantors' liability hereunder.

(j) Guarantors agrees to pay to Landlord all reasonable attorneys' fees and costs or other expenses incurred by Landlord in any legal proceedings for collection, attempted collection, enforcement, attempted enforcement, negotiation or otherwise arising under the Lease or this Guaranty.

(k) Gregory Jones and Karin Jones have delivered to Landlord their financial statement dated _____ ("Jones Financial Statement"). Gregory and Karin Jones hereby represent and warrant to Landlord that the Jones Financial Statement truly, completely and accurately reflects the financial condition of Gregory and Karin as of the date of this Lease.

Furthermore, Guarantors hereby acknowledge and agree that, in entering into this Lease with Tenant, Landlord is relying upon the Jones Financial Statement and the foregoing representations and warranties. A breach of such representations and warranties shall constitute a default under the Lease and Guaranty.

In the event Springing Guarantor exercises its rights to continue the Lease in effect, in accordance with the terms of the Conditional Assignment, then, from and after the exercise of

such rights pursuant to the Conditional Assignment through the remainder of the Lease term, including all renewals and extensions thereof. Springing Guarantor shall be a Guarantor under this Guaranty, in accordance with all of the terms set forth herein. Unless and until the Springing Guarantor exercises such rights under the Conditional Assignment, Springing Guarantor shall have no liability under this Guaranty.

"GUARANTORS"

By: Gregory Jones
Gregory Jones

By: Karin Jones
Karin Jones

Address: 10587 Hillrose Street
Parker, CO 80134-3761

Phone: _____

THE LOST CAJUN ENTERPRISES, LLC

By: [Signature]
Name: Raymond A. Quijano
Title: Owner

Address: 935 Lakepoint Circle
Frisco, Colorado 80443

Phone: 504-628-3560

EXHIBIT H

LIST OF EXCLUSIVES

1. Operation of a restaurant that sells primarily "Asian Food" or uses a wok. The term "Asian Food" shall include without limitation, Chinese, Japanese, Vietnamese, Thai, Hawaiian, Mongolian, Cajun, and Korean foods, and for this purposes "primarily" shall mean ten percent (10%) or more of the gross sales of menu items of the business are derived from such food items.
2. The sale of delicatessen or submarine sandwiches.
3. Sale of donuts as a primary use.
4. Sale of or pizza or panini sandwiches as its main menu item. Without limiting the generality of the foregoing, Landlord agrees not to lease space to California Pizza Kitchen, or Wolfgang Puck's or any similar restaurant as long as IL Vicino Littleton LLC is a tenant in the Building Complex.
5. The sale of chicken wings as a primary menu item.
6. The sale of bagels and bagel related foods as a primary menu item.

EXHIBIT I

"THE SHOPS AT RIVERBEND" LITTLETON.

SIGNAGE:

GENERAL:

ALL SIGNAGE SHALL COMPLEMENT THE ARCHITECTURAL STYLE OF THE DEVELOPMENT WITH REGARD TO ITS COLORATION, DESIGN AND MATERIAL

IN THE INTEREST OF CONSISTENCY AND QUALITY OF DESIGN, THE DEVELOPER/OWNER OF THE PROJECT WILL REQUIRE THAT EACH AND EVERY PROPOSED TENANT'S SIGN BE REVIEWED AND APPROVED BY THE DEVELOPER/OWNER PRIOR TO THE APPLICATION OF A CITY SIGN PERMIT. SIGNS ARE ONLY PERMITTED IN THE ARCHITECTURALLY DESIGNATED SIGN AREAS

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS DESIGNATED IN THE 'SIGN STANDARD' CHART. (EXHIBIT A)

CENTER IDENTIFICATION SIGNS:

TWO LOW-PROFILE GROUND-MOUNTED IDENTIFICATION SIGNS ARE PLANNED TO BE INSTALLED NEXT TO THE CENTER ENTRY, OFF PRINCE STREET. THESE SIGNS WILL BE LIMITED TO A HEIGHT OF FOUR FEET. MAXIMUM SIGN AREA PER FACE (TWO-SIDED SIGNS) WILL BE 25 SF.

JOINT IDENTIFICATION SIGNS:

TWO LOW-PROFILE GROUND-MOUNTED IDENTIFICATION SIGNS ARE PLANNED TO BE INSTALLED ALONG SANTA FE DRIVE. THESE SIGNS WILL BE LIMITED TO A HEIGHT OF SIX FEET. MAXIMUM SIGN AREA PER FACE (TWO-SIDED SIGNS) WILL BE 50 SF

TENANT SIGNS:

EACH TENANT WILL BE PERMITTED A MINIMUM OF ONE WALL SIGN (MOUNTED TO AND PARALLEL TO THE FACE OF THE WALL) AND ONE ARCADE SIGN (OR BLADE SIGN) MOUNTED PERPENDICULAR TO THE FACE OF THE WALL.

ALL TENANT WALL SIGNS SHALL HAVE AN ARCHITECTURALLY DISTINCTIVE BACKING THAT FORMS AN INTEGRAL PART OF THE SIGN

FOR TENANTS WITH MORE THAN ONE FRONTAGE, ADDITIONAL SIGNS WILL BE ALLOWED IN ACCORDANCE WITH THE NUMBER OF BUILDING FRONTS. IN NO CASE WILL MORE THAN THREE SIGNS BE ALLOWED PER TENANT

TENANT SIGNS SHALL BE LOCATED IN THE DESIGNATED SIGN AREAS AS IDENTIFIED ON THE S.D.P

LIGHTING OF SIGNS:

GROUND MOUNTED SIGNS MAY BE LIT INTERNALLY OR BY MEANS OF GROUND SPOT LIGHTING.

TENANT SIGNS SHALL BE LIT BY MEANS OF BRACKETED SHADE LAMPS OF A DESIGN SIMILAR AS SHOWN ON THIS PDO AND AS MADE BY TREND LIGHTING OR EQUAL. WITH THE EXCEPTION OF A TENANT COMPANY LOGO, THE USE OF INTERNALLY LIT SIGNAGE IS PROHIBITED.

EXCLUSIONS:

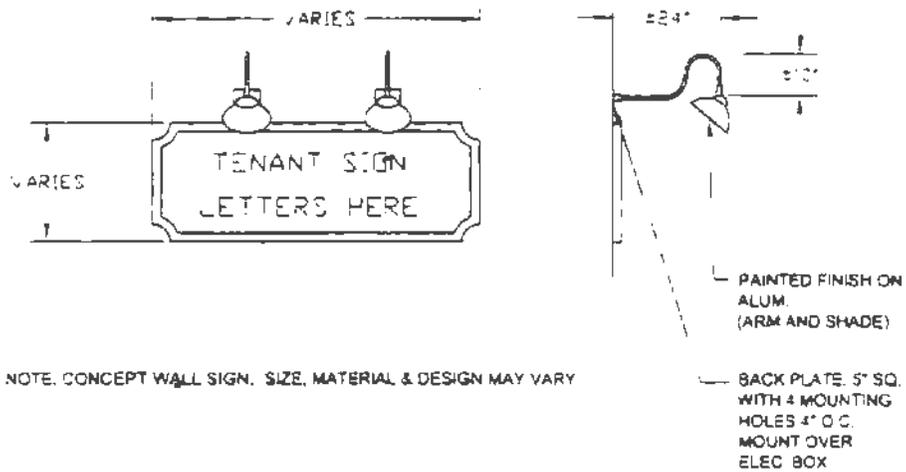
1. PERMANENT AND TEMPORARY PAINTED WINDOW SIGNS
2. BACKLIT AWNINGS.
3. PLEXIGLAS OR PLASTIC-FACED BOX SIGNS WITH THE EXCEPTION OF LOGOS THAT MAY NOT MAKE UP MORE THAN 20% OF THE ALLOWED SIGN AREA FOR A PARTICULAR FRONTAGE.

**EXHIBIT A
SIGN STANDARDS – THE SHOPS AT RIVERBEND, LITTLETON.**

	TYPE	NUMBER OF SIGNS	MINIMUM SIZE OF SIGNS	MAXIMUM DIMENSIONS OF SIGNS	MAXIMUM LETTER HEIGHT	SIGN ILLUMINATION	REMARKS
CENTER IDENTIFICATION	GROUND MOUNTED MONUMENT	TWO	25 SF EACH (SIGN AREA) FACE	4' HIGH 8' LONG	18"	INTERNAL OR GROUND SPOT	
JOINT IDENTIFICATION	GROUND MOUNTED MONUMENT	TWO	50 SF EACH (SIGN AREA) FACE	6' HIGH 10' LONG	18"	INTERNAL OR GROUND SPOT	
TENANT(1-2-3)	WALL [TYP.]	ONE PER BLDG FRONT	2 SF PER LIN. FT OF FRONTAGE N.T.E. 100 SF/SIGN	3' HIGH COMPOSITION LENGTH: 80% OF FRONTAGE	24"	BRACKETED SHADE LAMPS	THE LOGO PORTION OF A TENANT SIGN MAY BE INTERNALLY ILLUMINATED
	WALL [AT PRINCE STREET]	ONE	1 SF PER LIN. FT OF FRONTAGE N.T.E. 50SF/SIGN	2' – 4" HIGH 80% OF FRONTAGE	18"	BRACKETED SHADE LAMPS	
	ARCADE OR BLADE	ONE	6 SF PER FACE	2' HIGH 3' LONG		BRACKETED SHADE LAMPS	

- 1) TOTAL SIGN AREA PER TENANT INCLUDING WALL & BLADE SIGNS SHALL NOT EXCEED 200SF.
- 2) LOGO'S SHALL NOT EXCEED 20% OF PROPOSED SIGN AREA ON A PARTICULAR FRONT.
- 3) FOR DEFINITION OF BUILDING FRONT SEE LITTLETON SIGN CODE.

"THE SHOPS AT RIVERBEND" LITTLETON.



NOTE: CONCEPT WALL SIGN. SIZE, MATERIAL & DESIGN MAY VARY

CONCEPTUAL WALL SIGN & LAMP FIXTURE

4 OF 4

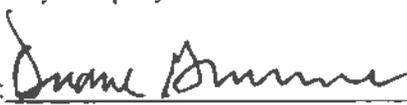
EXHIBIT J

NOTICE OF NONLIABILITY OF LANDLORD

IN ACCORDANCE WITH THE COLORADO GENERAL MECHANIC'S LIEN LAW, SECTION 38-22-105(2), NOTICE IS HEREBY GIVEN BY **DG RIVERBEND, LLC, AND JC RIVERBEND, LLC**, COLORADO LIMITED LIABILITY COMPANIES (THE "OWNER"), TO ALL SUPPLIERS, CONTRACTORS, SUBCONTRACTORS OR OTHER PERSONS PROVIDING LABOR, MATERIALS OR EQUIPMENT TO THE PROPERTY LOCATED IN THE SHOPS AT RIVERBEND, 5350 SOUTH SANTA FE DRIVE, LITTLETON, COLORADO, UNIT F (THE "PROPERTY") AT THE INSTANCE AND REQUEST OF **BLACKTIP, LLC**, A COLORADO LIMITED LIABILITY COMPANY, D/B/A THE LOST CAJUN - LITTLETON (THE "TENANT"), OR ITS CONTRACTORS, SUBCONTRACTORS OR AGENTS, FOR THE CONSTRUCTION, ALTERATION, REMOVAL, ADDITION OR OTHER IMPROVEMENTS TO THE PROPERTY; THAT THE OWNER WILL NOT BE RESPONSIBLE FOR ANY OBLIGATIONS, DEBTS OR CHARGES OF ANY NATURE ON ACCOUNT OF ANY MATERIALS SUPPLIED, LABOR PERFORMED OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH CONSTRUCTION, ALTERATION, ADDITION, REPAIR OR OTHER IMPROVEMENT RENDERED ON BEHALF OF THE TENANT; AND THAT NEITHER THIS PROPERTY NOR ANY IMPROVEMENTS LOCATED THEREON WILL BE SUBJECT TO ANY LIEN FOR MATERIALS SUPPLIED, LABOR PERFORMED OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH CONSTRUCTION, ALTERATION, ADDITION OR OTHER IMPROVEMENT THEREON, NOR SHALL THE LANDS NECESSARY FOR THE CONVENIENT USE AND OCCUPANCY OF THIS PROPERTY BE SUBJECT TO SUCH LIEN.

DATED: June 21, 2016

DG RIVERBEND, LLC, a Colorado limited liability company

By: 
Duane Grummer, Member

JC RIVERBEND, LLC, a Colorado limited liability company

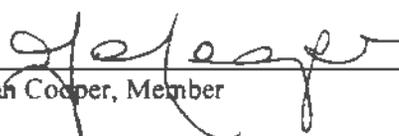
By: 
Jan Cooper, Member

EXHIBIT K

2016 OPERATING EXPENSE BUDGET

Expense Reconciliation Summary for 2015 and 2016 CAM/TAX/INS
3.00

	2015 ACTUAL	2016 BUDGET
COMMON AREA MAINTENANCE:		
Electrical - Lighting	\$3,161	\$2,754
Electrical Signs	\$319	\$0
Gen. Repair - HVAC	\$1,360	\$250
Gen. Repair - Misc.	\$3,173	\$6,000
Gen. Repair - Painting	\$0	\$1,500
Gen. Repair - Plumbing	\$0	\$0
Gen. Repair - Roof	\$2,473	\$3,318
Day Porter	\$6,036	\$7,200
Windows/Powerwash	\$9,443	\$2,580
Landscaping - Contract	\$3,934	\$4,800
Landscaping - Extra	\$5,609	\$4,280
Parking Lot - Repairs/Striping	\$0	\$3,300
Parking Lot - Sweeping	\$390	\$1,260
Snow Removal	\$30,634	\$14,350
Utilities - Electricity/Gas	\$8,900	\$8,000
Security Fire And Alarm	\$1,487	\$1,688
Administrative Costs	\$190	\$480
Total Operating Expenses	\$77,054	\$58,878
Expenses Amortized 60 months		
Expenses passed to owner		
Property Management Fees	\$16,850	\$16,000
TOTAL CAM/NNN Expensed	\$93,904	\$77,678
Grease Trap	\$7,658	\$5,712
Trash Removal	\$5,712	\$8,136
Utilities-Water/Sewer	\$25,973	\$16,132
TAX DUE FOR 2015	\$91,259	\$80,583
(Less Tax Rebate)	(\$11,554)	
TOTAL TAX DUE	\$79,665	
INSURANCE - Fire/Liab.	\$7,027	\$6,534
SIGN REIMBURSEMENT	\$60,717	
See attached 60 months amortization	-	-
TOTAL EXPENSES	\$219,966	\$197,275

TOTAL PROPERTY SQUARE FOOTAGE

16,224

EXHIBIT L

LETTER WAIVER FROM PANDA EXPRESS

June 1, 2016

Ms. Jill Sanchez
Panda Express, Inc.
1683 Walnut Grove Avenue
Rosemead, CA 91770

Re: Proposed lease between DG Riverbend, LLC, and JC Riverbend, LLC (collectively, "Landlord"), and Blacktrip, LLC, d/b/a The Lost Cajun LLC-Littleton ("Lost Cajun")

Dear Ms. Sanchez:

Landlord is currently exploring the possibility of entering into a lease for space in the Shops at Riverbend Center with Lost Cajun. As you know, your lease provides that, as long as Panda Express, Inc. is not in default under its lease, the Landlord will not enter into any other lease with a tenant who intends to use such property for the primary use as a restaurant that sells "Asian Food" or uses a wok. The definition of "Asian Food" includes Cajun food. We have provided you with a menu from the Lost Cajun restaurant herein attached as Exhibit A. Pursuant to our phone conversations, we have reached an agreement whereby Landlord agrees that if a lease is executed with Lost Cajun, the terms of the existing lease between Landlord and Panda Express will be amended in exchange for Panda Express waiver of any claim that the menu hereby attached of Lost Cajun violates the existing exclusive set forth in Exhibit H of the lease with Panda Express. The terms of the modification to the existing lease are set forth separately in an Amendment to the existing lease, which will be mutually executed by the parties and is attached to this letter agreement.

Based upon this agreement between Landlord and Panda Express for a waiver of the use restriction prohibiting a restaurant serving Cajun food, applicable to the Lost Cajun restaurant, both parties have executed a copy of this letter in the signature block set forth below.

Very truly yours,

DG Riverbend, LLC

By: Duane Grummer
Duane Grummer, Sole Member

Dated: 6/1/16

Panda Express

By: Donna Wance
Name: Donna Wance
Its: VP

Dated: 6/1/16

JC Riverbend, LLC

By: Jan Cooper
Jan Cooper, Sole Member

Dated: 6-1-16

CONDITIONAL ASSIGNMENT OF LEASE

THIS CONDITIONAL ASSIGNMENT OF LEASE ("Agreement") is made as of this ____ day of June, 2016 by and between BLACKTIP, LLC, a Colorado limited liability company ("Assignor"), THE LOST CAJUN ENTERPRISES, LLC, a Colorado limited liability company ("TLC", also be referred to as "Assignee") and DG RIVERBEND, LLC and JC RIVERBEND, LLC, each a Colorado limited liability company (collectively, "Landlord").

WHEREAS, Assignor is a tenant ("Tenant") of certain property located at 5350 South Santa Fe Drive, Building B, Unit F, City of Littleton, State of Colorado ("Property"), pursuant to a lease by and between Landlord and Assignor, dated _____ (the "Lease");

WHEREAS, Assignor desires to construct, and thereafter operate a THE LOST CAJUN Restaurant under a certain franchise agreement between Assignor and Assignee (the "Franchise Agreement"); and

WHEREAS, as a condition to the grant of rights under the Franchise Agreement to Assignor, Assignee requires that Assignor enter into this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Five Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns all of its right, title and interest in and to the Lease and THE LOST CAJUN Restaurant to Assignee. Although it is the intention of the parties that this Agreement is a present assignment, it is expressly understood and agreed that until an event described in Section 2 below has occurred and TLC has exercised its remedies hereunder, Landlord shall look to Assignor for full performance of Assignor's obligations under the Lease.

2. With the exception of Sections 3, 4, 8, 9, 10, 11 and 12 below which are effective as of the date this Agreement is fully executed by the parties, the assignment of Lease contemplated hereunder is conditional and shall not be effective until the "Effective Date," as defined in Section 5 of this Agreement. Assignee shall have no right to pursue any remedy hereunder unless and until:

(a) Default by Assignor under the terms of the Lease, which default (i) is not cured by Assignor within the time limits provided therein or (ii) results in a demand for performance by Assignee under any guaranty of the Lease; or

(b) Default by Assignor under the terms of the Franchise Agreement or under any document or instrument securing the Franchise Agreement, which default is not cured by Assignor within the time limits provided therein; or

(c) Voluntary institution of any insolvency or bankruptcy proceedings as a debtor or insolvent on the part of Assignor or involuntary insolvency or bankruptcy

proceedings brought against Assignor which are not dismissed within 60 days of the filing thereof; or

(d) Discontinuation by the Assignor of operation of a THE LOST CAJUN Restaurant on the Property, whether voluntarily or involuntarily; or

(e) Nonrenewal by Assignor of the Franchise Agreement.

3. During the term of the Lease, Landlord agrees to give Assignee written notice of all defaults of Assignor concurrently with the giving of such notice to Assignor. Landlord further agrees to give Assignee the period provided to the Assignor in the Lease to cure any default.

4. If Assignee expends sums to cure a default, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent per month, or the highest rate allowed by law. Nothing in this Agreement shall obligate Assignee to cure any such default, unless Assignee elects to assume the Lease pursuant to Section 5 below.

5. The date upon which the assignment shall be effective (the "Effective Date"), is the date upon which Landlord and Assignor receive written notice from Assignee that:

(a) Assignee will cure all prior defaults of Assignor in the Lease in which Landlord has given notice to Assignee pursuant to the provisions of Section 3 above, and that Assignee will assume the Lease; or

(b) The events described in either subsections 2(b), 2(c), or 2(d) above have occurred and that Assignee will assume the Lease.

6. As of the Effective Date, Assignee will assume all rights, duties, responsibilities and obligations of Assignor arising on or after the Effective Date pursuant to the terms and provisions of the Lease.

7. Landlord hereby consents to the assignment of the Lease to Assignee pursuant to the terms of the Lease. Landlord agrees that after the Effective Date, Assignee may (i) enter into a sublease with any franchisee of TLC without Landlord's further consent, but with written notice to Landlord, or (ii) further assign the Lease to a person, firm or corporation who shall agree to assume the Tenant's obligations under the Lease and is acceptable to Landlord, in Landlord's sole discretion; and any such assignee shall have the same or better operating experience and managerial experience as a restaurant operator as Assignor had at the time the Lease is entered into, and the same or better financial condition as the Assignor on such date and assignee shall be required to provide a guarantor of the Lease who is acceptable to Landlord, in Landlord's sole discretion, and who shall execute and deliver to Landlord a Guaranty in the same form as the Guaranty attached to the Lease. Landlord further agrees that upon the occurrence of any such assignment, Assignee shall have no further liability or obligation under the Lease as Assignee or Tenant, but shall continue to be liable as a guarantor of the Lease, and that concurrent with such assignment, Landlord will enter into a replacement Conditional Assignment

of Lease Agreement by and between Assignee and the new tenant in a form acceptable to Landlord.

8 Assignor agrees to indemnify and hold harmless Assignee from any loss, liability, cost or expense incurred or suffered by Assignee under this Agreement.

9. Assignor agrees not to allow any surrender, amendment, modification or termination or other assignment of the Lease without the prior written consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given if no written objection is delivered to Assignor within five (5) days after Assignor's written request for consent. Notwithstanding anything set forth herein to the contrary, it shall be Assignor's responsibility to obtain Assignee's consent, and Landlord shall have the irrevocable right to rely upon Assignor's signature on any such document as confirmation that the Assignee's consent has been obtained. Throughout the term of the Lease, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days prior to the last day said option must be exercised, unless Assignee otherwise agrees in writing. Assignor hereby grants to Assignee a power of attorney to exercise an extension or renewal option of the Lease in the name, place and stead of Assignor and Landlord agrees to accept Assignee's exercise of such option which exercise shall be binding upon Assignor. The foregoing power of attorney is irrevocable and coupled with an interest.

10. Assignor represents and warrants to Assignee that it has the full power and authority to assign the Lease and its interests therein and that Assignor has not previously assigned, transferred or pledged, and is not otherwise obligated to assign, transfer or pledge, any of its interests in the Lease or the leasehold estate created thereby.

11. Assignee shall have the right to assign any of its rights, duties or obligations under this Agreement to an affiliate of Assignee.

12. All notices or demands required hereunder shall be made in writing and shall be deemed to be fully given when deposited in the U.S. certified mail, postage prepaid, return receipt requested or when sent Fed Ex or similar overnight courier to:

Assignee:

The Lost Cajun Enterprises, LLC
935 Lakepoint Circle
Frisco, Colorado 80443

Assignor:

Blacktip, LLC
10587 Hillrose Street
Parker, Colorado 80134

With Simultaneous Copy to:

Moye White LLP
16 Market Square, 6th Floor
1400 16th Street
Denver, Colorado 80202
Attn: Nicole Chatham, Esq.

Landlord:

DG Riverbend, LLC and JC Riverbend, LLC
82 Blackhawk Club Court
Danville, California 94506

13. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

14. Except as specifically modified by this Agreement, all other terms and conditions of the Lease remain in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and those of the Lease, the terms and conditions of this Agreement shall control and supersede those of the Lease.

15. Assignee hereby certifies and agrees that (i) Assignee approves the terms of the Lease pursuant to Section 5.3 of the Franchise Agreement; and (ii) the terms of the Lease as modified by this Agreement meet all requirements of Section 5.3 of the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS ATTEST:

Kevin Jones

ASSIGNOR:

BLACKTIP, LLC

By: Gregory Jones
Title: Member
Date: _____

WITNESS/ATTEST:

Amber J Reynolds

ASSIGNEE:

THE LOST CAJUN ENTERPRISES, LLC

By: Randy Jeff
Title: Owner
Date: _____

LANDLORD:

DG RIVERBEND, LLC

By: Joanne Brunner
Title: Member
Date: 6/21/2016

~~JD~~ RIVERBEND, LLC

By: Joanne Brunner
Title: MEMBER
Date: 6/21/16

EXHIBIT N

EXISTING PERSONAL PROPERTY

List of Existing Personal Property Tenant wishes to remove:

- 1.) All tables and chairs
- 2.) The current standing salad bar
- 3.) The prep table/cook counter
- 4.) The whole back wall of the cook line remove: flat top, charbroiler, fryer, warmer and all underneath (excluding the six burner on far left of the cook line, only item staying)
- 5.) Menu board
- 6.) Entire front counter
- 7.) Salamander
- 8.) Deep fryer in back room

List of Existing Personal Property Tenant wishes to use during the Term:

- 1.) The bottom of the ice machine (replace the whole top piece)
- 2.) Freezer with door
- 3.) 9 storage racks in back room and walk in refrigeration area
- 4.) All stainless steel prep tables
- 5.) All remaining pots and pans
- 6.) The safe in back office
- 7.) Sinks and associated counters
- 8.) All Misc. kitchen utensils