DR 8404 (05/07/09) Page 1
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
DENVER CO 80261

AMENDED

21

DEPARTMENT USE ONLY

COLORADO LIQUOR RETAIL LICENSE APPLICATION

☑ NEW LICENSE ☐ TRANSFER OF OWNERSHIP ☐ LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE $ ______
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a

☐ Corporation
☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)
☐ Individual
☑ Limited Liability Company
☐ Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: Rancho La Playa, LLC
Fein Number: 46-3629963

2a. Trade Name of Establishment (DBA): 3 Potrillos Mexican Rest. & Taqueria
State Sales Tax No.: 29897658
Business Telephone: 720-981-4760

3. Address of Premises (specify exact location of premises): 3625 W. Bowles #16.

City	County	State	ZIP Code
Littleton	Arapahoe	CO	80123.

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
3625 W. Bowles #16	Littleton	CO	80123

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES
2300 ☐	Application Fee for New License	$1,025.00
2302 ☑	Application Fee for New License - w/Concurrent Review	$1,125.00
2310 ☐	Application Fee for Transfer	$1,025.00

LIAB	SECTION B	LIQUOR LICENSE FEES
1905 ☐	Retail Gaming Tavern License (City)	$500.00
1906 ☐	Retail Gaming Tavern License (County)	$500.00
1940 ☐	Retail Liquor Store License (City)	$227.50
1941 ☐	Retail Liquor Store License (County)	$312.50
1950 ☐	Liquor Licensed Drugstore (City)	$227.50
1951 ☐	Liquor Licensed Drugstore (County)	$312.50
1960 ☐	Beer and Wine License (City)	$351.25
1961 ☐	Beer and Wine License (County)	$436.25
1970 ☑	Hotel and Restaurant License (City)	$500.00
1971 ☐	Hotel and Restaurant License (County)	$500.00
1975 ☐	Brew Pub License (City)	$750.00
1976 ☐	Brew Pub License (County)	$750.00
1980 ☐	Hotel and Restaurant License w/opt premises (City)	$500.00
1981 ☐	Hotel and Restaurant License w/opt premises (County)	$500.00
1983 ☑	Manager Registration - H & R	$ 75.00

LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
1985 ☐	Resort Complex License (City)	$500.00
1986 ☐	Resort Complex License (County)	$500.00
1988 ☐	Add Related Facility to Resort Complex	$ 75.00 X ____ Total ____
1990 ☐	Club License (City)	$308.75
1991 ☐	Club License (County)	$308.75
2010 ☐	Tavern License (City)	$500.00
2011 ☐	Tavern License (County)	$500.00
2012 ☐	Manager Registration - Tavern	$ 75.00
2020 ☐	Arts License (City)	$308.75
2021 ☐	Arts License (County)	$308.75
2030 ☐	Racetrack License (City)	$500.00
2031 ☐	Racetrack License (County)	$500.00
2040 ☐	Optional Premises License (City)	$500.00
2041 ☐	Optional Premises License (County)	$500.00
2045 ☐	Vintners Restaurant License (City)	$750.00
2046 ☐	Vintners Restaurant License (County)	$750.00
2220 ☐	Add Optional Premises to H & R	$100.00 X ____ Total ____
2370 ☐	Master File Location Fee	$ 25.00 X ____ Total ____
2375 ☐	Master File Background	$250.00 X ____ Total ____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date FROM	License Issued Through (Expiration Date) TO

State	City	County	Managers Reg
____-750 (999)	2180-100 (999)	2190-100 (999)	____-750 (999)

Cash Fund New License	Cash Fund Transfer License	TOTAL
2300-100 (999)	2310-100 (999)	$.

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list 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.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- [x] A. Applicant/Licensee identified.
- [x] B. State sales tax license number listed or applied for at time of application.
- [x] C. License type or other transaction identified.
- [x] D. Return originals to local authority.
- [ ] E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- [x] A. No larger than 8 1/2" X 11".
- [ ] B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.)
- [ ] C. Separate diagram for each floor (if multiple levels).
- [x] D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- [ ] A. Deed in name of the Applicant ONLY (or)
- [x] B. Lease in the name of the Applicant ONLY.
- [ ] C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- [ ] D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- [x] A. Individual History Record(s) (Form DR 8404-I).
- [x] B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- [ ] C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- [x] D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- [ ] A. Certificate of Incorporation (and/or)
- [ ] B. Certificate of Good Standing if incorporated more than 2 years ago.
- [ ] C. Certificate of Authorization if foreign corporation.
- [ ] D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- [ ] A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- [x] A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- [x] B. Copy of operating agreement.
- [ ] C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- [x] A. $75.00 fee.
- [x] B. Individual History Record (DR 8404-I).

6. 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 ☐ No ☑

7. 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? ☐ ☑
(b) had an alcohol beverage license suspended or revoked? ☐ ☑
(c) had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☑
If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. 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. ☐ ☑

9. 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? ☐ ☑

10. 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 or former financial interest in said business including any loans to or from a licensee. 3 Potrillos Mex. Rest (partner) ☑ ☐

11. 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? ☑ ☐
☐ Ownership ☑ Lease ☐ Other (Explain in Detail) ______
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease.

Landlord	Tenant	Expires
Columbine Center partners, LLC	Rancho La Playa, LLC	12/31/2018

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". (Doesn't have to be to scale)

12. 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.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST

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.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises** Yes ☐ No ☐
Has a local ordinance or resolution authorizing optional premises been adopted?
Number of separate Optional Premises areas requested. ______ (See License Fee Chart)

14. **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? COPY MUST BE ATTACHED. Yes ☐ No ☐

15. **Club Liquor License** applicants answer the following and attach:
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes ☐ No ☐
(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? ☐ ☐
(c) How long has the club been incorporated? (Three years required) ______
(d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above? ☐ ☐

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:** Yes ☐ No ☐
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

17a. **Name of Manager (for all on-premises applicants)** Alisha N. Romero-Metzel (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I) [redacted]

17b. 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. Yes ☐ No ☑

18. **Tax Distraint 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 distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes ☐ No ☑

19. 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 finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Lila Fernandez	6250 S. Vivian St, Littleton, CO	[redacted]	member	50
Ramon Rodriguez	6250 S. Vivian St, Littleton CO	[redacted]	member	50

*If total ownership percentage disclosed here does not total 100% applicant must check this box

☑ Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

☐ **CORPORATION** ☐ Cert. of Incorp. ☐ Cert. of Good Standing (if more than 2 yrs. old) ☐ Cert. of Auth. (if a foreign corp.)

☐ **PARTNERSHIP** ☐ Partnership Agreement (General or Limited) ☐ Husband and Wife partnership (no written agreement)

☑ **LIMITED LIABILITY COMPANY** ☑ Articles of Organization ☒ Cert. of Authority (if foreign company) ☑ Operating Agrmt.

☐ **ASSOCIATION OR OTHER** Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)	Address for Service

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	Title	Date
Lila Fernandez	member	9-13-13

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority	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.
9-17-2013	11-13-13

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

	Yes	No
☑ 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 ____________

☑ 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	Telephone Number	
City of Littleton	303-795-3780	☒ TOWN, CITY ☐ COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

DR 8404-I (01/06/05)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

AMENDED

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company ***MANAGING*** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. **All** questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. **A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Name of Business
Rancho La Playa LLC, DBA 3 potrillos Mexican Rest & Taqueria

2. Your Full Name (last, first, middle)
Fernandez, Lilia B.

3. List any other names you have used.
—

4. Mailing address (if different from residence)
6250 S. Vivian St, Littleton, CO 80127

H[redacted]

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 6250 S. Vivian St	Littleton, CO 80127	Aug 2003	present
Previous			

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
3 potrillos Mexican Rest	11707 W. Ken Caryl St. Littleton, CO 80127	Manager	08/03	present

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
Ramon Rodriguez.	husband	MNGR.	3 potrillos Mex. Rest (Park

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail. ☑ Yes ☐ No

Rancho Seco/DBA 3 potrillos Mex. Rest - 11707 W. Ken Caryl, Littleton, CO 80127 - 49% owner.
Rancho Los Cerritos/DBA 3 potrillos Mex Rest - 9205 Crown Crest, Parker, CO 80138 - 50% owner.

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 U.S.? If yes, explain in detail. ☐ Yes ☑ 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? Include arrests for DUI and DWAI. (If yes, explain in detail.)
☐ Yes ☑ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)
☐ Yes ☑ No

12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)
☐ Yes ☑ No

[redacted]

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.

Authorized Signature	Title	Date
Lila Fernandez	member	9-13-13

DR 8404-I (01/06/05)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

AMENDED

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company ***MANAGING*** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. **All** questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. **A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Name of Business
Rancho La Playa LLC, DBA 3 potrillos Mexican Rest & Taqueria

2. Your Full Name (last, first, middle)
Rodriguez, Ramon

3. List any other names you have used.

4. Mailing address (if different from residence)

[redacted]

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 6250 S. Vivian St.	Littleton, CO 80127	08/03	present
Previous			

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
3 potrillos Mex. Rest	9205 Crown Crest Blvd. Parker, CO 80138	MNGR	11-10	present
3 potrillos Mex. Rest	11707 W. Ken Caryl St Littleton, CO 80127	MNGR.	03-03	11-10

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
Lila Fernandez	wife.	MNGR.	3 potrillos.

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail. ☑ Yes ☐ No

3 potrillos Mex. Rest - 9205 Crown Crest Blvd, Parker, CO 80138 - 50% owner.

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 U.S.? If yes, explain in detail. ☐ Yes ☑ 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? Include arrests for DUI and DWAI. (If yes, explain in detail.)

☐ Yes ☑ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

☐ Yes ☑ No

12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)

☐ Yes ☑ No

[redacted]

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.

Authorized Signature	Title	Date
AB	member	9-13-13

THE UNITED STATES OF AMERICA

No. 30102816

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [redacted]

Sex: **MALE**

Height: **5** *feet* **10** *inches*

Marital status: **MARRIED**

Country of former nationality:
MEXICO

CIS Registration No. **A079193777**

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: **DENVER, COLORADO**

The Secretary having found that:

RAMON RUBIO RODRIGUEZ

then residing in the United States, intends to reside in the United States when so required by the Naturalization Laws of the United States, and had in all other respects complied with the applicable provisions of such naturalization laws and was entitled to be admitted to citizenship, such person having taken the oath of allegiance in a ceremony conducted by the

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: **DENVER, COLORADO** *on:* **FEBRUARY 20, 2008**

that such person is admitted as a citizen of the United States of America.

Director, U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

DR 8404-I (01/06/05)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
1881 PIERCE STREET RM 108A
DENVER CO 80261

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company ***MANAGING*** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. **All** questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. **A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Name of Business
Rancho La Playa LLC, DBA 3 potrillos Mex. Rest & Taqueria

2. Your Full Name (last, first, middle)
Romero-Metzler, Alisha N.

3. List any other names you have used.

4. Mailing address (if different from residence)

H [redacted]

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 8497 S. Hoyt Way Unit 103 Littleton, CO 80128	Littleton, CO 80128	April 2013	present
Previous 7717 Maroon Peak	Littleton, CO 80127	february 1990	April 2013

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
3 potrillos Mex. Rest	9205 Crown Crest. Parker, CO 80138	waitress.	11-10	present
Carlos Miguel Mex. Rest	8154 S. Kippling Pkwy Littleton, CO 80127	waitress	Feb-09	Nov-10
I-Hop	12634 W. INDORE place Littleton, CO 80127	waitress	March	Feb-09 Feb12

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

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail. ☐ Yes ☑ 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 U.S.? If yes, explain in detail. ☐ Yes ☑ 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? Include arrests for DUI and DWAI. (If yes, explain in detail.)

☐ Yes ☑ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

☐ Yes ☑ No

12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)

☐ Yes ☑ No

[redacted]

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.

Authorized Signature	Title	Date
Aldo Afonso Metz	manager	09/13/2013

FIRSTBANK (800) 964-3444 PAGE 1

RAMON RODRIGUEZ
LILA B FERNANDEZ
MARIA Y BARRAGAN
6250 S VIVIAN ST
LITTLETON CO 80127-2391

ACCOUNT NUMBER.......... [redacted]
BEGINNING STATEMENT DATE..... 09-10-13
ENDING STATEMENT DATE....... 09-11-13
ENDING STATEMENT BALANCE 46,619.68

----------FREE CHECKING ACCOUNT - SAFEKEEPING NO MINIMUM --------

DATE	TRANSACTIONS	TRANSACTIONS	TRANSACTIONS	TRANSACTIONS	DLY BALANCE
9-11	2032 400.00-				46,619.68

******************* CHECKS CONVERTED TO ELECTRONIC TRANSACTIONS *************

DATE	SERIAL	AMOUNT	DESCRIPTION
9-11	2032	400.00	UTLTYPYMNT DENVERWATER

*************************** TRANSACTION SUMMARY ******************************

1 DEBITS TOTALING 400.00 0 CREDITS TOTALING 0.00

************************** CURRENT ACCOUNT STATUS ****************************

CURRENT BALANCE.......... 46,619.68
MINIMUM BALANCE ON 09-11 46,619.68

*************************** EXPLANATION OF SYMBOLS ***************************

EFT - ELECTRONIC FUNDS TRANSFER

FIRSTBANK, KEN CARYL BRANCH
11767 W. KEN CARYL AVENUE
LITTLETON, COLORADO 80127

Instructions: Please print this document for your records.

COLORADO BUSINESS EXPRESS

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows:

Date: 09/12/2013 16:30

Name: Rancho La Playa LLC

Address: 3625 W. Bowles Ave #16
Littleton, CO 80123

Sales Tax Account Number: 29897658

Sales Tax Filing Frequency: $300/month or more (Monthly)

Wage Withholding Account Number: N/A

Wage Withholding Filing Frequency: N/A

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.

Secretary of State Registration

Q **Have you registered with the Secretary of State?**

A No

Q **Is your business:**

A General Partnership

Q **Does your organization have anyone performing services other than the partners/members, partners´/members´ spouses, and partners´/members´ children under the age of 21?**

A No

Q **Is your organization a religious organization?**

A No

Q **Is your business classified as: An agricultural employer, a household/domestic employer, 501(C)(3) employer, or other non-profit employer?**

A No

Q **Do you already have an unemployment account number for your business?**

A No

Q **Do you already have a Sales Tax number for your business?**

A No

Business Organization Information

Q	A
Business Name	Rancho La Playa LLC
Type of Organization	General Partnership
Contact Name	Lila Fernandez
Trade Name/DBA	3 Potrillos Mexican Rest.
Do you have an FEIN?	Yes
FEIN	46-3629963
Email	Inntours70@yahoo.com
Street Address 1	3625 W. Bowles Ave #16
City	Littleton
State	CO
Zip Code	80123
County	Arapahoe
Telephone	720-981-4760
Is your business within the city limits?	Yes
In Care Of	Lila Fernandez
Same as Street Address	true
Mailing Address 1	3625 W. Bowles Ave #16

Q	A
City	Littleton
State/Province	CO
Zip Code	80123
Country	USA
Country Code	001
Telephone	720-981-4760

Q	A
Street 1 2	3625 W. Bowles #16
City 2	Littleton
State/Province 2	CO
Zip Code 2	80123
Country 2	USA
Country Code 2	001
Telephone 2	303-518-0465

Products and Services

Q	A
Will you be providing:	Products and Taxable Services

Type of Products and Services

Q	A
NAIC	624210

Products and Services - Detail

Q **Please list SPECIFIC products or service (s) and EXPLAIN IN DETAIL. If more than one activity, make ONE a PREDOMINANT percent, (e.g. 51-49%).**
A family restaurant

Q **Do you sell pre-paid wireless?**
A No

Q **Do you sell tires?**
A No

Q **Do you sell medical marijuana?**
A No

Q **Is your business in a special taxing district?**
A No

Q **Do you do rentals for 30 days or less?**
A No

Seasonal Business

Q **Is this a seasonal business?**
A No

Sales Tax Filing Frequency

Q **First Day of Sales**
A 12/1/2013

Q **Please indicate which applies to you:**
A Retail - Sales

Q **Please indicate if sales tax collected is:**
A $300/month or more (Monthly)

E-Filed

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.

Colorado Secretary of State
Date and Time: 09/12/2013 01:22 PM
ID Number: 20131527612

Document number: 20131527612
Amount Paid: $50.00

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

Rancho La Playa "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", "l.l.c.", "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: 3625 W Bowles #16 *(Street number and name)*

Littleton *(City)* CO *(State)* 80123 *(ZIP/Postal Code)*

(Province – if applicable) United States *(Country)*

Mailing address (leave blank if same as street address): 6250 S. vivian st *(Street number and name or Post Office Box information)*

Littleton *(City)* CO *(State)* 80127 *(ZIP/Postal Code)*

(Province – if applicable) United States *(Country)*

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

Name (if an individual): Fernandez *(Last)* Lila *(First)* B *(Middle)* *(Suffix)*

or

(if an entity)

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

Street address: 3625 W. Bowles #16 *(Street number and name)*

Littleton *(City)* CO *(State)* 80123 *(ZIP Code)*

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

CO
(City) (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)	Fernandez	Lila	B	
	(Last)	*(First)*	*(Middle)*	*(Suffix)*

or

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

Mailing address 3625 W. Bowles
(Street number and name or Post Office Box information)

Littleton	CO	80123
(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

Fernandez	Lila	B	
(Last)	*(First)*	*(Middle)*	*(Suffix)*

6250 S. Vivian St

(Street number and name or Post Office Box information)

Littleton	CO	80127
(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.)

☐ 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).

OPERATING AGREEMENT OF RANCHO LA PLAYA, LLC

THIS OPERATING AGREEMENT (the "Agreement") of RANCHO LA PLAYA , L.L.C. (the "Company") is entered into on this 17 day of September, 2013, 2013, by and between Lila Fernandez and Ramon Rodriguez and shall be binding on additional or substitute member (individually, a "Member" and, collectively, the "Members, if more than one).

ARTICLE I
GENERALLY

Section I. Agreement

For and in consideration of the mutual covenants herein contain and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the members hereby agree to the terms and conditions of this agreement as it may from time to be amended according to its terms. It is the express intention of the members that the agreement shall be the sole source of agreement of the parties, and the agreement govern, even when the inconsistent with, or different than, that provisions of the Colorado Limited Liability Company Act ("The Act") or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the least degree possible in order to make the Agreement effective under the act. In the event that the act is subsequently amended or interpreted in such a way to make any provision of the Agreement that was formally invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 2. Name

The name of the company is RANCHO LA PLAYA, L.L.C and all business of the Company shall be conducted under the name to the extent permitted by applicable law unless operated under the fictitious name TRES POTRILLOS MEXICAN RESTAURANT AND TAQUERIA which shall be registered with the Office of the Secretary of State of the State of Colorado.

Section 3. Effective Date

The Agreement shall become effective upon the filing and acceptance of the Company's Articles of Organization with the Secretary of State of Colorado.

Section 4. Term

The term of this company shall be perpetual unless or until dissolved and its affairs sooner wound up in accord with the act and The Articles of Organization.

Section 5. Registered Agent and Office

The Registered Agent for the service of process and the registered office shall be that person and location reflected in the Articles of Organization as filed in the office of the Secretary of State. The Executive Committee may, from time to time, change the Registered Agent or office through appropriate filings with the Secretary of State. In the event the Registered Agent ceases to act as such for any reason or the registered office shall change, the Executive Committee shall promptly designate a replacement Registered Agent or file a notice of change of address as the case may be and otherwise comply with the Act in this regard.

Section 6. Company Property

All the rights, title, interests and properties of any nature whatsoever, tangible and intangible, owned or hereafter acquired or received by the Company are herein the "Property" and such Property is and shall be held in the name of the Company.

Section 7. Members'

A. Except as otherwise provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of, any other Member or the Company.

B. Initial Members. The initial members of the Company shall be Lila Fernandez and Ramon Rodriguez who execute this Agreement as of the day and year first above written. The percentage interest of the Company shall be divided as follows:

(1) Lila Fernandez	50%
(2) Ramon Rodriguez	50%

C. Additional Members. After the formation of the Company, any person acceptable to a majority of the members may become an additional member of the Company for such consideration as the members shall determine. No additional member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the company.

D. Meetings of Members; Place of Meetings: Regular meetings of the members shall be held on an annual basis in September of each year or more frequently as determined by the members. All meetings of the members shall be held at the principal offices of the Company as set forth in ARTICLE I, Section 8 hereof, or at such other place as shall be designated from time to time by the members and stated in the Notice of the meeting or in a duly executed waiver of the Notice thereof. Special meetings of the members may be held for any purpose or purposes, unless otherwise prohibited by law or by the Articles, and may be called by the members owning not less than twenty percent (20%) of the percentage interests. Members may participate in a meeting of the members by means of conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting.

E. Quorum; Voting Requirements: The presence, in person or by proxy, of at least fifty-one percent (51%) of the members of the Company shall constitute a quorum for the transaction of business by the members. The affirmative vote of a majority of a quorum of the members shall constitute a valid decision of the members, unless a lesser vote is required by the Act.

F. Proxies: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing signed by such member and bearing a date not more than one year prior to such meeting.

G. Action Without Meeting: Any action required or permitted to be taken at any meeting of members of the Company may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken is signed by a majority of a quorum of the members entitled to vote with respect to such matter.

H. Notice: Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called shall be sent not less than seven (7) days nor more than 60 days before the date of the meeting, either personally, by mail or by fax, by or at the direction of the persons calling the meeting, to each member entitled to vote at such meeting.

I. Waiver of Notice: When any Notice is required to be given to any member hereunder, a Waiver thereof in writing signed by the member, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section 8. Principle Place of Business

The principal place of business of the Company shall be 3625 W. Bowles Ave 16, Littleton, Colorado 80123, or such other place or places as the Member shall designate in writing.

ARTICLE II
MANAGEMENT

Section 1. Managers and Executive Committee

(a) There shall be at all times two (2) "Managers" of the company and the Managers shall constitute the Executive Committee of the Company. The Executive Committee shall be elected by the Members and a Chairman appointed by the Managers. The members hereto do by unanimous vote and consent elect as the initial managers the following, to-wit:

Lila Fernandez, Manager

Ramon Rodriguez, Manager

The above two managers shall constitute the Executive Committee of the Company and serve until September 2016. The executive Committee does here by appoint as its Chairman, Lila Fernandez.

(b) An annual meeting shall be held during the month of September each year to elect Managers to serve on the Executive Committee for the annual period beginning October 1, 2013. Each Member who is entitled to vote shall cast a lone vote per candidate or as many votes in the aggregate as shall equal the member interested held by each Member multiplied by the number of Managers to be elected and cast the whole number of votes either in person or by proxy for one candidate or distribute them among two or more candidates.

(b) The Executive Committee shall be entitled, at the expense of the Company, to retain agents, employees, independent contractors and other individuals and entities (on terms and conditions determined by the Executive Committee) and to appoint Committees to make recommendations to the Executive Committee with respect to the property and the business and the affairs of the Company.

ARTICLE III
CAPITAL

Section l. Contributions to Capital

The capital contributions of the Members on the books of the Company shall bear no interest except as otherwise provided herein or required by the Act and shall reflect the fair market value of all property contributed by the Members as set out in Exhibit A hereto which shall be amended from time to time by the Executive Committee with respect to contributions by existing or future Members. The nature and extent of capital contributions shall be determined by th e Executive Committee.

Section 2. Capital Accounts

A separate capital account may be established for each Member and shall be maintained and adjusted, if necessary, in accordance with general tax accounting principles.

ARTICLE IV
ALLOCATIONS, ACCOUNTING, TAXES AND DISTRIBUTIONS

Section l. Allocations.

(a) For all purposes, except as otherwise expressly provided herein, all profits, gains, losses, income, deductions and credits shall be allocated to the Members opposite each of their names on the schedule set out in Exhibit B attached hereto. Such percentages are referred to in this Agreement as the "Member Interest".

(b) The Members acknowledge that for income tax purposes the Company's adjusted bases of certain properties differ from the fair market value of such properties at the time Members contributed such property to the Company. The Members further acknowledges that the principles of Section 704 of the Internal Revenue Code of 1986, as amended (the "Code") apply with respect to such property.

Section 2. Taxes

Any provision of this Agreement to the contrary notwithstanding, solely for federal and state income tax purposes, each of the Members hereby recognizes that the Company intends to be subject to all provisions of the Code relating to the taxation as a sole proprietorship or Sub-S corporation.

Section 3. Distributions

Within ninety (90) days after the close of each calendar year, or more frequently at the option of the Executive Committee, the Executive Committee shall distribute to the Members an amount such that no less than 80% of the net cash flow of the company, if any, for the preceding calendar year shall have been distributed to Members in accordance with Member Interest and in consideration of required capital account balances.

Section 4. Accounting

(a) The fiscal year of the Company shall be the calendar year.

(b) Books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company.

ARTICLE V
DISSOLUTION AND WINDING UP

Section l. Dissolution

The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute dissolution events;

1.1 The expiration of the Term, unless the business of the Company is continued with the consent of a majority in interest of the Members;

1.2 The unanimous written consent of all of the Members;

1.3 The withdrawal of any Member, unless the business of the Company is continued with the consent of a majority in interest of the Members within 90 days after such withdrawal.

Section 2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and articles of termination have been filed with the Secretary of State.

Section 3. Winding Up and Certificate of Dissolution

The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property has been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State which shall set forth the information required by the Act.

ARTICLE VI
RESTRICTIONS ON TRANSFER

Section 1. Restrictions on Transfer

No Member shall transfer all or any portion of his or her Member Interest or any rights therein without the unanimous consent of the Members. Any Transfer or attempted Transfer by any Member in violation of the preceding sentence shall be null and void and of no force or effect whatever. Each member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each Member hereby further agrees to hold the Company and each Member (and each Member's successors) wholly and completely harmless from any cost, liability or damage (including, without limitation, costs of enforcing this indemnity) incurred by any of such indemnified persons as a result of a Transfer or an attempted Transfer in violation of this Declaration.

Section 2. Transfer Defined

Transfer shall mean, for purposes of this Article VI, any actual or purported sale, pledge, hypothecation, assignment, gift, transfer, mortgage, conveyance or other disposition or encumbrance of any Member Interest.

ARTICLE VII
DISTRIBUTION ON LIQUIDATION

In the event of the sale or other disposition of all or substantially all of the Property or the dissolution and termination of the Company for any other reason, the Company shall be dissolved and liquidated and all of the Property shall be distributed as follows and in the following order of priority:

a. All of the Property, if any, other than cash, shall be sold or collected and turned into cash as expeditiously as possible.

b. All of the Company's debts, liabilities and obligations (excluding any loans or advances by the Members) shall be paid in full or reserves therefor shall be set aside.

c. All of the Company's debts, liabilities and obligations to the Members shall be paid, but if the amount available therefor shall be insufficient, then pro rata on account thereof.

d. Any amount remaining shall be distributed to the Members in accordance with their respective Member Interests.

ARTICLE VIII
GENERAL

Section l. Governing Law

This Agreement and the obligations of the Members and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Missouri.

Section 2. Entire Agreement

This Agreement contains the entire agreement between the parties hereto relative to the formation of the Company. No variations, modifications or changes herein or hereof shall be binding upon any Member unless set forth in a document duly executed by or on behalf of said Member.

Section 3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the applicability of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 4. Binding Agreement

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever in this instrument a reference to any party or Member is the heirs, executors, legal representatives, successors and assigns of such party or Member.

Section 5. Equitable Remedies

The rights and remedies of the Members hereunder shall not be mutually exclusive, i.e., the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Each of the Members confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and states that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof, it being the intention hereof to make clear the agreement of the Members that the respective rights and obligations of the Members hereunder shall be enforceable in equity as well as at law or otherwise.

Section 6. Counterparts

This Agreement may be executed in counterparts, all of which taken together shall constitute one instrument.

Section 7. No Partnership Intended for Nontax Purposes

The Members have formed the Company under the Missouri Limited Liability Company Act, and expressly do not intend hereby to form a partnership. The Members do not intend to be partners, one to another, or partners as to any third party. To the extent any Member, by work or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 8. Rights of Creditors and Third Parties Under Company Agreement

This Agreement is made by the Members for the exclusive benefit of the Members and their successors and permitted assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

Section 9. Amendment

This Agreement may only be amended by execution of a writing intended as such and signed by a majority in interest of the members.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first above written.

Lila Fernandez

Ramon Rodriguez

EXHIBIT A

MEMBER'S CAPITAL CONTRIBUTIONS

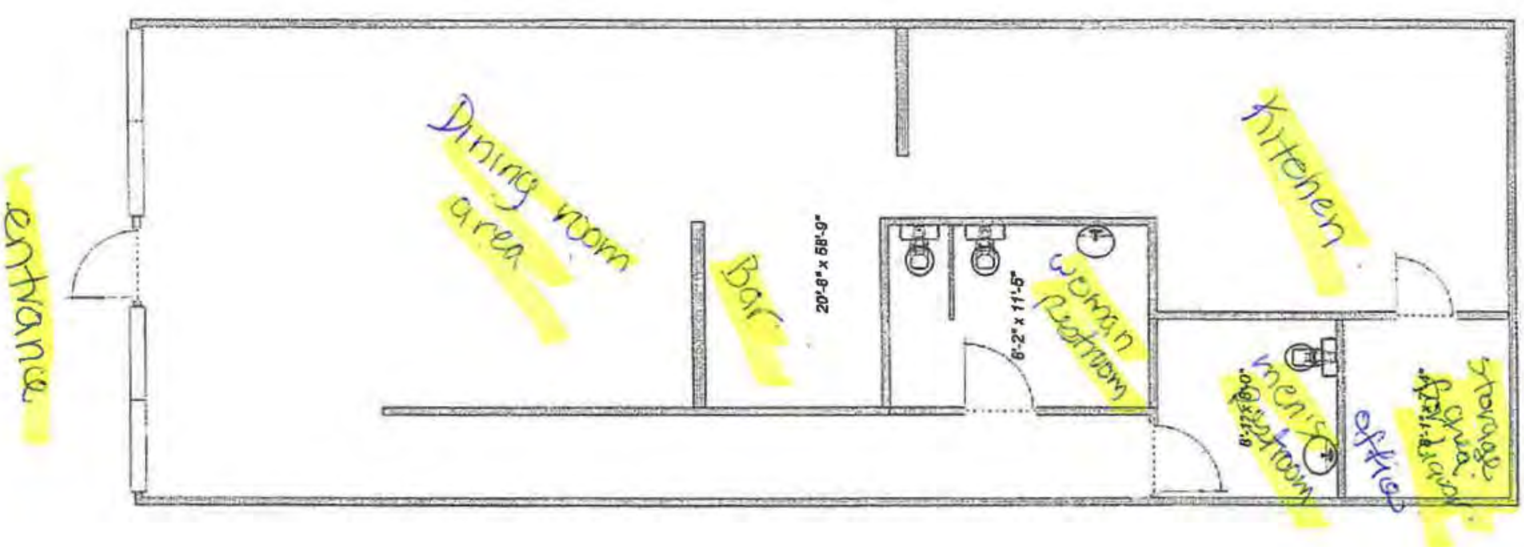
Member	Description of Property	Fair Market Value of Property	Date Property Received
Lila Fernandeaz	Cash	$500.00	
Ramon Rodriguez	Cash	$500.00	

EXHIBIT B

Percentages of Ownership for Purposes of Profits, Gains, Losses, Income Deductions and Credits to the Members are as Follows:

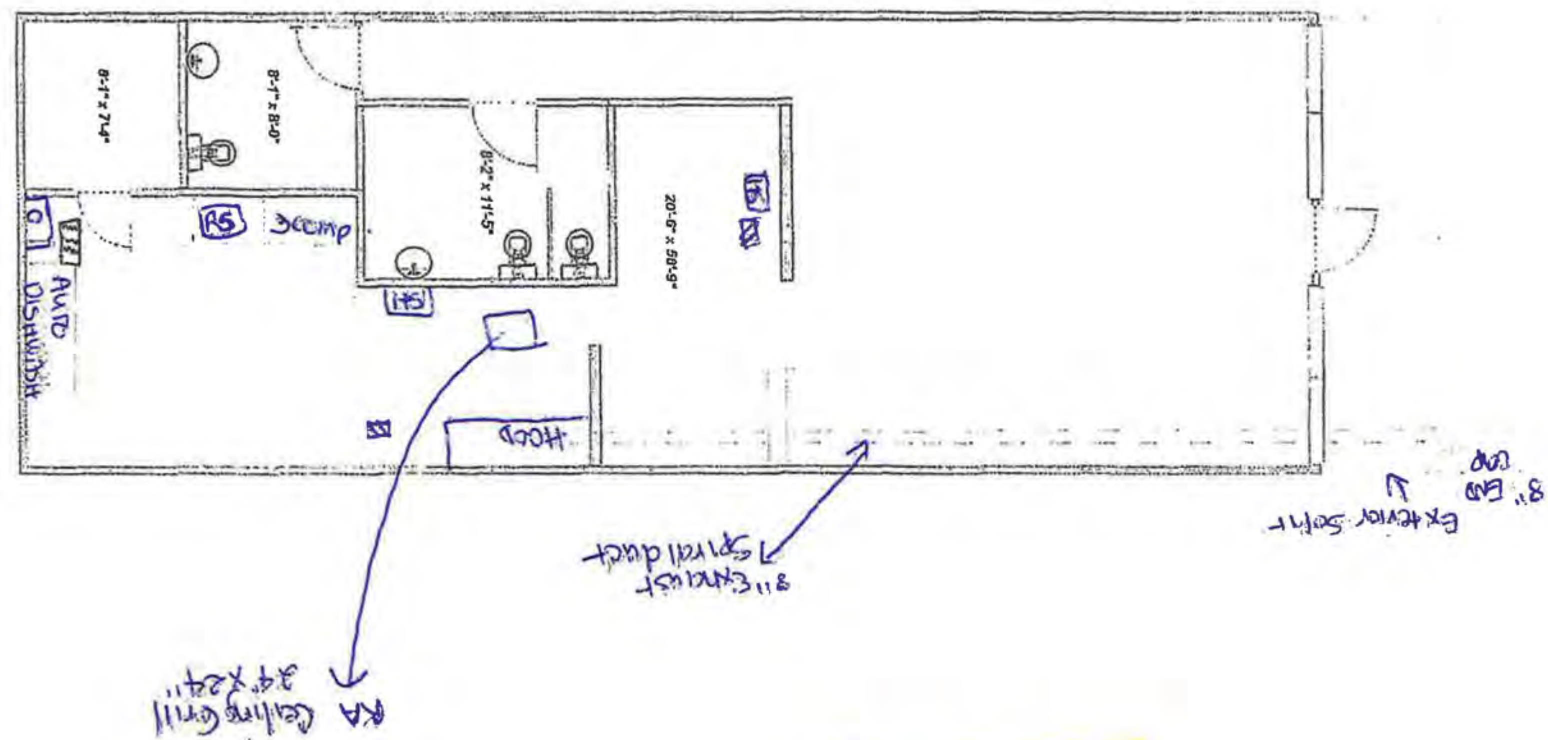
Lila Fernandez	50%
Ramon Rodriguez	50%

3625 W. Bowles #16, Littleton, CO 80123.



1/8" = 1'

1/8" = 1'



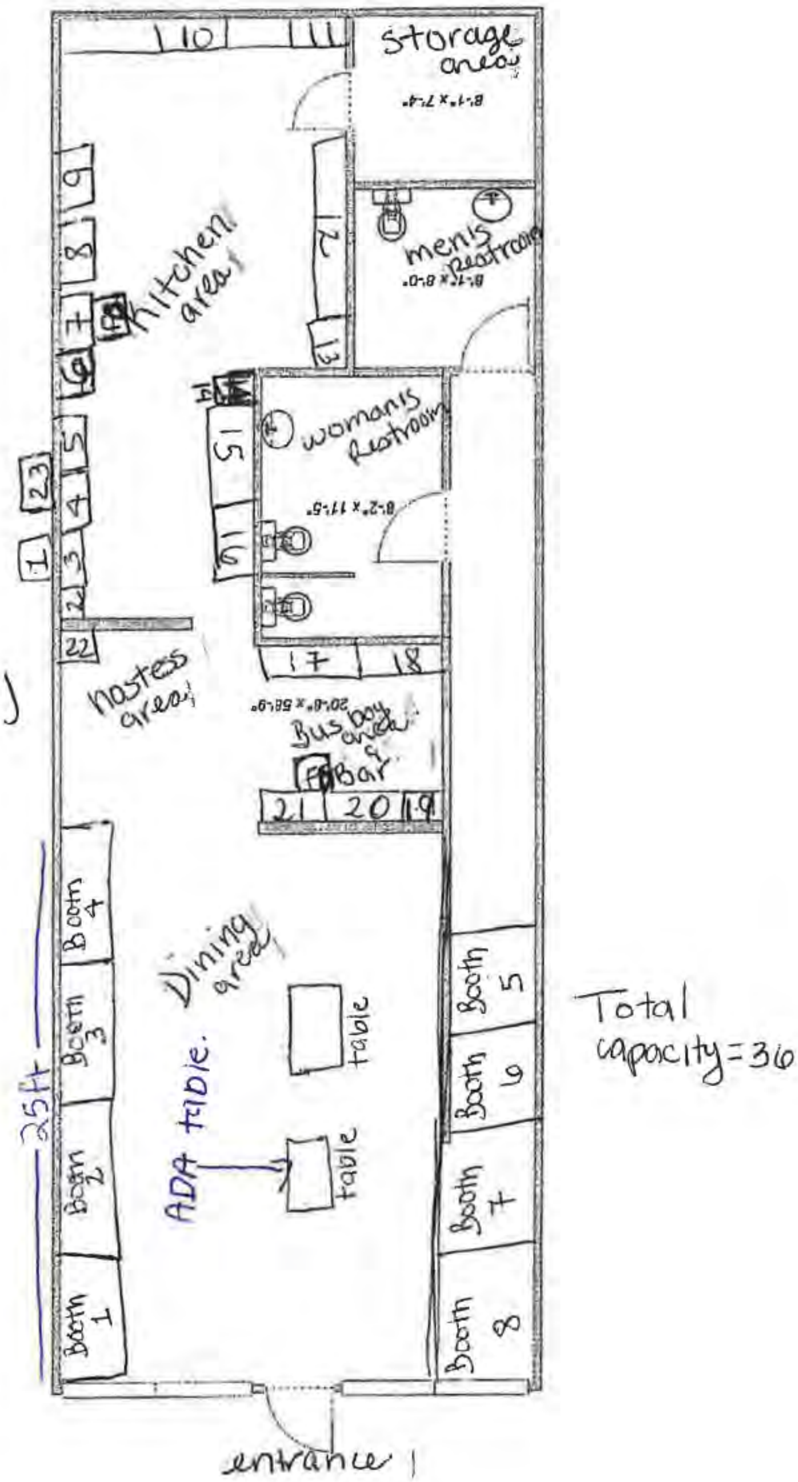
PLUMBING LEGEND
HS - HAND WASH SINK
▧ - FLOOR SINK
▣ - MOP SINK
3COM - 3 COMPARTMENT SINK
RS - RINSE SINK
▤ - grease interceptor (portable)

1. hood - 8 ft long (no fire suppression needed)
2. Griddle - 2ft x 2ft = 24"
3. Char broil - 2ft x 2ft = 24"
4. 4 pot burner - 2ft x 2ft = 24"
5. fryer - 18"
6. heated cabinet
7. ice machine
8. 2-door refrigerator
9. 2-door freezer
10. dishwasher (not installed) - no hood
11. mop area
12. 3 compartment sink -
13. 1 compartment sink (~~[illegible]~~)
14. hand sink
15. sandwich prep
16. steamtable
17. soda refrigerator
18. soda machine
19. bar sink
20. Servi-bar
21. Bun warmer
22. hot plate (tortilla warmer)
23. Salamander Broil 24" gas (cheese melter)

* Facility floor plan with equipment *

Attachment "A"

1/8" = 1'



SHOPPING CENTER LEASE

FOR

COLUMBINE VALLEY SHOPPING CENTER

between

COLUMBINE CENTER PARTNERS, LLC
("LANDLORD")

and

RANCHO LA PLAYA, LLC
D/B/A 3 POTRILLOS
("TENANT")

Dated: 9/11/13

INDEX TO SHOPPING CENTER LEASE

ARTICLE

EXHIBITS

SHOPPING CENTER LEASE

This lease (this "Lease") is entered into this 11 day of September, 2013, by and between Landlord and Tenant hereinafter named.

ARTICLE 1 – DEFINITIONS

1.1 Definitions and Certain Basic Provisions.

(a) Landlord: Columbine Center Partners, LLC

(b) Landlord's Mailing Address: Columbine Center Partners, LLC
c/o Western Centers, Inc.
10555 East Dartmouth Ave., #360
Aurora, CO 80014
Telephone No. (303) 306-1000
Fax No. (303) 306-1133

(c) Tenant: Rancho La Playa, LLC

(d) Tenant's Mailing/Notice Address: 3 Potrillos
3625 W. Bowles Ave., Unit 16
Littleton, CO 80123
Telephone No. ( )
Fax No. ( )

(e) Tenant's Trade Name(s): 3 Potrillos

(f) Tenant's Address in Shopping Center: 3625 W. Bowles Ave., Unit 16
Littleton, CO 80123

(g) Premises: Approximately 1,200 rentable square feet (computed from measurements to the exterior of outside walls of the building and to the center of interior walls), such premises being shown and outlined on the plan attached hereto as Exhibit A and being part of the Shopping Center situated upon the property described in Exhibit B attached hereto. "Shopping Center" shall refer to the property described in Exhibit B, together with such additions and other changes as Landlord may from time to time designate as included within the Shopping Center. Landlord shall have the right to verify the actual square feet in the Premises from time to time during the Lease Term and to adjust the Monthly Payment payable hereunder based upon the actual square feet in the Premises as determined by such measurement.

(h) Lease Term: 64 months.

(i) Commencement Date: September 09, 2013, or as extended pursuant to Section 3.3 below.

(j) Expiration Date: December 31, 2018, or as extended pursuant to Section 3.3 below.

(k) Minimum Guaranteed Rental:

TERM	RATE PER S.F.	MONTHLY BASE RENT	PERIOD BASE RENT
September 010, 2013 - January 09, 2014	\$0.00	\$0.00	\$0.00
January 010, 2014 - January 31, 2014	\$16.00	\$1,135.00	\$1,135.00
February 01, 2014 –December 31, 2014	\$16.00	\$1,600.00	\$17,600.00
January 01, 2015 - December 31, 2015	\$16.00	\$1,600.00	\$19,200.00
January 01, 2016 - December 31, 2016	\$16.00	\$1,600.00	\$19,200.00
January 01, 2017 - December 31, 2017	\$16.50	\$1,650.00	\$19,800.00

RB ABM
Tenant Landlord INITIALS:

January 01, 2018 - December 31, 2018	$17.00	$1,700.00	$20,400.00

(l) Percentage Rental: N/A% of Gross Sales (as defined in Section 4.3) in excess of $N/A per month.

(m) Initial Common Area Maintenance Charge, Insurance Escrow Payment and Tax Escrow Payment: $400.00 per month ($4.00/s.f./yr) commencing January 10, 2014. Payment for January 10, 2014 – January 31, 2014 shall be in the amount of $284.00

(n) Security Deposit: $2,000.00 due upon mutual execution of this Lease.

(o) Permitted Use: Quick service sit-down and take-out Mexican restaurant.

(p) Marketing Fund Amount: $None per year.

(q) Broker: Western Centers, Inc. and Carr & Company Realty

(r) Guarantor(s) (include spouse of individual Guarantor(s)): Lila Fernandez and Ramon Rodriguez.

1.2 Monthly Payment. Monthly Payment is defined to be the total sum of Tenant's monthly obligations for the payment of: (a) the Minimum Guaranteed Rental; (b) the Initial Common Area Maintenance Charge; (c) the Initial Insurance Escrow Payment; and (d) the Initial Tax Escrow Payment, as such sums may be adjusted herein.

1.3 Additional Rent. Any amounts which this Lease requires Tenant to pay in addition to the Monthly Payment.

1.4 Construction. Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

ARTICLE 2 – GRANTING CLAUSE

2.1 In consideration of the obligation of Tenant to pay rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Premises, TO HAVE AND TO HOLD the Premises for the Lease Term, all upon the terms and conditions set forth in this Lease.

ARTICLE 3 – CONSTRUCTION AND ACCEPTANCE OF THE PREMISES

3.1 As-Is Delivery. Notwithstanding Landlord's Work, as described in Exhibit C of this Lease Agreement, Tenant takes the Premises in their as-is condition as of the date Landlord delivers possession of the Premises to Tenant. Tenant acknowledges that Tenant is not relying upon any representations or warranties made by Landlord or Landlord's agents or employees as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose. Tenant acknowledges that neither Landlord nor its agents or employees has agreed to undertake any alterations or construct any tenant improvements to the Premises except as expressly provided in this Lease.

3.2 Tenant's Investigation. Tenant hereby represents and warrants to Landlord that Tenant has made its own investigation and examination of all the relevant data relating to or affecting the Premises and is relying solely on its own judgment in entering into this Lease; specifically, and without limitation, Tenant represents and warrants to Landlord that Tenant has had an opportunity to measure the actual dimensions of the Premises and Shopping Center and agrees to the square footage figures set forth herein for all purposes of this Lease (except in the event of a condemnation or casualty that decreases the size of the Premises and/or Shopping Center as more fully provided elsewhere in this Lease). LANDLORD MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE CONDITION OF THE PREMISES, THE SHOPPING CENTER, OR THE LAND, THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY,

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SUITABILITY, OR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION, OR DURABILITY, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN THE SHOPPING CENTER OR THE PREMISES. ALL RISKS INCIDENT TO THOSE MATTERS WILL BE BORNE BY TENANT. LANDLORD WILL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PREMISES OR ANY PORTION OF THE PREMISES OR A PORTION OF THE SHOPPING CENTER, WHETHER PATENT OR LATENT. THE PROVISIONS OF THIS SECTION 3.2 ARE A PRINCIPAL INCENTIVE FOR LANDLORD TO ENTER INTO THIS LEASE AND HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR ANY PORTION OF THE PREMISES, WHETHER ARISING UNDER APPLICABLE LAW NOW IN EFFECT OR IN EFFECT AFTER THE DATE OF THIS LEASE. TENANT ACKNOWLEDGES AND REPRESENTS THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE AND ACCEPTS THE PREMISES IN ITS PHYSICAL CONDITION ON THE POSSESSION DATE.

3.3 Failure to Deliver Possession. If for any reason, Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage. Notwithstanding anything herein to the contrary, if Landlord has not delivered possession of the Premises on or before the date (the "Drop-Dead Date") that is 120 days after the Commencement Date, then this Lease shall automatically terminate as of the Drop-Dead Date and thereafter the parties shall have no further rights or obligations to each other, except that Landlord shall return all funds deposited hereunder by Tenant within five business days after the Drop-Dead Date. If Landlord's failure to deliver possession of the Premises on or before the Drop-Dead Date is due in whole or in part to circumstances of force majeure as defined herein, then the Drop-Dead Date shall be extended for an additional two months.

3.4 Early Entry. Tenant shall be permitted entry onto the Premises from and after Landlord delivers possession of the Premises to Tenant, but prior to the Commencement Date, for the purpose of installing Tenant's fixtures and for any other purpose permitted by Landlord. Such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of the Monthly Payment and CAM Charges, which will commence on the Commencement Date. All rights of Tenant under this section will be subject to the requirements of all applicable building codes, zoning requirements, and federal, state, and local laws, rules, and regulations.

ARTICLE 4 – MONTHLY PAYMENT

4.1 Rent. The Monthly Payment shall accrue hereunder with respect to the Premises from the Commencement Date and shall be payable to Landlord at Landlord's Mailing Address without demand and without setoff or deductions, for any reason whatsoever, except as herein provided.

4.2 Payment. Tenant shall pay to Landlord the Minimum Guaranteed Rental in monthly installments in the amount specified in Section 1.1 above. The first such monthly installment shall be due and payable upon execution of this Lease, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided, that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as the Minimum Guaranteed Rental for the balance of such calendar month a sum equal to that proportion of the Minimum Guaranteed Rental due for the first full calendar month, multiplied by a fraction the numerator of which is the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall and denominator which is the total number of days in such month.

4.3 Sales Reports and Records.

(a) ~~On or before the 25th day of each calendar month during the term of this Lease, Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales made during the preceding calendar month. In addition, within 60 days~~

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~~after the expiration of each calendar year and within 60 days after termination of this Lease, if this Lease should not terminate at the end of a calendar year, Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales during the preceding calendar year (or partial calendar year), certified to be correct by an independent certified public accountant, Tenant shall furnish similar statements for its licensees, concessionaires and subtenant, if any. All such statements shall be in such form as Landlord may require. If any such certified statement discloses error in the calculation of the Percentage Rental for any period, appropriate adjustment of the Percentage Rental shall be made, subject, however, to Landlord's rights under subsection (c) below.~~

(b) ~~Tenant shall keep in the Premises or at some other location in the city in which the Premises are located, approved in writing by Landlord, a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Premises, and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records. All such books and records shall be retained and preserved for at least 36 months after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times.~~

(c) ~~In the event Landlord is not satisfied with any monthly statement or certified annual statement of Gross Sales submitted by Tenant, Landlord shall have the right to have its auditors make a special audit of all books and records, wherever located, pertaining to sales made in or from the Premises during the period in question. If such statements are found to be incorrect to an extent of more than 2% over the figures submitted by Tenant, Tenant shall pay for such audit, Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit.~~

ARTICLE 5 – COMMON AREA

5.1 Common Area. The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including among other facilities, parking areas, sidewalks, roofs, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, as well as all other areas and improvements of the Shopping Center not leased or intended to be leased to other tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its sole discretion, shall determine; provided, however, that the management, control, maintenance and operation of the Shopping Center shall be consistent with the standards observed by comparable retail centers in the Denver metropolitan area from time to time. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as well as the location, dimensions, identity and type of any building shown on Exhibit A, and to acquire other outlots or buildings, construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center, and to include the same as part of the Shopping Center or the Common Area, or both, as the case may be. Landlord may also eliminate buildings from the plan shown on Exhibit A provided that such activities do not materially interfere with access to the Premises by Tenant's employees and visitors.

5.2 Use of Common Areas: Parking.

(a) Tenant shall have the right, nonexclusive and in common with others, to use the Common Areas for the purposes for which the same were designed and to use the exterior paved driveways and walkways of the land for vehicular and pedestrian access to the Shopping Center. Tenant shall also have the right, non-exclusive and in common with other tenants of the Shopping Center and Landlord, to use the designated free parking areas of the land, if any, for the parking of automobiles and other vehicles of Tenant and its employees and business visitors; provided, that Landlord shall have the right to restrict or limit Tenant's utilization of such parking areas in the event the same become overburdened and in such case to allocate on a proportionate basis or assign parking spaces among Tenant and the other tenants of the Shopping Center. Landlord shall have the right to establish reasonable regulations, applicable to all tenants, governing the use of or access to any interior or exterior Common Areas.

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(b) Tenant covenants that under no circumstances shall Tenant allow freight, merchandise, supplies, vehicles, construction materials, trade fixtures or other goods delivered to or from the Premises to be stored on, accumulate on, or obstruct the entrances of the Shopping Center or the roads, trash bay, sidewalks, driveways or parking areas within the Shopping Center. A violation or violations of this sub-paragraph shall constitute a material breach of this Lease.

(c) Tenant shall not perform or permit work to be done on any Common Areas, including but not limited to, the roads, sidewalks, driveways, parking areas, landscaped areas or any other exterior areas within the Shopping Center. As used herein "work" includes, but is not limited to, assembly, construction, mechanical work, painting, drying, layout, cleaning or repair of goods or materials.

5.3 <u>CAM Charges.</u>

(a) Tenant agrees to pay as an additional charge each month its Proportionate Share of the cost of operation and maintenance of the Common Area (including, but not limited to, those incurred for lighting, water, sewage, painting, cleaning, decorating, managing, policing, inspecting, landscaping, repairing, replacing (including escrowing monies for replacement of roofs and parking lots, guarding and protecting) which may be incurred by Landlord in its discretion as well as its Proportionate Share of Landlord's other costs to repair, maintain, operate and manage the Shopping Center (collectively "Common Area Maintenance Charges" or "CAM"); provided, however, that the cost of any item that is properly classified as a capital expense under generally accepted accounting principles will be amortized over the useful life of such item (as determined by Landlord) and the annual amortized amount will be included in CAM. During the Lease Term, Tenant shall pay to Landlord on the first day of each month concurrently with the monthly Minimum Guaranteed Rental and for every month thereafter, $1/12^{th}$ of the amount of such CAM estimated by Landlord, as adjusted from time to time, in advance, acting reasonably, to be due from Tenant. Within a reasonable time after the close of each calendar year, Landlord shall give Tenant a statement (the "Statement") of the year's CAM and the total amount of the CAM which is Tenant's obligation, based on Tenant's Proportionate Share, as determined from time to time by Landlord. If such year's CAM is different than the estimated amount paid by Tenant, Tenant shall pay Landlord or Landlord shall credit Tenant, as applicable, within 30 days of the date of the Statement, Tenant's Proportionate Share which has either (1) not been paid by Tenant or (2) been overpaid by Tenant pursuant to the estimate. The estimate for Tenant's Proportionate Share of CAM as of the Commencement Date is Initial Common Area Maintenance Charge. This amount shall be paid monthly until such time as Landlord, in writing, reasonably adjusts the estimated CAM pursuant to the first sentence of this paragraph. Notwithstanding anything to the contrary contained in this Lease, Landlord's failure to provide a reconciliation of CAM shall in no way release Tenant from its obligation to pay its Proportionate Share of CAM, or constitute a waiver of Landlord's right to assess and collect for CAM from Tenant in accordance with this section.

5.4 <u>Proportionate Share</u>. For purposes of calculating CAM, Tenant's Proportionate Share shall be the percentage equal to a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the rentable area of the Shopping Center. For purposes of this section, the square footage of the rentable area of the Shopping Center shall exclude, at Landlord's option, any floor area in the Shopping Center which is leased to anchor tenants or is not owned by Landlord. Said percentage shall hereinafter be referred to as Tenant's "Proportionate Share." Tenant's Proportionate Share may be adjusted from time to time as the square footage of the rentable area of the Premises or of the Shopping Center changes, for whatever reason. Notwithstanding the foregoing, if any tenant or occupant of the Shopping Center pays the cost of any service or item which is included in Ancillary Rents directly, then the cost of the same shall be deducted from the Ancillary Rents total cost before computing Tenant's proportionate share.

5.5 <u>Audit</u>. Tenant shall have the right, at Tenant's sole cost and expense, for a period of 60 days following receipt of the Statement, to audit the Landlord's records of CAM, provided, that all the following criteria are met: (a) before conducting any audit, Tenant must pay the full amount of any CAM due, and must not be in default of any other provisions of this Lease; (b) in conducting the audit, Tenant must utilize an independent certified public accountant ("CPA")

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experienced in auditing shopping center records, which CPA will be subject to Landlord's reasonable prior approval; (c) the audit shall be conducted at Landlord's main offices or such other site as Landlord may determine; (d) upon receipt thereof, Tenant will deliver to Landlord a copy of the audit report and all accompanying data; (e) Tenant will keep confidential all agreements involving the rights provided in this section and the results of any audit conducted hereunder, and shall cause the CPA conducting said audit to keep information confidential; (f) Tenant shall not conduct an audit more often than once each calendar year; and (g) Tenant's audit rights shall not cover a period of time in excess of the one calendar year immediately preceding the audit. Tenant's failure to conduct an audit within 60 days after receipt of the Statement shall be deemed conclusive that Landlord's assessments of CAM are correct.

5.6 Exclusions. Notwithstanding the foregoing, CAM shall not, however, include (a) interest and amortization on mortgages and other debt costs; (b) improvements, repairs or alterations to spaces leased to other tenants; (c) the cost of providing any service directly to and paid directly by, any tenant; (d) costs of items to the extent Landlord receives reimbursement from insurance proceeds; (e) any duplicative charges or expenses; or (f) legal fees incurred in leasing or in disputes with other tenants.

ARTICLE 6 – USE AND CARE OF THE PREMISES

6.1 Trade Name. The Premises may be used only for the Permitted Use, and for no other purpose. Notwithstanding the foregoing, Tenant shall not be entitled to use the Premises for any uses listed on Exhibit F, attached hereto. Tenant shall use in the transaction of business in the Premises the Trade Name specified in Section 1.1 above and no other trade name without the prior written consent of Landlord. Tenant shall not at any time leave the Premises vacant, but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises are leased. Tenant shall operate its business with a complete line of full selection and sufficient stock of first class merchandise of current style and type, with attractive displays and in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) established by Landlord from time to time as store hours for the Shopping Center, and during any other days and hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation. Tenant shall maintain an adequate number of capable employees and sufficient inventory to run its business in a first-class manner. Tenant's local advertising shall refer to the business conducted at the Premises and shall mention the address of the Premises. Tenant acknowledges that the identity of Tenant, the specific character of Tenant's business, the anticipated use of the Premises and the relationship between such use and other uses within the Shopping Center have been material considerations to Landlord's entry into this Lease. Any material change in the character of Tenant's business or use without the prior written consent of Landlord shall constitute an Event of Default under this Lease.

6.2 Increased Premiums. Tenant shall not keep anything within the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or other part of the Shopping Center. Upon demand, Tenant shall pay as Additional Rent any increased premium cost due to Tenant's use or occupation of the Premises. All property kept stored or maintained within the Premises by Tenant shall be at Tenant's sole risk.

6.3 No Wholesale. Tenant shall not conduct within the Premises any fire, auction or bankruptcy sales or operate within the Premises a "Wholesale" or "factory outlet" store, a cooperative store, a "second-hand" store, a "surplus" store or a store commonly referred to as "discount house." Tenant shall not advertise that it sells products or services at a "discount," "cut-price," or "cut-rate" prices. Tenant shall not: (a) permit any objectionable or unpleasant odors to emanate from the Premises, (b) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the Shopping Center or in the Common Area, (c) place an antenna, awning or other projection on the exterior of the Premises, (d) solicit business or distribute leaflets or other

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advertising material in the Common Area, (e) or take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center, (f) unreasonably interfere with other tenant's use of their respective premises, or (g) do anything which would tend to injure the reputation of the Shopping Center.

6.4 No Waste.

(a) Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall keep the Premises and sidewalks, service ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, insects and pests at all times, and shall store all trash and garbage within the Premises, or within areas designated by Landlord. Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense. The size, design and color of any receptacles may be prescribed by Landlord. Receiving and delivery of goods and merchandise, and removal of garbage and trash, shall be made only in the manner and areas prescribed by Landlord. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its sole option, arrange for collection of all trash and garbage in the Shopping Center and should Landlord exercise such election, Tenant's Proportionate Share of the cost thereof will be part of the CAM. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

(b) Notwithstanding anything to the contrary contained in this Lease, Tenant agrees to comply at all times with all applicable laws regarding Tenant's use and disposal of needles, medical and biological waste and any other Hazardous Substances. Tenant agrees to enter into and maintain a separate contract with a waste hauler or transporter reasonably acceptable to Landlord for all needles, medical and biological waste and any other Hazardous Substances generated by Tenant at the Shopping Center and to be solely responsible for the costs associated with the disposal of such wastes from the Shopping Center. Tenant shall deliver copies of all such contracts to Landlord.

(c) Tenant shall store and dispose of any substance or material that may be deemed to be medical or biological waste in accordance with all applicable laws, and Landlord's Rules and Regulations. All medical and biological waste shall be labeled as such and stored in a single holding area mutually and reasonably agreed upon by Landlord and Tenant. Tenant shall, at its sole cost and expense, have all medical or biological waste removed and disposed of by a licensed disposal company. Upon Landlord's request, Tenant shall give Landlord a written certification regarding its medical waste removal contract, including the identity of the contractor and the methods of storage, treatment, and disposal.

6.5 Displays. Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all exterior electric signs in front of the Premises lighted from dusk until 10:00 P.M. every day, including Sundays and holidays.

6.6 Compliance with Laws. Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises and otherwise comply with all applicable laws, ordinances and governmental regulations concerning the use and operation of the Premises; provided, that such compliance does not require alteration of the Premises, except where such alteration is dictated by the applicable authority as a result of Tenant's particular use of the Premises.

6.7 Relocation of the Premises. Landlord reserves the right to relocate Tenant to another location in the Shopping Center (herein referred to as the "New Premises") provided: (a) Landlord gives Tenant at least 60 days' prior written notice; (b) Landlord pays the actual and direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to the New Premises; (c) the New Premises are similar to the Premises in size; and (d) Landlord and Tenant shall execute an amendment to this Lease confirming the change within 30 days after either party shall request same. The Minimum Guaranteed Rental and Tenant's Proportionate Share shall be adjusted based on the square footage of the New Premises.

ARTICLE 7 – MAINTENANCE AND REPAIR OF THE PREMISES

7.1 Landlord's Obligation. Subject to reimbursement by Tenant pursuant to Article 5 hereof, Landlord shall keep, or cause to be kept, the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware) and the roof of the Premises in good repair, except for damage due to the negligent, acts or omissions of Tenant, its agents, employees, subtenants, licensees, invitees and concessionaires, which repairs shall be made by Tenant, at Tenant's sole expense. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord, and Landlord shall commence required repairs as soon as reasonably practicable. This section shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which event the obligations of Landlord shall be controlled by Article 14 and 15. Except as otherwise provided in this section, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Area of which Tenant has knowledge. Landlord's costs and expenses to comply with this section may be included in CAM. Notwithstanding anything to the contrary contained herein, Landlord's obligation hereunder is limited to repairs specified in this Section 7.1 only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.

7.2 Tenant's Obligations.

(a) Tenant, at its sole cost and expense, shall at all times keep the Premises (including all entrances and vestibules) and all partitions, windows and window frames and moldings, signs, glass, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, electrical, plumbing, heating, ventilating and air conditioning fixtures and systems (the "HVAC") servicing the Premises exclusively and any other mechanical equipment and appurtenances serving the Premises exclusively), and all other parts of the Premises not required herein to be maintained by Landlord, in good order, condition and repair, clean (including redecorating), orderly, sanitary and safe, damage by ordinary wear and tear and unavoidable casualty excepted (including, but not limited to, doing such things, at Tenant's sole cost and expense, as are necessary to cause the Premises to comply with the applicable laws, ordinances, rules, regulations, directions, requirements and orders of governmental and public bodies and agencies which are now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises, such as, but not limited to, OSHA and ADA). Tenant shall furnish, maintain and replace all electric light bulbs, ballasts, tubes and tube casings.

(b) Receiving and delivery of goods and merchandise, and removal of garbage and trash, shall be made only in the manner and areas prescribed by Landlord. All of Tenant's refuse and other waste materials shall be segregated by category of waste in accordance with such regulations as Landlord may from time to time adopt. Notwithstanding anything to the contrary contained in this Lease, Landlord may, at its sole option, arrange for collection of all trash and garbage in the Shopping Center and should Landlord exercise such election, Tenant's Proportionate Share of the cost thereof will be part of the CAM. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center. Tenant shall, at its sole cost and expense, provide its own janitorial service.

(c) Tenant shall maintain in a clean condition its signs, metal work, doors and the interior and exterior of all windows in the Premises. In the event Landlord determines that windows for which Tenant is responsible are not being so maintained, it shall have the right to clean the same or cause the same to be cleaned at Tenant's expense. Tenant, shall be responsible for the maintenance, repair and restoration (including replacement, if necessary) of any windows or other glass surfaces within the Premises.

(d) Tenant shall be responsible for the cleaning and maintenance of any grease trap serving the Premises and shall enter into, and furnish Landlord a copy of upon request, a grease trap cleaning contract reasonably acceptable to Landlord. Any grease-hood ventilation equipment in the Premises shall include fire protection devices approved by Landlord and a fine prefilter and activated charcoal filters or their equivalent. All kitchen ventilating

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equipment shall be so operated and maintained as to prevent the emission of odors and smoke from the Premises, and if the exhaust requirements of Tenant's use exceed the capacity of the kitchen ventilating equipment, Tenant shall install and use an electrostatic precipitator or comparable state of the art equipment to achieve the requisite standard of emission control, as determined by Landlord, so that no such emissions shall enter into the Shopping Center's air conditioning system or be discharged into any other vents or flues of the Shopping Center or annoy any of the tenants of the Shopping Center or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval. The discharge of any fumes, vapors and odors, which by law or by rule or regulation of any department or agency having jurisdiction must be discharged into a separate stack or flue, will not be permitted unless Tenant, at Tenant's sole expense, shall provide for such discharge in a proper manner to the outside air if legally permissible and if not legally permissible, then in some other lawful manner. Tenant shall not discharge or permit to be discharged any acids, vapors or other materials into the wastelines, vents or exterior surfaces of the Shopping Center which will damage them. The discharge of fumes, vapors and odors will only be permitted on the Shopping Center exterior at Shopping Center mechanical room floors and only at such locations on these floors where space and ventilation capacity is available without contaminating the intake or other mechanical systems. If Landlord so elects, Tenant shall enter into maintenance and service contracts for the filter and exhaust elements of the heat, ventilating and air conditioning equipment with maintenance and service companies approved by Landlord, and Tenant shall not terminate or amend the contracts without Landlord's prior approval, which approval shall not be unreasonably withheld.

(e) Tenant shall install and maintain an impervious membrane in the floor areas of the kitchen, dishwashing, bar and restroom areas in the Premises and shall otherwise take such action and conduct its operations in such a manner that no liquid seeps from the Premises to the space of any other tenant or to any other portion of the Shopping Center. Tenant shall cause to be maintained, at its expense and in good operating condition and repair, all grease traps and other equipment installed in the Premises for kitchen waste disposal. If Landlord determines in its reasonable judgment that such equipment is not being so maintained, Tenant shall retain the services of Landlord or a maintenance company retained by Landlord to perform such maintenance and Tenant shall reimburse Landlord for the cost thereof upon demand.

7.3 Maintenance Contracts. Landlord has entered into a mechanical system inspection contract with a reputable service company, and Tenant shall pay its Proportionate Share of the costs of said service contract. Tenant shall pay its Proportionate Share of all costs of any replacements or repairs resulting from determinations made by the inspection service.

Notwithstanding the foregoing, Landlord may, in its sole discretion, require Tenant to enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing the HVAC and equipment within the Premises. The maintenance contractor must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective within 30 days of notification from Landlord that the HVAC contract shall be Tenant's responsibility. A copy of the contract is to be delivered to Landlord within the 30-day period. Should Tenant fail to enact such maintenance contract, Landlord may do so in Tenant's behalf, and Tenant shall pay Landlord upon demand such associated costs plus fifteen percent (15%) plus interest at the maximum allowable rate. Within the thirty (30) day period preceding moveout by Tenant, Tenant shall have the systems and equipment checked and serviced to ensure proper functioning and shall furnish Landlord satisfactory proof thereof upon request.

7.4 Landlord's Repair Rights. If Tenant refuses or neglects to make repairs or to maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of, and for the account of, Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefore, with a 15% administration charge added to the total.

7.5 End of Term. At the end of this Lease, or upon Landlord's exercise of its right, upon an event of default, to repossess the Premises without terminating this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted, and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Upon moveout by Tenant, should the Premises require any repairs which are the responsibility of Tenant hereunder, Landlord shall have the right to make such repairs at Tenant's sole cost. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant pursuant to Article 8, whether or not such trade fixtures or equipment are fastened to the Premises, so long as such removal is done in accordance with plans approved by Landlord. Notwithstanding the foregoing, Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Premises, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Premises. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord has requested in accordance with Article 8 and in accordance with plans approved by Landlord. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements on the Premises after the end of the Lease Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them or to pay any proceeds to Tenant for such items. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to, the cost of repairing any damage to the Shopping Center or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

ARTICLE 8 – ALTERATIONS

8.1 Alterations. Tenant will not make or allow to be made any alterations, additions or improvements (collectively "Alterations") in or to the Premises without the prior written consent of Landlord. Alterations to the Premises shall be done by Landlord or by contractors approved in writing by Landlord, at Tenant's sole cost and expense. If Landlord approves Tenant's proposed Alterations and agrees to permit Tenant's contractor to do the work, Tenant's contractor must first furnish to Landlord insurance coverage against such risks and in such amounts as Landlord may reasonably require, including, but not limited to, Workman's Compensation Insurance (as required under the Workman's Compensation Act of Colorado), issued by such companies as Landlord may approve. All Alterations permitted by Landlord must conform to all requirements of all governmental entities having jurisdiction. Tenant's contractor shall obtain all applicable building and occupancy permits required by law. Landlord shall have the right, at Tenant's expense, to have Tenant's contractor's work inspected by architects and engineers. At any time Tenant either desires to, or is required to, make repairs or Alterations in accordance with this Lease, Landlord may, in addition to its other options, require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond (or such other applicable bond as reasonably determined by Landlord) in an amount equal to one and one-half times the estimated cost of such improvements to insure Landlord against risk and liability, including but not limited to liability for mechanics and materialman's lien, and to insure the completion of the work. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability or damage resulting from such work. Tenant further agrees that plans and drawings for installation or revision of mechanical, electrical or plumbing systems shall be designed by an engineer approved by Landlord, and bear an engineer's seal, such design work to be done at Tenant's expense. Notwithstanding anything to the contrary contained herein, in no event shall Tenant be permitted to remove or alter any restrooms in the Premises.

8.2 Removal of Alterations. All Alterations (whether temporary or permanent in character and whether made with or without Landlord's consent) made in or upon the Premises, either by Landlord or Tenant, shall be Landlord's property upon installation and shall remain on the Premises without compensation to Tenant unless Landlord shall, by written notice within 30 days after the expiration or termination of this Lease, elect to have the Alterations removed. If Landlord elects to have the Alterations removed and Tenant fails to remove the same and restore the Premises to the condition that existed prior to the installation of the Alterations, then Landlord may cause same to be removed and the Premises restored at Tenant's expense, and Tenant agrees to reimburse Landlord, on demand, for the cost of such removal and restoration,

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together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

8.3 Removal of Fixtures. Upon the expiration or other termination of this Lease, Tenant will remove all furniture, movable trade fixtures and personal property (collectively "Fixtures") of Tenant. If Tenant fails to remove its Fixtures on or before the date of expiration or termination of this Lease, the Fixtures shall, at the option of Landlord, either become the property of Landlord, or be removed from the Premises and disposed of by Landlord, at Tenant's sole cost and expense.

8.4 Standard of Alterations. All Alterations, installations, removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the Premises or the Shopping Center, in compliance with all governmental requirements, and the requirements of any contract or deed of trust to which the Landlord may be a party, and in such manner as not to disturb other tenants in their use and occupancy of the Shopping Center.

8.5 Roof Alterations. Tenant agrees that all venting, opening, sealing, waterproofing of the roof made in connection with any Alterations requested by Tenant shall be performed by Landlord's roofing contractor, at Tenant's expense. Upon completion of any Alterations to the roof, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such Alterations approved by Landlord have been completed in accordance with the plans and specifications approved by Landlord.

ARTICLE 9 – LANDLORD'S RIGHT OF ACCESS; USE OF ROOF

9.1 Right of Access. Landlord, its agents, representatives and designees shall have the right to enter the Premises, at any time, to examine and inspect the same, or to make such repairs, additions or alterations as Landlord may deem necessary or proper for the safety, improvement or preservation thereof. Landlord shall also have the right to enter the Premises upon reasonable prior notice during Tenant's regular business hours, and to exhibit the same to prospective purchasers, mortgages, lessees and tenants. During the 180 days prior to the Expiration Date, Landlord may place upon the Premises "For Lease" or other similar signs which Tenant shall permit to remain thereon displayed.

9.2 Use of Roofs and Walls. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the exclusive right to use all or any part of the roof or exterior walls of the Premises for any purpose, including, but not limited to: (a) erecting signs or other structures on or over all or any part of the same; (b) erecting scaffolds and other aids to the construction, maintenance and installation of the same; and (c) installing, maintaining, using, repairing and replacing pipes, ducts, conduits, and wires and all other mechanical equipment leading through, to or from the Premises and serving other parts of the Shopping Center in locations which do not materially interfere with Tenant's use of the Premises. Use of the roof above the Premises is reserved for Landlord.

ARTICLE 10 – SIGNS; STORE FRONTS

10.1 Signage. Tenant shall not, without Landlord's prior written consent: (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises, excepting only dignified displays of customary type for its display windows. All signs, decorations and advertising media shall conform in all respects to the sign criteria established by Landlord, in its sole discretion, for the Shopping Center, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times. Landlord reserves the right to designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant. The signage criteria for the Shopping Center, as the same may be amended from time to time in Landlord's sole discretion, is set forth on Exhibit D attached hereto. If Tenant is in default hereunder and such default remains uncured for at least 30 days, Landlord shall have the right to erect on the Premises signs indicating that the Premises are available "for lease."

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10.2 Removal of Signage. Tenant agrees to have erected and installed fully operative signage prior to Tenant's opening for business. All signs shall be in accordance with Landlord's sign criteria. Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where Tenant's signs are attached.

ARTICLE 11 – UTILITIES

11.1 Procurement of Utilities. Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, electricity, natural gas, telephone service and sewerage service to the boundary of the Premises.

11.2 Utilities. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Premises and shall promptly pay any maintenance charges therefore. Tenant shall reimburse Landlord (as part of CAM) for its Proportionate Share of any utilities paid by Landlord which are allocable to Tenant but not directly metered to Tenant. Landlord reserves the right to directly meter Tenant's consumption of utilities. Landlord may, at its option, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the services from Landlord, and shall pay on demand as Additional Rent the rates established therefore by Landlord

11.3 Tenant's Costs. Whenever equipment or lighting is used in the Premises by Tenant and such equipment or lighting affects the temperature otherwise normally maintained by the design of the Shopping Center's air conditioning system, Landlord shall have the right, after prior written notice to Tenant, to install supplementary air conditioning facilities in the Premises or otherwise modify the ventilating and air conditioning system serving the Premises; and the cost of such facilities, modifications, and additional service will be paid by Tenant as Additional Rent. In the event that Tenant requires more power than is otherwise made available to the Premises pursuant to Section 11.1, Tenant shall pay for the cost of installing any risers, meters or other facilities that may be necessary to furnish or measure such excess power to the Premises.

11.4 Interruption of Services. Landlord shall not be in default under this Lease or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (a) the installation, use or interruption of use of any equipment in connection with the furnishing of any of such services, (b) failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident, strike or any other condition beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises or the Shopping Center, (c) the limitation, curtailment, rationing, or restrictions on use of water, electricity, gas, or any other form of energy serving the Premises or the Shopping Center. Landlord and Tenant shall each use reasonable efforts to remedy diligently any interruption in the furnishing of such services.

11.5 Interruption of Services. Landlord shall not be liable for any damages to Tenant resulting from any interruption or failure of utility services.

ARTICLE 12 – INDEMNITY, PUBLIC LIABILITY INSURANCE AND FIRE AND EXTENDED COVERAGE INSURANCE

12.1 Indemnification. Landlord shall not be liable to Tenant or to Tenant's employees, agents, visitors, customers, cosignees or invitees or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property: (a) occurring within the Common Area and caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of, any other person entering the Shopping Center under the express or implied invitation of Tenant; (b) arising out of the use of the Premises by Tenant and the conduct of its business therein; (c) arising out of any breach or default by Tenant in the performance of its obligations hereunder; or (d) resulting from any other cause within the Premises except Landlord's gross negligence. Tenant hereby agrees to indemnify and hold harmless Landlord, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, attorneys' fees) indemnify Landlord and hold it harmless from any loss, expense or claims arising out of any such damage or injury where such damage or injury

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was not caused by Landlord's gross negligence or willful neglect. If any action or proceeding is brought against Landlord, its employees or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel satisfactory to Landlord. As a material part of the consideration to Landlord for this Lease, Tenant hereby assumes all risk of damage to property or injury to persons in, upon and about the Premises from any cause and Tenant hereby waives all claims with respect thereto against Landlord.

12.2 Insurance.

(a) Tenant's Insurance. Tenant shall obtain and keep in effect throughout the Lease Term, at its sole cost and expense:

(i) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than $2,000,000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease;

(ii) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Shopping Center, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to a work letter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Article 14, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery and equipment, stock and any other personal property;

(iii) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limits required by the laws of the state in which the Shopping Center is located; and

(iv) If Tenant operates owned, hired or nonowned vehicles on the Shopping Center, comprehensive automobile liability will be carried at a limit of liability not less than $500,000 combined bodily injury and property damage.

Such insurance shall name Landlord, first mortgagee, the management company and Tenant, as insured, and if requested by Landlord shall also name as additional insureds any lessor, any other mortgagee and any property manager.

(b) Delivery of Policy. Prior to the Commencement Date, Tenant shall provide Landlord with original certificates or duplicate originals of the policy or policies of insurance referred to in subparagraph (a) with evidence that premiums have been paid in full for the respective policy periods. Tenant shall furnish to Landlord throughout the Lease Term, replacement certificates or renewal polices, together with evidence of like premium payment at least 10 days prior to the respective expiration dates of the then current policy or policies. In addition to the remedies set forth in this Lease, Landlord may, but shall not be obligated to, obtain on behalf of Tenant any insurance that Tenant is obligated, but fails, to obtain under this Lease, and recover from Tenant the cost thereof plus interest at the rate of 12% per annum from the date of payment by Landlord until repaid in full by Tenant.

(c) Insurance Rating. Any insurance required by Tenant hereunder shall be in companies rated "A" or better in "Bests Insurance Guide." If in the opinion of Landlord, the amount of liability insurance required hereunder or the coverage under such policy is not adequate, then Tenant shall reasonably increase said insurance coverage. Tenant's failure to comply with the requirements of this section relating to insurance shall constitute an event of default hereunder. In addition to the remedies provided in Article 18 of this Lease, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand as additional rental the premium cost thereof plus interest thereon at the rate equal to the

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lesser of the highest rate permitted by law or eighteen percent (18%) per annum from the date of payment by Landlord until repaid by Tenant.

12.3 Waiver of Subrogation. Landlord and Tenant each waives any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Shopping Center or the Premises or the contents of either.

12.4 Insurance Escrow Payment. Tenant agrees to pay its Proportionate Share of Landlord's cost of insurance as carried by Landlord from time to time with respect to the Shopping Center, including without limitation fire and extended coverage insurance and commercial general liability insurance in such amounts as Landlord deems necessary or desirable ("Insurance") on the Shopping Center. Insurance as stated herein may include, without limitation, liability insurance for personal injury, death and property damage, insurance against fire, flood, extended coverage, theft or other casualties, fidelity bonds for personnel, insurance against liability for assault and battery, and defamation and claims for false arrest. During the Lease Term, Tenant shall make a monthly escrow deposit ("Insurance Escrow Payment") with Landlord equal to 1/12th of its Proportionate Share of the insurance on the Shopping Center estimated to be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by it with Landlord under this section to pay the cost of such insurance. Each Insurance Escrow Payment shall be due and payable at the same time and manner of the payment as the Minimum Guaranteed Rental. The amount of the initial monthly Insurance Escrow Payment will be that amount set out in Section 1.1 above. The initial monthly Insurance Escrow Payment is based upon Tenant's Proportionate Share of the estimated insurance on the Shopping Center for the year in question, and the monthly Insurance Escrow Payment is subject to increase or decrease from time to time as determined by Landlord to reflect an accurate monthly escrow of Tenant's estimated Proportionate Share of the Insurance. The Insurance Escrow Payment account of Tenant shall be reconciled annually at the same time as the CAM is reconciled. If Tenant's total Insurance Escrow Payments are less than Tenant's actual Proportionate Share of the Insurance on the Shopping Center, Tenant shall pay to Landlord, within 30 days after receipt of written notice, the difference. If the total Insurance Escrow Payments of Tenant are more than Tenant's actual Proportionate Share of the Insurance on the Shopping Center, Landlord shall retain such excess and credit it to Tenant's Insurance Escrow Payment account. Tenant's Proportionate Share of the cost of Insurance on the Shopping Center shall be computed by multiplying the cost of Insurance by a fraction, the numerator of which shall be the gross rentable area in the Premises, and the denominator of which shall be the gross rentable area of all the buildings which comprise the Shopping Center. However, Landlord shall make appropriate adjustments of said denominator in the event more space in the Shopping Center is constructed during the applicable year. Notwithstanding anything to the contrary contained in the Lease, Landlord's failure to provide a reconciliation of Insurance as required by this section shall in no way release Tenant from its obligation to pay its Proportionate Share of Insurance, or constitute a waiver of Landlord's right to assess and collect for such Proportionate Share of Insurance from Tenant in accordance with this section.

ARTICLE 13 – NON-LIABILITY FOR CERTAIN DAMAGES

13.1 Waiver. Landlord, its agents and employees shall not be liable to Tenant, its employees, agents, invitees, licensees or visitors, or any other person or entity whomsoever for any injury to person or damage to property caused by: (a) an act or omission of Landlord, its agents or employees, or caused by the improvements located on the Premises or other portions of the Shopping Center becoming out of repair, (b) the failure or cessation of any service provided by Landlord (including security service and devices), (c) any defects in, or failure of, equipment, pipes or wiring, or broken glass, or (d) the backing up, or leaking of, drains, gas, water, steam, electricity or oil, into the Premises. Landlord shall not be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center, or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord. With respect to

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latent or patent defects in the Premises, Landlord's liability shall extend only to work performed by Landlord, if any, and shall not extend beyond one year from the Commencement Date, whether or not such defects are discovered within such one-year period. Tenant shall indemnify and hold Landlord harmless from any loss, cost, expense or claims arising out of any injury or damage referred to in this section for which Landlord is stated not to be liable.

13.2 Limitation on Recourse. Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers and partners and all of their officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

ARTICLE 14 – FIRE AND OTHER CASUALTY

14.1 Damage. Except as provided below, in case of damage to the Premises or other portions of the Shopping Center by fire or other insured casualty, Landlord shall repair the damage. Such repair work shall be commenced promptly following notice of the damage and completed with reasonable diligence, taking into account the time required for Landlord to effect a settlement with and procure insurance proceeds from the insurer, except for delays due to Force Majeure.

14.2 Restoration. If the damage is of a nature or extent that, in Landlord's reasonable judgment, the repair and restoration work would require more than 90 days to complete after commencement of work, assuming normal work crews not engaged in overtime, Landlord shall so notify Tenant within a reasonable time (but in no event more than 15 days) after such determination of Landlord's election to terminate this Lease. Further, if Landlord reasonably determines that the Shopping Center is damaged to such extent as to make repair thereof unfeasible or that the length of the Lease Term remaining after restoration would make restoration impractical (in either case, whether for economic or other reasons), Landlord shall have the right to terminate this Lease upon written notice to Tenant delivered within 30 days after the casualty.

14.3 Proceeds. If the insurance proceeds received or to be received by Landlord (excluding any rental interruption insurance proceeds) fall materially short of the funds required to pay for repairing the damage or are required to be applied on account of any Mortgage or Underlying Lease (as defined in Section 21.1), or if the nature of loss is not covered by Landlord's hazard insurance coverage, Landlord may elect either to (a) repair the damage as above provided notwithstanding such fact, or (b) terminate this Lease, by giving Tenant notice of termination within 30 days after Landlord's knowledge of the casualty and determination of availability or sufficiency of insurance proceeds. If Landlord elects to terminate this Lease, the termination date shall be the date specified on Landlord's notice, which termination date shall be not earlier than 15 days nor later than 30 days thereafter.

14.4 Tenant's Payment. All injury or damage to the Premises caused by Tenant or Tenant's customers, agents, employees, clients or invitees shall, to the extent not reimbursed by Landlord's casualty insurance, be repaired at Tenant's sole cost and expense. Additionally, all injury or damage to the Shopping Center caused by Tenant or Tenant's customers, agents, employees, clients or invitees entering the Shopping Center under the express or implied invitation of Tenant shall be repaired, at Tenant's sole cost and expense, to the extent not reimbursed by Landlord's casualty insurance. Tenant shall pay all amounts required herein to Landlord on demand, with interest thereon at 12% per annum from the due date until paid.

14.5 Limitations. Landlord shall not be obligated to repair any Alterations which Tenant may have installed (whether or not Tenant has the right or the obligation to remove the same or is required to leave the same on the Premises as of the expiration or earlier termination of this Lease) unless Tenant, in a manner satisfactory to Landlord, assures payment in full of all costs which may be incurred by Landlord in connection therewith. Landlord shall not be required to insure any Alterations to the Premises (other than building standard tenant improvements), or any fixtures, equipment or other property of Tenant. Tenant shall have the right, at its sole expense, to insure the value of its leasehold improvements, fixtures, equipment or other property located in the Premises, for the purpose of providing funds to Landlord to repair the Premises. Except as otherwise provided in this Lease, any insurance which may be carried by Landlord or Tenant against loss or damage to the Shopping Center or to the Premises shall be for the sole benefit of the party carrying insurance and under its sole control.

14.6 Prorations. If this Lease is terminated pursuant to this Article, all rent shall be apportioned equitably and paid in full by Tenant to Landlord to the date of the casualty, regardless of whether the termination is effective subsequent to the casualty. This provision shall not relieve Tenant from liability to Landlord for damages (including damages arising due to early termination of this Lease) arising out of Tenant's negligence or other tortious conduct. In the event of a fire or other casualty damage not arising out of the negligence or other tortious conduct of Tenant, its customers, agents, employees, clients or invitees which deprives Tenant of the use of all or a portion of the Premises, there shall be a proportionate reduction in the Monthly Payment, as reasonably determined by Landlord, based on the relation which the gross square foot area of space rendered untenantable bears to the square footage of the Premises set forth in Section 1.1.

ARTICLE 15 – CONDEMNATION

15.1 Condemnation.

(a) If any taking by condemnation, or sale in lieu thereof, pursuant to an exercise of a power of eminent domain ("Condemnation") occurs with respect to the Shopping Center, or any portion thereof, which would leave the remainder of the Shopping Center unsuitable for use comparable (economically or otherwise) to its use prior to the Condemnation, in Landlord's reasonable judgment, then Landlord may terminate this Lease.

(b) If any Condemnation occurs with respect to the entire Premises, or more than 25% thereof (by floor area), or such portion of the Premises as renders the remainder thereof unsuitable for use comparable (economically or otherwise) to its use prior to the Condemnation, in Landlord's reasonable judgment, then Landlord or Tenant may terminate this Lease upon written notice to Tenant within 30 days after the date of the Condemnation.

(c) If Landlord determines that the compensation awarded for Condemnation, available for restoration of the Shopping Center or the Premises falls materially below the cost to pay the cost of restoration, or if such award is required to be applied on account of any Mortgage or Underlying Lease, or if Landlord determines that the length of the Lease Term remaining after restoration would make restoration impractical (whether for economic or other reasons), Landlord may terminate this Lease upon written notice to Tenant given within 30 days after the date of the Condemnation.

(d) Any termination of this Lease pursuant to this section shall be effective upon the earlier of the date title to or possession of the condemned real estate vests in the condemnor. All rent shall be apportioned equitably and paid in full by Tenant to Landlord to that date of termination. If this Lease is not terminated as set forth herein and the event of a Condemnation deprives Tenant of the use of a portion of the Premises, there shall be a proportionate reduction in the Monthly Payment, as reasonably determined by Landlord.

(e) All compensation awarded for any Condemnation of the Shopping Center, the Premises or any portion thereof, shall be the property of Landlord, and Tenant shall have no claim thereto, the same being expressly waived by Tenant. Tenant assigns to Landlord all rights to compensation for damages, if any, sustained by Tenant on any Condemnation, except for a claim relating to Condemnation of equipment, fixtures and/or improvements which Tenant, on expiration of the Lease Term, is entitled to remove, and only so long as a separate award is made by the condemnor to Tenant for such items.

(f) If this Lease is not terminated as provided above, Landlord shall make such repairs, if any, as are reasonably necessary to restore the remaining part of the Premises and the Common Area not condemned to tenantable condition. Landlord, in so doing, shall not be

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required to expend more than the net amount Landlord reasonably expects to be available for restoration of the Premises, unless Tenant agrees to pay the amount of the excess expenditure and before commencement of the restoration, provides Landlord with reasonable security for such payment by Tenant. Restoration, if any, shall begin promptly after Tenant vacates that part of the Premises condemned. The repairs shall be completed with reasonable diligence, subject, however, to delays incident to Force Majeure. Landlord shall advise Tenant promptly of the nature and extent of, and basis for, any limitations on the repairs to be made by Landlord pursuant to this section, and will provide Tenant with such information as will enable Tenant to evaluate the adequacy of contemplated parking, access and other services to be available upon completion of Landlord's repairs. If Tenant reasonably determines that the repairs proposed by Landlord are insufficient to permit Tenant to use the Premises in a manner consistent with their use prior to Condemnation, Tenant may terminate this Lease by notice to Landlord within 30 days after Landlord has provided such information to Tenant.

ARTICLE 16 – ASSIGNMENT AND SUBLETTING

16.1 By Tenant.

(a) Without the prior written consent of Landlord, Tenant shall not (1) assign or in any manner transfer this Lease or any estate or interest therein; (2) permit any assignment of this Lease or any estate or interest therein by operation of law; (3) sublet the Premises or any part thereof; (4) grant any license, concession or other right of occupancy of any portion of the Premises; or (5) permit the use of the Premises by any parties other than Tenant, its agents and employees, and any such acts without Landlord's prior written consent shall be void and of no effect. Consent by Landlord to one or more assignments or sublettings shall not operate as a consent to, or a waiver of Landlord's rights with respect to, any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Monthly Payments and for compliance with all of Tenant's other obligations under this Lease. If an event of default should occur while the Premises or any part thereof is then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or sublessee all payments becoming due to Tenant under such assignment or sublease and apply such payments against any sums due to Landlord by Tenant hereunder, and Tenant hereby authorizes and directs any such assignee or sublessee to make such payments directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such assignee or sublessee (regardless of whether or not such assignee or sublessee shall be deemed to be void and of no effect as stated in the first sentence of this (a)) shall be construed to constitute a novation or release of Tenant or any guarantor of Tenant from the further performance of its obligation hereunder. Receipt by Landlord of payments from any assignee, sublessee or occupant of the Premises shall not be deemed a waiver of the covenants in this Lease against assignment and subletting, or a release of Tenant under this Lease. Notwithstanding the foregoing, Tenant shall have no right whatsoever to sublease all or a portion of the subleased premises unless Tenant charges a market sublease rent for same.

(b) Tenant shall not mortgage, pledge or otherwise encumber this Lease or any estate or interest therein or in the Premises.

(c) Tenant shall give Landlord at least 60 days' advance written notice of any proposed assignment or subletting, such notice to be accompanied by a copy of the proposed sublease or assignment agreement setting forth all terms of such agreement. If Tenant requests Landlord's consent to an assignment of this Lease or subletting of all or part of the Premises, Tenant will submit in writing to Landlord (i) the name and address of the proposed assignee or subtenant; (ii) the business terms of the proposed assignment or sublease; (iii) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (iv) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (v) the proposed form of assignment or sublease for Landlord's approval. Landlord shall notify Tenant in writing within 15 days after receipt of Tenant's written request as to whether Landlord shall grant Tenant's request for an assignment or subletting. At Landlord's option, Landlord may terminate this

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Lease in lieu of giving its consent to any proposed assignment of this Lease or subletting of the Premises (which termination may be contingent upon the execution of a new lease with the proposed assignee or subtenant). If Landlord elects to cancel this Lease in whole or in part as of such date, then the Lease Term, and the tenancy and occupancy of the Premises by Tenant under this Lease, shall terminate with respect to that portion of the Premises proposed to be so assigned or sublet as if the cancellation date were ending date of the Lease Term, and Tenant shall pay to Landlord all costs or charges which are the responsibility of Tenant hereunder with respect to that portion of the Premises. Thereafter, Landlord may lease the Premises to any person, including the prospective subtenant or assignee, without liability to Tenant. If Landlord does not thus cancel this Lease, the terms and provisions of subparagraph (a) hereof will apply.

(d) Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or sublease, Landlord and Tenant acknowledge and agree that it shall be reasonable for Landlord to withhold its consent if the information required by subsection (c) above has not been submitted to Landlord or is otherwise unsatisfactory. It shall also be reasonable for Landlord to withhold its consent if:

(i) The proposed transferee fails to satisfy Landlord's then-current credit standards for retail tenants of the Shopping Center, and in Landlord's opinion does not have the financial strength, business experience or stability to perform all obligations under this Lease to be performed by Tenant as and when they fall due.

(ii) The proposed transferee's use of the Premises, in Landlord's opinion, (1) is not lawful, (2) is not consistent with the Permitted Use of the Premises under this Lease, (3) is not consistent with the general character of business carried on by tenants of a first-class retail building, (4) conflicts with any exclusive rights or covenants not to compete in favor of any other tenant or proposed tenant in the Shopping Center, (5) increases the likelihood of damage or destruction, (6) is likely to cause an increase in insurance premiums for insurance policies applicable to the Shopping Center, and (7) will require new tenant improvements incompatible with then existing Shopping Center systems and components.

(iii) Tenant refuses to pay Landlord any increase in the Security Deposit that is required by Landlord based upon its then current leasing guidelines.

(iv) At the time of the proposed transfer there is an Event of Default under this Lease.

(v) The proposed transferee is a governmental entity and holds no exemption from the payment of ad valorem or other taxes that would prohibit Landlord from collecting from such transferee any amounts otherwise payable under this Lease.

(vi) At least 25% or more of the rentable area of the Shopping Center remains unleased to paying tenants.

(vii) The transfer results in a division of the Premises or will otherwise have or cause a material adverse impact on Landlord's interests, in the Premises or the Shopping Center.

(e) If Landlord consents to a proposed assignment or sublease, Landlord will have the right to approve the form of assignment or sublease, as the case may be, which will provide among other things that Tenant will remain liable under this Lease. Further, if Landlord consents to any subletting or assignment by Tenant as above provided, and subsequently any payments received by Tenant under any such sublease are in excess of the Monthly Payments payable by Tenant under this Lease, or any additional consideration (other than consideration which is directly or indirectly related to the sale of the business) is paid to Tenant by the assignee under any such assignment, then 100% of such excess payments under such sublease or such additional consideration for such assignment shall be due and payable by Tenant to Landlord as Additional Rent. In determining whether payments under any approved sublease exceed the Monthly Payments under this Lease, all amounts paid or payable and received or receivable by Tenant under or in connection with such sublease, including but not limited to commissions and shall be taken into account.

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(f) In the event Landlord consents to any assignment of this Lease by Tenant as provided herein, Landlord shall have the right, in its sole determination, to increase the Security Deposit required in this Lease.

(g) Any sublease will require that the subtenant will comply with all applicable terms and conditions of this Lease. Any assignment will include, without limitation, an assumption by the assignee of all of the terms, covenants and conditions which this Lease requires Tenant to perform. Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original duly executed assignment or sublease, as the case may be, in the form approved by Landlord, and pays Landlord the amounts required herein. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance. No permitted assignee (or subtenant) at this Lease may further assign this Lease (or sublet the subleased premises) without Landlord's prior written consent.

(h) Tenant agrees to reimburse Landlord for all reasonable expenses incurred in connection with any assignment or subletting, including but not limited to, attorneys' fees, lender approval fees or such other reasonable and customary fees incurred.

(i) In addition to reimbursement of expenses as set forth in subsection (h) above, at the time of Tenant's request for Landlord's consent to an assignment of this Lease, or subletting of all or a portion of the Premises, Tenant shall deliver to Landlord a processing fee equal to the greater of: (1) the Minimum Guaranteed Rental for one month, or (2) $1,000.00 (the "Processing Fee"). The Processing Fee shall be nonrefundable when paid regardless of whether Landlord consents to, or objects to, the proposed assignment or sublease.

(j) The transfer of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant of this Lease or a majority of the total interest in any partnership tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlord's prior written consent in each instance. For purposes of this Article 16, the transfer of outstanding capital stock of any corporate tenant will not include any sale of such stock by persons (other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended) effected through "over-the-counter-market" or through any recognized stock exchange.

(k) If Tenant believes that Landlord has unreasonably withheld its consent pursuant to this Article 16, Tenant's sole remedy will be to seek a declaratory judgment that Landlord has unreasonably withheld its consent or an order of specific performance or mandatory injunction of the Landlord's agreement to give its consent.

16.2 By Landlord. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Shopping Center containing the Premises to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto. The term "Landlord" shall mean only the owner for the time being of the Shopping Center, and in the event of transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations that arise during any owner's period of ownership shall be binding during the Lease Term upon such new owner; provided, however, that Tenant's failure to disclose any outstanding obligations of Landlord pursuant to any notification required to be made by this Lease to any prospective buyer shall constitute a waiver of Tenant's rights against that prospective buyer and any successors or assigns thereof. Upon such an assignment, Tenant shall retain its rights against the transferor

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Landlord for obligations arising under this Lease during the period of the transferor Landlord's ownership of the Shopping Center.

ARTICLE 17 – PROPERTY TAXES

17.1 Tenant's Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is liable hereunder.

17.2 Tenant's Proportionate Share. Tenant agrees to pay its Proportionate Share of all real property taxes or any tax levied in lieu thereof on or in addition thereof (including but not limited to rental taxes, but excluding taxes on net income of the Shopping Center), or due to the ownership or operation of the Shopping Center, levied, assessed or allocated for any period included in the Lease Term or any extensions thereof (including any special assessments created by formation of a special improvement district or created in any other manner), together with all charges incurred by Landlord in disputing or contesting any such taxes or charges (hereinafter collectively referred to as the Taxes), levied or assessed against the Shopping Center. During each month of the Lease Term, Tenant shall make a monthly escrow deposit ("Tax Escrow Payment") with Landlord equal to 1/12th of its Proportionate Share of the Taxes on the Shopping Center that are estimated to be due and payable for that particular calendar year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this section, to pay the Taxes levied or assessed against the Shopping Center. Each Tax Escrow Payment shall be due and payable at the same time and in the same manner as the time and manner of the payment of the Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Tax Escrow Payment will be that amount set out in Section 1.1 above. The initial monthly Tax Escrow Payment is based upon Tenant's Proportionate Share of the estimated taxes on the Shopping Center for the calendar year in question, and the monthly Tax Escrow Payment is subject to increase or decrease from time to time as determined by Landlord to reflect an accurate escrow of Tenant's estimated Proportionate Share of the Taxes. The Tax Escrow Payment account of Tenant shall be reconciled annually by Landlord at the same time as the CAM is reconciled. If Tenant's total Tax Escrow Payments are less than Tenant's actual Proportionate Share of the Taxes on the Shopping Center, Tenant shall pay the difference to Landlord within 30 days after receipt of written notice. If the total Tax Escrow Payments of Tenant are more than Tenant's actual Proportionate Share of the Taxes on the Shopping Center, Landlord shall retain such excess and credit it to Tenant's Tax Escrow Payment account; provided, however, no credit shall be applied should Tenant be in default on any of its leasehold obligations hereunder until such default is cured. Tenant's Proportionate Share of the Taxes on the Shopping Center shall be computed by multiplying the Taxes by a fraction, the numerator of which shall be the gross rentable area of the Premises and the denominator of which shall be the gross rentable area of the Shopping Center, times the amount of Taxes to be paid by Landlord for land included in the Shopping Center. Notwithstanding anything to the contrary contained in the Lease, Landlord's failure to provide a reconciliation of Taxes as required by this section shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Taxes or constitute a waiver of Landlord's right to assess and collect for Proportionate Share of Real Estate Taxes from Tenant in accordance with this section.

17.3 Failure to Pay. If Tenant should fail to pay any Taxes, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes. Any sums so paid by Landlord shall be deemed to be Additional Rent owing by Tenant to Landlord and due and payable, upon demand, as Additional Rent, plus interest at the rate of 12% per annum from the date of payment by Landlord until repaid by Tenant.

17.4 Changes in Taxation. If at any time during the Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or any future building or buildings on the Shopping Center, but excluding any tax on Landlord's net income from the Shopping Center, then all such taxes,

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assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof. In such event, the Taxes allocable to the Shopping Center shall be calculated as though the Shopping Center were the only property owned by Landlord.

17.5 Tax Year. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

17.6 Tax Consultant. Landlord shall have the right to employ a tax consulting firm to attempt to assure a fair tax burden on the Shopping Center. Tenant shall pay to Landlord upon demand from time to time, as additional rent, the amount of Tenant's pro rata share as aforesaid of the cost of such service.

ARTICLE 18 – DEFAULT BY TENANT AND REMEDIES

18.1 Event of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of rental or any other monetary charge or expense when due.

(b) Tenant shall be adjudicated insolvent, or shall make an intentional transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant and such judgment shall not be stayed or vacated within 90 days after the entry thereof.

(d) A receiver or trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.

(e) Tenant shall desert or vacate any portion of the Premises.

(f) Tenant shall do or permit to be done anything which creates a lien upon the Premises unless such lien is discharged or bonded against to Landlord's reasonable satisfaction within 30 days after Tenant learns of the existence thereof.

(g) The business operated by Tenant shall be closed for failure to pay any State sales tax as required.

(h) Tenant fails to take possession of the Premises on the Commencement Date of the Term.

(i) Tenant purports to assign this Lease, or sublet all or a portion of the Premises, in a manner that violates the provisions of Section 16.1 above.

(j) Tenant fails to obtain or maintain the insurance required pursuant to Section 12.2 of this Lease.

(k) The death of any Guarantor of this Lease, unless, within 20 days after such death, a substitute guarantor acceptable to Landlord executes and delivers a guaranty in form and substance acceptable to Landlord.

(l) Tenant shall fail to comply with any other term, provision or covenant of this Lease not specifically referenced in subsection (a) through (k) above, where such failure continued for a period of 10 days after written notice thereof; provided, that if such failure cannot as a practical matter be remedied within such 10-day period, then no Event of Default shall be deemed to exist if Tenant begins within such 10-day period to remedy the failure and continues to exercise reasonable diligence in completing such remedy.

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18.2 Landlord's Remedies. Upon occurrence of any events of default, by Tenant, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, except as provided above:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rental, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof in accordance with applicable law.

(b) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof in accordance with applicable law, with or without having terminated this Lease. Landlord may, if it so elects, relet the Premises on Landlord's terms and receive the rent therefore; and Tenant agrees to pay to Landlord, on demand, any deficiency that may arise by reason of such reletting for the remainder of this Lease term.

(c) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest thereon at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action provided Landlord proceeds in accordance with applicable law.

(d) ~~For the purpose of computing the amount of Tenant's liability under this Article 18 for Percentage Rental after default the periodic Percentage Rental for which Tenant shall be liable after termination of Tenant's right to possession shall be the amount Tenant was obligated to pay as Percentage Rental during the most recent full calendar year Percentage Rental payment period before such termination. Tenant will also pay a pro rata part of such periodic Percentage Rental based upon the length of time between the previous payment of Percentage Rental and the date of termination; and upon such termination Tenant will be obligated to submit to Landlord a statement accurately showing Gross Sales made since submission of its last previous statement, together with such additional supporting financial records as Landlord may require. The provisions of this section relating to Percentage Rental, if any, payable by Tenant hereunder are included solely for the purpose of providing for the payment of rental in excess of the Minimum Guaranteed Rental, and providing for a method whereby such additional rental is to be measured, ascertained and paid, and shall be cumulative with and not in limitation of all other remedies provided for Landlord herein.~~

18.3 No Surrender. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devises and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices in accordance with applicable law are hereby waived. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings as Landlord may elect, and Landlord shall not be liable in trespass or otherwise for proceeding in accordance with applicable law.

18.4 Tenant's Liability.

(a) In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the excess, if any, of (1) the total rental (Minimum Guaranteed Rental computed as stated below)

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plus Tenant's CAM, Insurance Escrow Payment and Tax Escrow Payment hereunder for the remaining portion of the Lease Term (had such term not been terminated by Landlord prior to the date of expiration stated in Section 1.1) discounted to present value at the rate of eight percent per year, over (2) the then present value (again discounted at eight percent per year) of the then fair rental value of the Premises for such period.

(b) In the event that Landlord elects to repossess the Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration stated in Section 1.1 diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in subsection (c) below). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this section may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

(c) In case of any event of default or breach by Tenant, Tenant shall also be liable for and shall pay to Landlord, at Landlord's Mailing Address, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the reasonable costs of removing and storing Tenant's or other occupant's property; the value of any free or waived rent received by Tenant in connection with this Lease; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including reasonable attorneys' fees.

18.5 No Duty to Mitigate. Except as otherwise provided by applicable law, in the event of termination or repossession of the Premises for an event of default, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, and for any use and purpose.

18.6 Landlord's Self-help Action. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

18.7 Landlord's Default. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for actual out of pocket costs for any repairs made. Tenant waives the benefit of any laws granting it a lien upon the property of Landlord or upon rent due Landlord. Notwithstanding the foregoing, prior to any self-help action, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have 30 days after receipt of such notice in which to cure any default; provided, that if such failure cannot as a practical matter be remedied within such 30-day period, then no event of default shall be deemed to exist if Landlord begins within such 30-day period to remedy the failure and continues to exercise reasonable diligence in completing such remedy. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only to the extent they arise during the period of its possession of the Shopping Center and not thereafter. Notwithstanding anything to the contrary contained herein, if Landlord fails to commence the making of repairs within 30 days after such notice, and the failure to repair has materially interfered with Tenant's use of the Premises, Tenant's sole right and remedy for such failure on the part of the Landlord will be to cause such repairs to be made and to charge Landlord the reasonable cost of such repairs. If the repair is necessary to end or avert an emergency, and if Landlord after receiving notice from Tenant of such necessity fails to commence repair as soon as reasonably possible, Tenant may do so at Landlord's cost, without waiting 30 days.

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18.8 No Liability. Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord in any term or provision of this Lease, or in the event of any other liability of Landlord arising under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the land and improvements which constitute the Shopping Center, and in no event shall any deficiency judgment of any kind be sought or obtained against Landlord if the equity or interest then owned by Landlord in the land and improvements which constitute the Shopping Center is insufficient to cover any judgment against Landlord.

18.9 Additional Rights. In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment of the Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises, provided a court of competent jurisdiction has authorized such removal, all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within the County in which the Premises are located; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof and who presents a court order to Landlord granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights herein granted Landlord are commercially reasonable.

18.10 Injunctive Relief; Cumulative Remedies. In the event of any breach or threatened breach by Tenant of any of the terms contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach. Any suit or suits for the recovery of the amounts and damages set forth in this Article 18 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no Event of Default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

ARTICLE 19 – SECURITY DEPOSIT; LANDLORD'S LIEN; MECHANICS LIENS

19.1 Security Deposit. Upon receipt from Tenant of the sum Security Deposit, such sum shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. The Security Deposit shall be held by Landlord without payment of interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the Lease Term. If at any time during the Lease Term any of the rental herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid then Landlord may, at the

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option of Landlord (but Landlord shall not be required to), appropriate and apply any portion of the Security Deposit to the payment of any such overdue rental or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit, or any portion thereof be appropriated and applied by Landlord for the payment of overdue rental or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within five days after receipt of such demand shall constitute a default under this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full to Tenant within 60 days after the expiration or earlier termination of this Lease. Landlord may deliver the Security Deposit hereunder by Tenant to a purchaser of Landlord's interest in the Premises, in the event that such interest is sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

19.2 Landlord's Lien. Landlord shall have a Landlord's statutory lien, and in addition thereto, Landlord shall have, and Tenant hereby grants unto Landlord a security interest, in all of the goods, wares, furniture, fixtures, office equipment, supplies and other property of Tenant now or hereafter placed in, upon, or about the Premises and all proceeds thereof, as security for all of the obligations of Tenant under this Lease. Tenant shall not remove any of said personal property from the Premises until all of Tenant's obligations under this Lease have been satisfied in full. Upon the occurrence of an event of default by Tenant as set forth in this Lease, Landlord may, to the extent permitted by applicable law, in addition to any other remedies provided herein enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or the time after which any private sale is to be made; and at any such sale the Landlord or its assigns may purchase any of Tenant's personal property unless prohibited by law. The proceeds of any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including attorneys' fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus shall be paid to Tenant or as otherwise required by law and Tenant shall pay any deficiencies forthwith to Landlord. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the relevant provisions of the Uniform Commercial Code, as adopted by the jurisdiction in which the Premises are situated. Upon request by Landlord, Tenant shall provide the name and address of any entity that has, or claims to have, an interest (including, without limitation, a security interest in any property located on the Premises and a description of such property). Failure to provide such a list shall result in a presumption that all property located in the Premises belongs to Tenant free from all claims. Without intending to execute any other manner of giving Tenant any required notice, any requirement of reasonable notice to Tenant of Landlord's intention to dispose of any collateral pursuant to the enforcement of said security interest shall be made if such notice is given in the manner prescribed by this Lease for notices.

19.3 Mechanics Liens. Tenant will pay or cause to be paid all costs and charges for work: (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises and the Shopping Center free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant. If any such lien, at any time, is filed against the Premises, or any part of the Shopping Center, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest or comply

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with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, (plus 15% of such charge and related costs and interest for Landlord's overhead and related expenses) will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Shopping Center to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Shopping Center or any action affecting title to the Shopping Center has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs, alterations, additions, improvements or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work and shall require any such person to execute and deliver to Landlord a written waiver of construction lien rights waiving any claim of any construction lien against the Premises or the Shopping Center on account of supplying such labor or material. Landlord will have the right to post notices of non-responsibility or similar written notices on the Premises in order to protect the Premises against any such liens. Tenant's obligations under this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 20 – HOLDING OVER

20.1 Holdover. Tenant will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Landlord. If Tenant fails to give up possession Landlord may, at its option, serve written notice upon Tenant that such holdover constitutes any one of the following: (a) renewal of this Lease for one year, and from year to year thereafter, or (b) creation of a month-to-month tenancy, or (c) creation of a tenancy at sufferance. If Landlord does not give said notice, Tenant's holdover shall create a tenancy at sufferance. In any such event the tenancy shall be upon the terms and conditions of this Lease, except that the monthly rent shall be 200% of the last Minimum Guaranteed Rental due under this Lease immediately prior to termination (in the case of tenancy at sufferance such Minimum Guaranteed Rental shall be prorated for each day Tenant remains in possession); excepting further that in the case of a tenancy at sufferance, no notices shall be required prior to commencement of any legal action to gain repossession of the Premises. In the case of a tenancy at sufferance, Tenant shall also pay to Landlord all damages (including consequential damages) sustained by Landlord resulting from retention of possession by Tenant. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as otherwise available to Landlord; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease for a breach by Tenant hereof.

ARTICLE 21 – SUBORDINATION

21.1 Subordination.

(a) This Lease and all rights of Tenant hereunder are subject and subordinate to any first deed of trust, first mortgage or other first instrument of security (a "Mortgage"), and at Landlord's option, this Lease and all rights of Tenant hereunder are subject and subordinate to any junior deed of trust, junior mortgage or other junior instrument of security, as well as to any ground lease or primary lease (an "Underlying Lease") that now or thereafter covers all or any part of the Shopping Center, the land, or any interest of Landlord therein, and to any and all advances made on the security thereof and to any and all increase, renewals, modifications, consolidations, replacements and extensions of such Mortgage or Underlying Lease. This provision is self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand, execute, acknowledge and deliver to Landlord or to the holder ("Holder") of any Mortgage, or lessor ("Lessor") in any Underlying Lease, all instruments and certificates that in the judgment of Landlord, Holder or

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Lessor may be necessary or desirable to confirm or evidence such subordination. Not in limitation of the generality of the foregoing, Tenant agrees that any Holder shall have the right at any time to subordinate any Mortgage to this Lease on such terms and subject to such conditions as such Holder may deem appropriate in its sole discretion. Tenant further covenants and agrees upon demand by Holder or Lessor at any time, before or after the institution of any proceedings for foreclosure or sale pursuant to any Mortgage, or termination of any Underlying Lease, to attorn to the purchaser upon such foreclosure or sale or to Lessor upon such termination, and to recognize such purchaser or Lessor as Landlord under this Lease. The agreement of Tenant to attorn contained in the immediately preceding sentence shall survive any such foreclosure, sale or termination. Tenant, upon demand, before or after any such foreclosure, sale or termination, shall execute, acknowledge and deliver to Holder or Lessor any and all instruments that in the judgment of Holder or Lessor may be necessary or desirable to confirm or evidence such attornment and Tenant hereby irrevocably authorizes Holder or Lessor to execute, acknowledge and deliver any such instruments on Tenant's behalf.

(b) If Landlord shall be or is alleged to be in default of any of its obligations owing to Tenant under this Lease, Tenant agrees to give to Holder and Lessor a copy of any written notice (by registered or certified mail or by delivery service) of any such default which Tenant shall have served upon Landlord, provided that prior thereto Tenant has been notified in writing (by way of notice of assignment of rents and/or leases, or otherwise) of the name and addresses of any such Holder and Lessor. Tenant shall not be entitled to exercise any right or remedy as may exist because of any default by Landlord without having given such notice to Holder and Lessor. Tenant further agrees that if Landlord shall fail to cure such default, Holder or Lessor shall have an additional 30 days (measured from the later of the date on which the default should have been cured by Landlord, or the date of Holder's or Lessor's receipt of such notice from Tenant), provided that if such default cannot be cured within such 30-day period and Holder or Lessor is diligently pursuing the remedies necessary to effectuate the cure (including, but not limited to, foreclosure or termination proceedings, if appropriate) such cure period shall be extended to allow the cure to be completed.

ARTICLE 22 – EFFECT OF SALE; MARKETING FUND

22.1 Sale. A sale, conveyance or assignment of landlord's interest in the Shopping Center will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, tenant will look solely to landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and tenant will attorn to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the lease from and after such effective date.

22.2 Marketing Fund. Landlord, at its option, may establish a marketing fund ("Marketing Fund") to furnish and maintain professional advertising with such promotions which will be intended to benefit all tenants of the Shopping Center. Tenant agrees to contribute toward the Marketing Fund an amount of money equal to that specified in Section 1.1 per calendar year, payable in equal monthly installments on the same day the Minimum Guaranteed Rental is due. All the monies received under this section shall be used for the purpose of advertising and promotional services of the Shopping Center. Tenant's share of the cost of the Marketing Fund will be increased at the beginning of each calendar year of the Lease Term hereof by 7%.

ARTICLE 23 – NOTICES

23.1 Notice. Wherever any notice is required or permitted hereunder, such notices shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be addressed to the relevant party hereto at the respective address set out in Section 1.1 above, or at such address as that party may have hereafter specified by written notice. Any such notice may be sent by: (a) personal or messenger delivery, (b) U.S. Postal Service certified mail, return receipt requested, or (c) nationally recognized overnight courier. Any such notice shall be

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deemed delivered upon receipt, refusal of receipt, or return on account of the relevant party no longer being located at the relevant address.

23.2 Parties. If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

ARTICLE 24 – LATE CHARGES

24.1 Late Charges. In the event Tenant fails to pay Landlord when due any installment of rental or other sum to be paid to Landlord which may become due hereunder, Tenant will pay Landlord on demand a late charge of 10% of the past due amount, but in no event less than \$100.00 ("Late Charge"). Tenant agrees that in the event of any such late payment by Tenant, the damages resulting to Landlord will be difficult to ascertain precisely, and that the Late Charge constitutes a reasonable and good faith estimate by the parties of the extent of such damages.

24.2 Interest. In addition to the Late Charge, Tenant agrees to pay Landlord interest in the amount of 18% of any installment of the Monthly Payment not paid when due, but in no event more than the interest charge allowed by law. This provision for Late Charges and any interest charge shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

ARTICLE 25 – RADIUS RESTRICTION

25.1 Radius Restriction. Tenant shall ensure that no other business of a type similar to that authorized hereunder for the Premises ("Similar Business") shall be operated within a three mile radius of the Premises by Tenant, its owners, directors or shareholders. If Tenant, its owners, directors or shareholders operates a Similar Business in violation of this section, such action shall be an event of default.

ARTICLE 26 – HAZARDOUS MATERIALS

26.1 Definitions. The term "Hazardous Substances" as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

26.2 Tenant's Restrictions. Tenant shall not cause or permit to occur:

(a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

26.3 Environmental Clean-up.

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(a) Tenant shall comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances.

(b) Tenant shall, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("Authority") concerning Hazardous Substances in, on or about the Premises.

(c) Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, provided the deposit, spill, discharge, or release was caused by Tenant or anyone under Tenant's control, and at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and shall promptly carry out all such cleanup plans.

(d) Tenant shall, where appropriate, promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this section within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any environmental laws and regulations shall constitute a waiver of any of Tenant's obligations under this Article.

26.4 Tenant's Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any use, generation, storage, deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises or the use of occupancy of the Premises, by Tenant's agents, employees, affiliates, customers, clients or invitees, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under all environmental laws and regulations.

26.5 Survival. Tenant's obligations and liabilities under this Article shall survive the expiration of this Lease.

ARTICLE 27 – MISCELLANEOUS

27.1 Joint Venture. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.2 Captions. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

27.3 No Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Tenant agrees to furnish to Landlord from time to time (but no less than once annually) a balance sheet showing the then current net worth of Tenant together with a profit and loss statement for Tenant's most recently completed fiscal year. Such statements shall be certified by an independent certified public accountant and prepared in accordance with generally accepted accounting principles. In the event that Tenant

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is a subsidiary comprising only the operations conducted at the Premises, Tenant shall also provide such statements from the parent company or larger business of which Tenant is a part. In the event that Tenant is an individual, the financial statements must include the operations conducted at the Premises as well as all other business activities.

27.4 Holder Notice. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Premises of whose name and address Tenant has been notified in writing, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

27.5 Quiet Enjoyment. Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease, have the peaceable and quiet enjoyment and possession of the Premises.

27.6 Entire Agreement. This Lease and the exhibits attached hereto contain the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

27.7 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises except the Broker named in Section 1.1. Landlord will pay any fees or commissions due to the Broker.

27.8 Estoppel. Tenant agrees that at any time, and from time to time during the Lease Term within 10 days after request by Landlord hereto, Tenant will execute, acknowledge and deliver to Landlord or to any prospective purchaser, assignee or mortgagee designated by Landlord, an estoppel certificate in a form acceptable to Landlord. Failure by Tenant to timely execute and deliver such estoppel certificate or other instruments shall constitute an acceptance of the Premises and an acknowledgement by Tenant that statements in the estoppel certificate are true and correct, without exception.

27.9 Governing Law. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

27.10 Binding. The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

27.11 Effectiveness. The submission of this Lease for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this Lease shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord of Tenant shall alter, change or modify any of the provisions hereof.

27.12 Attorneys' Fees and Jury Trial. In the event of any litigation or arbitration between the parties relating to this Lease, the Premises or the Shopping Center (including pretrial, trial, appellate, administrative, bankruptcy or insolvency proceedings), the prevailing party shall be awarded, as part of the judgment or settlement, all attorneys' fees, costs and expenses incurred in connection with such litigation, except as may be limited by applicable law. In any situation where a default by Tenant occurs and is resolved without litigation, Tenant shall also pay all of Landlord's costs and attorneys' fees relating thereto. In the interest of obtaining a speedier and less costly hearing of any dispute, the parties hereby each irrevocably waive the right to trial by jury.

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27.13 Financial Statements. Within 10 days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant, or, failing those, Tenant's internally prepared financial statements. Tenant will discuss its financial statements with Landlord and will give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Landlord will not disclose any aspect of Tenant's financial statements which Tenant designates to Landlord as confidential except (a) to Landlord's lenders or prospective purchasers of the Premises, (b) in litigation between Landlord and Tenant, and (c) if required by court order. Tenant agrees to furnish to Landlord from time to time (but no less than once annually) a balance sheet showing the then current net worth of Tenant together with a profit and loss statement for Tenant's most recently completed fiscal year. Such statements shall be certified by an independent certified public accountant and prepared in accordance with generally accepted accounting principles. In the event that Tenant is a subsidiary comprising only the operations conducted at the Premises, Tenant shall also provide such statements from the parent company or larger business of which Tenant is a part. In the event that Tenant is an individual, the financial statements must include the operations conducted at the Premises as well as all other business activities.

27.14 Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within 10 days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

27.15 Force Majeure. Landlord will have no liability to Tenant, nor will Tenant have any right to terminate this Lease or abate Monthly Payment or assert a claim of partial or total actual or constructive eviction, because of Landlord's failure to perform any of its obligations in this Lease if the failure is due in part or in full to reasons beyond Landlord's reasonable control, including without limitation, strikes or other labor difficulties, inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy), war, riot, civil insurrection, accidents, acts of God and governmental preemption in connection with a national emergency (collectively referred to as "Force Majeure").

27.16 Counsel Review. Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

27.17 Severability. If any provision of this Lease shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall in no way affect, impair or invalidate any other provision of this Lease, and all other provisions hereof shall remain in full force and effect.

27.18 Authority. Each of the parties executing this Lease on behalf of Tenant or Landlord represents to the other party that such party is authorized to do so by requisite action of the party to this Lease.

27.19 Rules and Regulations. Tenant and its employees, agents, licensees and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth on Exhibit D attached hereto. Landlord may from time to time reasonably amend, delete or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Shopping Center, and for the comfort, quiet and convenience of occupants of the Shopping Center. Modifications or additions to the rules and regulations will be effective upon 30 days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies which this Lease provides for default by Tenant, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors or licensees or any

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other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

27.20 Tax Credits. Landlord is entitled to claim all tax credits and depreciation attributable to leasehold improvements in the Premises. Promptly after Landlord's demand, Landlord and Tenant will prepare a detailed list of the leasehold improvements and fixtures and their respective costs for which Landlord or Tenant has paid. Landlord will be entitled to all credits and depreciation for those items for which Landlord has paid by means of any tenant finish allowance or otherwise. Tenant will be entitled to any tax credits and depreciation for all items for which Tenant has paid with funds not provided by Landlord.

27.21 Shopping Center Occupancy. Tenant in executing this Lease does not rely upon the fact, nor does Landlord represent, that any specific tenant or number of tenants shall occupy any Shopping Center space during the term of this Lease.

27.22 Guarantor. This Lease shall not be effective unless the persons, if any, listed in Section 1.1(t) hereof shall execute the Guaranty attached as Exhibit E of this Lease.

ARTICLE 28 – OPTION TO RENEW

28.1 Option to Renew. Tenant will have the option to renew the Lease Term for an additional term of five years (the "Renewal Term"), subject to the further provisions of this section.

(a) Tenant must exercise the option with respect to the Renewal Term, if at all, by giving notice of exercise ("Tenant's Notice") to Landlord on or before the date that is not greater than 270 days prior to the then applicable Expiration Date and not less than 180 days prior to the then applicable Expiration Date. Tenant will have no right to renew the Lease Term if Tenant's Notice is not timely delivered, or if Tenant is in default under this Lease at the time Tenant's Notice is delivered or on the then applicable Expiration Date.

(b) (1) The Renewal Term will be on the same terms and conditions as this Lease, except the Minimum Guaranteed Rental, which shall be the fair market rental value at the time of Tenant's Notice, but in no event less than 105% of the last Minimum Guaranteed Rental payable during the Lease Term. Landlord and Tenant will have 30 days after Landlord receives Tenant's Notice within which to agree on the fair market rental value of the Premises, (as defined in subparagraph (b)(3) below) and rental increases to the Minimum Guaranteed Rental for the Renewal Term.

(2) If Landlord and Tenant are unable to agree on the initial Minimum Guaranteed Rental and rental increases for the applicable Renewal Term within 30 days following Tenant's Notice, Landlord and Tenant will each appoint a real estate broker with at least five years' full-time commercial leasing experience in the metropolitan area where the Premises are located to determine the fair market rental value for the Premises. If either Landlord or Tenant does not appoint a broker within 10 days after the other has given notice of the name of its broker, the single broker appointed will be the sole broker and will set the fair market rental value for the Premises. If two brokers are appointed pursuant to this paragraph, they will meet promptly and attempt to set the fair market rental value for the Premises. If they are unable to agree within 30 days after the second broker has been appointed, they will attempt to elect a third broker, meeting the qualifications stated in this paragraph, within 10 days after the last day the two brokers are given to set the fair market rental value of the Premises. If they are unable to agree on a third broker, either Landlord or Tenant, by giving 10 days' prior notice to the other, can apply to the then-presiding president of the local Board of Realtors for the selection of a third broker who meets the qualifications stated in this paragraph. Landlord and Tenant will each bear one-half of the cost of appointing the third broker and of paying the third broker's fee. The third broker, however selected, must be a person who has not previously acted in any capacity for either Landlord or Tenant. Within 30 days after selection of the third broker, a majority of the brokers will set the fair market rental value for the Premises. If a majority of the brokers are unable to set the fair market rental value for the Premises within 30 days after selection of the third broker, the two closest market rate determinations will be averaged and that average will be the fair market rental value for the Premises.

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(3) The "fair market rental value of the Premises" means what a landlord under no compulsion to lease the Premises and a tenant under no compulsion to lease the Premises would determine as rent (including initial Minimum Guaranteed Rental and rental increases, market tenant finish allowance and other concessions) for the Renewal Term as of the time of Tenant's Notice, taking into consideration the uses permitted under this Lease; the quality, size, design, and location of the Premises; and the rent for comparable buildings located in the vicinity of the Premises.

LANDLORD:

Columbine Center Partners, LLC
By: ASM Columbine LLC, Manager

By: [signature]
Name: Bernie Markowski
Title: Mgr MBR
Date: Sept 12 2013

TENANT:

Rancho La Playa LLC
d/b/a 3 Potrillos

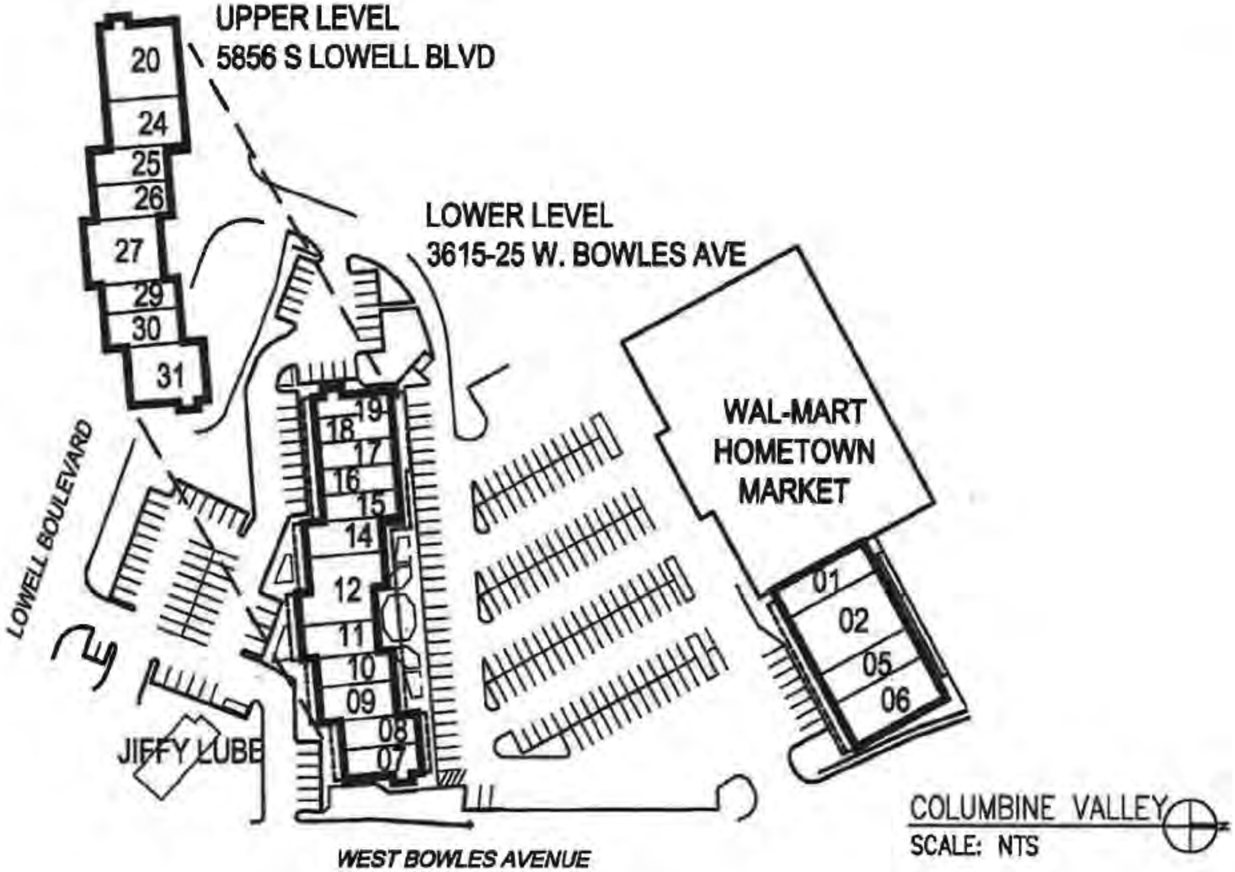
By: Lila Fernandez
Name: [signature]
Title: owner
Date: 9/11/13

By: Ramon Rodriguez
Name: [signature]
Title: owner
Date: 9/11/13

INITIALS: ____ Tenant [initials] Landlord

EXHIBIT A

Site Plan



Tenant Landlord

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CCP LILA FERNANDEZ AND RAMON RODRIGUEZ NEWLSE (2)

EXHIBIT B

Legal Description of the Shopping Center

PARCEL A:

A part of block 14, Kassler Addition, located in the southeast one-quarter of Section 18, Township 5 South, Range 68 West of the 6th P.M., City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence north 83 degrees 55 minutes 44 seconds west 74.41 feet to the northeast corner of a parcel of land conveyed to the Colorado State Department of Highways in Book 3726, page 459 of the Arapahoe County records. Said point also being on the northerly right of way line of West Bowles Avenue; thence south 89 degrees 57 minutes 05 seconds west along said northerly right of way line of West Bowles Avenue and along the north line of said parcel of land as described in Book 3726, page 459, a distance of 190.00 feet to the point of beginning; thence continuing south 89 degrees 57 minutes 05 seconds west along said northerly right of way line of West Bowles Avenue and along said north line of Book 3726, page 459, a distance of 105.99 feet; thence south 0 degrees 21 minutes 18 seconds west along said northerly right of way line of West Bowles Avenue and along the west line of said Book 3726, page 459, a distance of 0.49 feet to the northeast corner of a parcel of land conveyed to the Colorado State Department of Highways in Book 3684, page 525 of the Arapahoe County records; thence south 89 degrees 57 minutes 05 seconds west along the northerly right of way line of West Bowles Avenue and along the north line of said Book 3684, page 525, a distance of 62.40 feet; thence north 0 degrees 13 minutes 15 seconds east 79.36 feet; thence north 68 degrees 56 minutes 45 seconds west 156.15 feet to a point on the northwesterly line of Lot 11 of said Block 14; thence north 21 degrees 01 minutes 15 seconds east along said northwesterly line 158.77 feet; thence south 77 degrees 03 minutes 32 seconds east 81.31 feet to the centerline of said Nevada Ditch the following five courses: (1) thence north 7 degrees 01 minutes 45 seconds west 28.09 feet, (2) thence north 4 degrees 24 minutes 02 seconds west 38.92 feet, (3) thence north 21 degrees 26 minutes 47 seconds east 55.21 feet, (4) thence north 19 degrees 58 minutes 55 seconds east 47.30 feet, (5) thence north 9 degrees 58 minutes 55 seconds east 42.69 feet to a point on the northeasterly line of a parcel of land s described in Book PP17, page 44 of the Arapahoe County records; thence north 68 degrees 58 minutes 45 seconds west along the northeasterly line of said parcel of land as described in Book 2217, page 44, a distance of 41.97 feet to a point on the easterly right of way line of South Lowell Boulevard, said point also being on the west line of said Block 14, Kassler Addition; thence north 21 degrees 01 minutes 15 seconds east along said easterly right of way line of South Lowell Boulevard and along said west line of Block 14, a distance of 15.00 feet; thence south 68 degrees 58 minutes 45 seconds east 77.92 feet to a point of curve; thence along a curve to the right, having a radius of 114.03 feet, a central angle of 64 degrees 35 minutes 37 seconds and an arc length of 128.56 feet to a point of tangent, thence south 4 degrees 23 minutes 08 seconds east along said tangent 373.77 feet to the point of beginning.

PARCEL B:

A part of Block 14, Kassler Addition, located in the southwest one-quarter of Section 17 and the southeast one-quarter of Section 18. Township 5 South, Range 68 west of the 6th P.M., City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence north 83 degrees 55 minutes 44 seconds west 74.41 feet to the northeast corner of a parcel of land conveyed to the Colorado State Department of Highways in Book 3726, page 459 of the Arapahoe County records. Said point also being on the northerly right of way line of West Bowles Avenue; thence north 63 degrees 33 minutes 15 seconds east along said northerly right of way line of West Bowles Avenue 62.75 feet to the point of beginning; thence north 26 degrees 26 minutes 45 seconds west 36.52 feet; thence 9 degrees 01 minutes 32 seconds west 114.95 feet; thence north 61 degrees 29 minutes 13 seconds east 118.95 feet; thence south 28 degrees 30 minutes 47 seconds east 150.58 feet to a point on the northerly right of way line of said West Bowles Avenue; thence south 63 degrees 33 minutes 15 seconds west along said northerly right of way line 158.71 feet to the point of beginning.

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EXHIBIT C

Provisions Relating to Construction of a Pre-Occupied Premises

Relating to the terms of this provision, Tenant is taking possession of the Premises "as is." Tenant hereby acknowledges that Landlord has made no claims or warranties, express or implied, regarding the suitability or condition of the Premises, nor shall Tenant hold Landlord responsible or liable for any improvements or repairs other than those required under the Lease. Landlord shall inspect and put into good working order, as of Tenant's occupancy of the space, the existing heating and air conditioning unit, plumbing fixtures, light bulbs, ballasts and existing electrical outlets and will warranty that said items are working for a period of 90 days after Lease Execution.

Landlord, at their sole cost and expense, shall install an eight foot hood in the kitchen area designated by the Tenant as approved by the appropriate regulatory body. Landlord agrees to order the hood within 2 business days after lease execution and will have the hood installed with all required inspections and approvals signed off within 30 days of Lease Execution.

Landlord shall leave all permanently attached fixtures including 3 compartment sink and the following equipment: 2 compartment sink (no attached garbage disposal, 2 metal prep tables, 1 two door freezer, 1 one door freezer, and ice machine). Tenant shall notify Landlord within 15 days of Lease Execution of any other equipment or furniture that Tenant wishes to keep within the Premises and then Landlord will remove all unwanted Furniture and Equipment. So long as Tenant makes their monthly payments ontime for the first 18 months of the lease agreement, Landlord will execute a bill of sale, transferring ownership of the furniture and equipment to Tenant. Landlord agrees to warranty that equipment for 90 days after Lease Execution.

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EXHIBIT D

Rules and Regulations

THESE RULES AND REGULATIONS (the "Rules") have been established by Columbine Center Partners, LLC, as Landlord under the retail leases relating to Columbine Valley Shopping Center (the "Leases"). Under the terms of the Leases, the Landlord is authorized to establish these Rules and such additional rules and regulations as are necessary or advisable in its judgment for the proper and efficient operation and maintenance of the buildings and common areas which make up the Columbine Valley Shopping Center (such buildings and common areas are herein collectively referred to as the "Shopping Center"). These Rules may be changed, altered or amended by Landlord at any time in its sole discretion.

1. Outside Sales and Storage. No tenant may display, sell merchandise, allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls or roof and permanent doorways of the Shopping Center, or in hallways.

2. Antenna and Aerials. No aerial, antenna or satellite dish shall be erected on the roof or exterior walls of the Shopping Center without first obtaining, in each instance, the written consent of Landlord. Any aerial, antenna or satellite dish so installed without such written consent shall be subject to removal without notice at any time.

3. Parking Lot Solicitation. In addition, no Tenant may solicit in any manner in any of the automobile parking and sidewalk areas of the Shopping Center.

4. Deliveries. Each Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. of each day. Each Tenant shall attempt to cause no delivery trucks or other vehicles servicing the Shopping Center to park or stand in front of the Shopping Center from 10:00 a.m. to 9:00 p.m. of each day.

5. Vending Machines. No Tenant shall, without prior written consent of Landlord, sell merchandise from vending machines or allow any coin-operated vending or gaming machines on the Premises. Landlord hereby grants Tenant permission to install one soda vending machine and one candy vending machine on the Premises.

6. Validated Parking. Landlord may, if in its opinion the same be advisable, establish a system or systems of validation or other type operation, including a system of charges against non-validated parking checks of users, and the Tenant must abide by all such rules and regulations in its use and the use of its customers and patrons with respect to said automobile parking area; provided, however, that all such rules and regulations and such types of operation or validation of parking checks and other matters affecting the customers and patrons of the Tenant shall apply equally and without discrimination to all persons entitled to the use of said automobile parking facilities.

7. Control of Common Areas. Landlord shall at all times have the sole and exclusive control of the Common Areas, and may at any time and from time to time during the term hereof exclude and restrain any person from use or occupancy thereof, excepting, however, bona fide customers, patrons and service-suppliers of Tenants who make use of Common Areas in accordance with these Rules. It shall be the duty of each Tenant to keep all Common Areas free and clear of any obstructions created or permitted by such Tenant or resulting from such Tenant's operation. Any cost to keep all Common Areas free and clean incurred by Landlord as a result of Tenant's operation will be billed back to said Tenant.

8. Prohibited Advertising. No Tenant shall affix or maintain upon the glass panes and supports of the show windows (and within 12 inches of any window), doors and the exterior walls of its Premises, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except such as shall have first received the written approval of Landlord. No Tenant shall affix any sign to any roof of the Shopping Center. In addition, no advertising medium shall be utilized by any Tenant which can be heard or experienced outside

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Tenant's Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios or television. No Tenant shall display, paint or place or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to such Tenant or to any other person; nor shall any Tenant distribute, or cause to be distributed, in the Shopping Center, any handbills or other advertising devices, and such Tenant shall pay to Landlord the cost and expense necessary to remove any such unauthorized material from the Shopping Center.

9. Hours of Operation. Tenant shall open the Premises for business to the general public no later than 10:00 a.m. and continuously remain open for business throughout the day until 5:00 p.m., Monday through Friday; provided, however the Premises may remain open on Sundays and/or national holidays if Tenant so elects and if such opening shall not be in violation of applicable law. Tenant shall use for non-selling purposes only such space in the Premises as is required for Tenant's business therein, and shall use no space in the Premises to serve the business of Tenant at other locations. Tenant shall warehouse, store or stock in the Premises only such goods and merchandise as are reasonably required for sale at, in or from the Premises.

10. Approval of Signs. Each Tenant shall not less than thirty (30) days prior to fabrication of any sign submit three (3) copies of drawings of such sign to Landlord for approval. Such drawings must include location, size and style of lettering, color, material, type of illumination, installation details, color selections and logo design. Approval of such sign by Landlord will not be unreasonably withheld or delayed, and will be based upon the standards set forth below. In any event, all signs must also be approved, if necessary, by the appropriate governmental agency prior to fabrication, and all permits for signs and their installation shall be obtained and paid for by the Tenant.

In no event shall any sign be approved by Landlord if the size, location, design, color, texture, lighting and materials or such sign detracts in any way from the design of the Shopping Center and the surrounding properties.

a. Signs shall consist of internal illuminated individual letters with flat plastic faces in metal retainers mounted to aluminum or channellume type letters. Signs shall have no audible, flashing or animated figures. Signs shall be mounted on a raceway painted to match the building.

b. Letters shall be five inches (5") deep, fabricated from aluminum, channellume or sheet metal, .900 aluminum or with welded joints, mechanically finished to a satin texture with a baked on enamel finish or a Dur-a-Pox paint finish. All sign lettering shall have a Gold Jewel Lite trim. All store front signs, including plexiglass signs, shall be fabricated of material with a matte finish.

c. No facia sign or wall sign shall exceed 30% of the total facia or signable area, excluding windows and storefront area. Letter sizes shall be governed by the amount of signable area used. In no event shall any sign be less than eight feet (8') above the ground as measured to the lowest edge of the sign. No sign may project higher than the height of the structure to which it is attached.

d. Logo signs will be considered provided that they are a nationally registered trademark or identification sign. Landlord shall review all logo designs for final approval and compliance. The logo sign shall be considered part of the allowable 30% signed area.

e. Vertical copy of signs projecting perpendicular to any building are not permitted.

f. Manufacturer's decals, hours of business, telephone number, etc. are limited to a total of 144 square inches per single door entrance. No "sale" signs, special announcements, et cetera shall be permitted on exterior or interior glass; such advertising material must be set back at least twelve inches (12") from glass surface and suspended from the ceiling.

g. Advertising devices such as attraction boards, posters, banners and flags shall not be

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permitted.

h. Painted, flashing, animated, audible, revolving or similar signs that create the illusion of animation shall not be permitted.

i. Exposed bulb signs shall not be permitted.

j. No sign may include the product sold except as part of the Tenant's name or insignia.

k. The Tenant's name and address may be applied to that Tenant's non-customer door, if any, for receiving merchandise, as directed by Landlord and in two-inch (2") high block letters.

l. If required by the U. S. Postal Service, the Tenant may install on the storefront the number only for the street address of size, type, color and location determined by Landlord.

11. Construction of Signs.

a. The Tenant is required to obtain any and all building and electrical permits.

b. Location of all openings for conduit or sign panels of building walls shall be indicated on drawings submitted to Landlord for approval.

c. All mounting holes must be sealed off and touched up after installation, and the Tenant's Premises must be left free of debris.

d. The Tenant is responsible for the actions of its sign contractor.

e. Letter fastening and clips shall be concealed and shall be of galvanized, stainless or aluminum metals.

f. Electric service to signs shall be included in the Tenant's metered service and shall include an automatic timer to illuminate the sign. No exposed raceway, crossovers, transformers or conduit will be permitted, except for stubout through the wall. All signs shall use P.K. Housings and bear U.L. label, and installation of each sign shall comply with all local building codes and electrical codes.

g. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance, which shall be placed in an inconspicuous location and manner.

h. Design, layout and material for Tenant signs shall conform in all respects with the design drawings provided by Tenant. The height and dimensions for letters in the body of the signs shall be pursuant to approved plans and specifications.

i. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent finish.

j. All signs shall be constructed and installed, including electrical hook-ups, at the Tenant's expense.

k. This sign criteria may be changed to reflect the code of governing bodies involved.

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EXHIBIT E

Guaranty of Lease

LANDLORD: Columbine Center Partners, LLC.

TENANT: Rancho La Playa, LLC.

LEASE: Shopping Center Lease dated 2013, between Landlord and Tenant,

GUARANTOR: Lila Fernandez and Ramon Rodriguez.

DATE: ______________

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantor assures Landlord of full performance of the Tenant's obligations under the Lease. Guarantor is willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for other good and valuable consideration, whose receipt and adequacy are acknowledged by Guarantor:

1. Guarantor unconditionally guaranties to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease. Guarantor waives notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of its obligations under the Lease, then upon Landlord's request, Guarantor will perform Tenant's obligations under the Lease.

2. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without affecting the obligations of Guarantor under this Guaranty.

3. The obligations of Guarantor under this Guaranty will not be released by Landlord's receipt, application or release of security given for the performance of Tenant's obligations under the Lease, nor by any modification of the Lease. In case of any such modification, the liability of Guarantor will be deemed modified in accordance with the terms of any such modification.

4. The liability of Guarantor under this Guaranty will not be affected by (a) the release or discharge of Tenant from its obligations under the Lease in any creditors' receivership, bankruptcy or other proceedings, or the commencement or pendency of any such proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor: (a) waives any right to subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligation of Guarantor under this Guaranty; (b) waives any other right which Guarantor may have against Tenant by reason of any one or more payment or acts in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any

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holdover term following the term or any such extension or renewal.

7. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.

8. This Guaranty represents a guaranty of payment and not of collection. Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantor without proceeding against Tenant or anyone else obligated under the Lease.

9. Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.

10. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty.

11. This Guaranty shall be binding upon Guarantor's heirs and personal representatives, and shall not be extinguished by the death of Guarantor

Guarantor has executed this Guaranty as of the date first indicated above.

GUARANTOR(S):

Lila Fernandez

Lila Fernandez

Ramon Rodriguez

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was executed before me this 11th day of September, 2013, by mark moore.

Witness my hand and official seal.

Notary Public

My commission expires 6/12/2017

MARK A MOORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134036965
My Commission Expires June 12, 2017

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EXHIBIT F

Restrictions on Use of
the Shopping Center

Notwithstanding anything to the contrary in the Lease, Tenant's use of the Premises, or any portion thereof, shall not violate any of the use restrictions set forth below. These use restrictions shall not be construed to expand Tenant's Permitted Use of the Premises. These use restrictions shall not limit Landlord's right to sell or lease portions of the Shopping Center for the uses set forth below.

1. In no event shall any use of the Premises be made or operation conducted thereon which use or operation is obnoxious to a first-class shopping center, including the following:

a. any public or private nuisance;

b. any noise or sound which is routine to the operation of a business on the Premises that is objectionable due to intermittence, beat, frequency, shrillness or loudness;

c. any obnoxious odor which is routine to the operation of a business on the Premises;

d. any noxious, toxic, caustic or corrosive fuel or gas which presents a hazard to the safety of persons on the Premises or the Shopping Center;

e. any unusual fire, explosive or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

f. any manufacturing (except in connection with and incidental to Tenant's retail sales on Premises), distillation, refining, smelting, agriculture or mining operation;

g. any mobile home or trailer court, labor camp, junk yard, stock yard or animal-raising shop that boards animals;

h. any dumping, disposal, incineration, reduction of garbage or refuse (other than pursuant to the normal operation of a business within a first-class shopping center);

i. any fire or bankruptcy sale or auction house operation;

j. any automobile sales, leasing or display, including body repair facilities;

k. any living quarters, sleeping apartments or lodging rooms;

l. any mortuary;

m. any adult bookstore selling as its primary product pornographic material (as that term is understood by the general public and not necessarily as defined by law);

n. any trailer rental;

o. any auditorium or convention center;

p. any second-hand, Army, Navy or governmental surplus store; and

q. any drilling or other work for removal of subsurface substances.

2. In no event shall the following specific uses be carried on upon the Premises:

a. bowling alley;
b. skating rink;
c. theater;
d. amusement park;

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e. carnival;
f. meeting hall;
g. banquet facility;
h. entertainment facility;
i. disco or other dance hall;
j. sale, repair or storage of cars, boats, trailers or mobile homes;
k. video or other game parlor;
l. pool hall;
m. billiard parlor;
n. amusement center;
o. off-track betting;
p. flea market;
q. massage parlor; or
r. auditorium.

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EXHIBIT G

Additional Provisions

Within 14 business days after execution of the lease by all parties and delivery of a signed copy to tenant, tenant shall apply for and pay the cost of obtaining a liquor license. Tenant shall have the option to be open for business prior to obtaining their liquor license. In the event Tenant is unable to obtain the license within 4 months from the Lease Execution Date, Tenant, at their sole option, may terminate the lease by giving Landlord written notice of their intent to do so. Within 30 days after receipt of Tenant's notice to terminate the lease, Landlord shall refund the full amount of Tenant's Security Deposit and any prepaid rent.

Should Wal-Mart close their location within the Shopping Center and no other equivalent retail store has committed to take over the Wal-Mart space within 6 months of Wal-Mart's closing, and Tenant can provide Landlord proof that their sales have decreased by 25% or more after the date of Wal-Mart's closing, then Landlord agrees to reduce Tenant's Base Rent by the percentage that Tenant's sales have decreases, but in no event less than $12.00/sf NNN, until such time as another grocery store opens within the shopping center.

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