LEASE AGREEMENT

THIS LEASE is made and entered into this _____day of ___________, 2017 by and between ELTA QUAD HOLDINGS, LLC, a Colorado limited liability company ("Landlord"), and SIRA INC, a olorado Corporation ("Tenant").

ARTICLE 1

Basic Lease Information

ection 1.1 Defined Terms: In addition to terms defined elsewhere in this Lease, the following defined terms are used in this Lease:

(a) LANDLORD: DELTA QUAD HOLDINGS, LLC
Notice Address: 10459 Park Meadows Drive, Suite 103
Littleton, CO 80124

(b) TENANT:
Trade Name: SIRA, INC.
D.B.A. Parker Gas N' Snacks
Notice Address: 11411 S Twenty Mile Road, Suite 101
Parker, CO 80138

(c) SHOPPING CENTER: The Shopping Center is generally depicted on the site plan attached hereto as Exhibit A to this Lease which is located at the Village Market at Flatacres in Parker, Colorado, and of which the Premises, the Building and the Common Areas are a part.

(d) BUILDING: The building depicted in Exhibit A, which comprises a part of the Shopping Center and in which the Premises are located.

(e) PREMISES: 11411 S Twenty Mile Road, Unit 100, Parker, CO as cross-hatched on Exhibit A to this Lease, which premises contain approximately 2685 square feet.

(f) COMMON AREAS: Those areas of the Shopping Center defined as such in Article 8.

(g) RENT: The Base Rent plus the Additional Rent. There is no Percentage Rent or rent based on Tenant's gross income from its use of the Premises.

(h) BASE RENT:

Year 1	$7,00.00/month NNN

(i) ADDITIONAL RENT: Any amounts which this Lease requires Tenant to pay in addition to Base Rent, including, without limitation, Tenant's Share of CAM Costs, Tenant's share of Real Estate Taxes (as defined in Section 7.1), Tenant's Share of Insurance Costs (as defined in Section 13.2) and Tenant's Share of non-metered Utilities (as defined in Section 10.1).

(j) TENANTS SHARE OF CAM COSTS: NONE

(k) SECURITY DEPOSIT: $0.00

(l) BROKER: None

(m) PERMITTED USE: SIRA Inc., D.B.A. Parker Gas N' Snacks a C-store, Fuel outlet and any such uses associated with such business.

(n) PROHIBITED USES: Any use other than the Permitted Use.

If any other provision of this Lease contradicts any definition set forth in this Article, the other provision will prevail for purposes of such provisions.

Section 1.2 Dates:

(a) LEASE EXECUTION DATE: The date first set forth above.

(b) DELIVERY DATE: Landlord shall deliver the Premises to Tenant at a mutually agreed time within 30 days of the Lease Execution Date. Tenant is accepting the Premises **"as is."** Tenant agrees that all terms and provisions of this Lease shall be in effect commencing on the Delivery Date.

(c) RENT COMMENCEMENT DATE: April 1, 2017

(d) TERM: Any partial month starting on the Rent Commencement Date plus 12 months from the first day of first month after the Rent Commencement Date.

(e) LEASE YEAR: Each period of 12 consecutive calendar months within the Term, with the first Lease Year commencing on the first day of the first month after the Rent Commencement Date.

ARTICLE 2

Grant and Term

Section 2.1 Demised Premises. In consideration of the rents, covenants, and agreements on the part of Tenant, Landlord hereby leases and demises unto Tenant the Premises. Landlord reserves unto itself the roof and exterior walls of the Building and the right to reasonably place in the Premises (in such manner as to not interfere with Tenant's use of the Premises) utility lines, pipes, and the like to serve premises other than the Premises, and to replace, maintain, and repair such utility lines, pipes, and the like in, over, and upon the Premises. Tenant agrees that the floor area of the Building and the Base Rent, Additional Rent and Tenant's Share of CAM Costs as those terms are defined in Section 1. 1 above, may be recalculated using BOMA standards prior to Tenant's acceptance of the Premises, in the event that the Building, Shopping Center and/or the Premises are re-measured such re-measurement must take place prior to the delivery date, and it is determined that the total number of square feet of rentable floor area in improvements constructed in the Shopping Center and/or the floor area of the Premises differs from those in effect on the Rent Commencement Date.

Section 2.2 Shopping Center and Ground Lease. Landlord currently subleases the Shopping Center from Flatacres Marketcenter, LLC in accordance with that certain Ground Lease dated as of January 29, 2003, a copy of which has been delivered to Tenant (the "Ground Lease"). The Shopping Center is also subject to the Operation and Easement Agreement among Kohl's Department Stores, Inc., Flatacres Marketcenter, LLC, and Denver Pope Family Limited Partnership recorded on October 25, 2002 at Reception No 2002112473 in the real property records of Douglas County, Colorado, a copy of which has been delivered to Tenant ("OEA"). This Lease is in all respects subject to the terms and provisions of the Ground Lease and the OEA and to all modifications, amendments, and revisions thereof.

Section 2.3 Supplemental Agreement and Commencement Certificate. In order to place in writing the exact dates of commencement and termination of the term of this Lease, the parties shall, as soon as practicable after the Rent Commencement Date, execute a supplemental agreement and commencement certificate (a sample of which is attached hereto as Exhibit B) to become a part hereof, setting forth the commencement and termination dates of the term of this Lease.

ARTICLE 3

Rent

Section 3.1 THIS SUBSECTION LEFT INTENTIONALLY BLANK.

Section 3.2 Base Rent. On the 1st of each month, in advance, Tenant agrees to pay to Landlord at the office of Landlord or at such other place as Landlord may designate in writing, without notice, offset, or deduction of any kind whatever, monthly Base Rent as set forth in Section 1.1 (h) above. Base Rent for any partial month in the Term shall be prorated based on the actual number of days in such calendar month.

Section 3.3 Re-measurement. In the event that Landlord elects to re-measure the Premises as set forth in Section 2.1 herein, the Base Rent and Tenant's Share of CAM Costs shall be recalculated on the basis of the new square footage of the Building and the Premises as is determined as a result of such re-measurement.

Section 3.4 Additional Rent. On the 1st of each month, in advance, Tenant agrees to pay to Landlord at the office of Landlord or at such other place as Landlord may designate in writing, without notice, offset, or deduction of any kind whatever, monthly Additional Rent.

Section 3.5 Past Due Base Rent and Additional Rent. If Tenant shall fail to pay when due any Base Rent or Additional Rent; such unpaid amounts shall bear interest from the date they are due to the date of payment at 12% per annum (the "Default Interest Rate") Further; in the event any undisputed rents or other undisputed amounts owing under this Lease are not paid within 5 business days after the same are due and payable, Landlord and Tenant agree that Landlord will incur additional administrative expenses, the amount of which will be difficult if not impossible to determine. Accordingly, Tenant shall pay the Landlord an additional, one-time late charge for any late payment in the amount of $50.00. Any undisputed amounts paid by Landlord to cure any defaults of Tenant under this Lease, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within 5 business days of demand by Landlord, thereafter bear interest at the Default Interest Rate.

ARTICLE 4

Tenant Improvements

Section 4.1 Condition of Premises; Landlord's Work and Warranties. Tenant accepts the Premises in "AS IS" condition as of the date of execution of this Lease. Tenant acknowledges that Landlord is not obligated to perform any additional construction or other work in the Premises prior to the Delivery Date. Landlord warrants that as of the date of execution of this Lease, the Premises, and the structural elements, roof and building systems of the Building and the Shopping Center and heating and air conditioning system, plumbing, hot water heater and electrical systems servicing the Premises are in good working order, of sound condition and in compliance with all applicable federal, state, and local codes.

Section 4.2 Tenant's Work. Tenant's improvement of the Premises, including all finish work and installation of trade fixtures and furnishings, required to make the Premises suitable for Tenant's occupancy and operation of its business therein, shall be referred to herein as "Tenant's Work." The Tenant's Work shall be performed under the terms of Exhibit B attached hereto and incorporated herein by reference.

Tenant shall make timely application for all licenses, permits, or other authority required for the lawful operation of Tenant's business in the Premises using all commercially reasonable methods. In the event such authority is denied due to Landlord's negligence, Landlord shall correct such problem within ten (10) days. Tenant will have the right to terminate the Lease if it is unable to obtain all permits, variances and governmental approvals needed for the lawful construction and operation of its business. **In addition, if it is determined that Tenant will be required to install or utilize a grease trap in order for Tenant to operate in the Premises, Tenant will have the right to terminate the Lease.**

ARTICLE 5

Use of Premises

Section 5.1 Use of Premises. During the Term, the Premises shall be used solely for the Permitted Use as defined in Section 1.1 (m) above and for no other purpose. Tenant may not change the Permitted Use of the Premises except with the express prior written consent of Landlord which may be granted or denied in Landlord's sole and reasonable discretion, and such consent is not to be unreasonably withheld, conditioned or delayed. Tenant covenants to, and it is the essence of this Lease that Tenant intends to continuously operate the business in the Premises during the entire Term. The business will be operated in a first-class manner and shall be open for business at least at such hours and on such days as are standard for convenience store locations in similar areas.

Section 5.2 Exclusive Use. Landlord agrees not to lease any space to a tenant, regardless of retail or restaurant designation, within the Shopping Center, including all out lot tenancy, nor allow any of its current tenants, including temporary vendors, to offer, sell or provide sandwiches of any kind, pre-made or made to order, for on or off premises consumption. Tenant will waive its exclusive rights hereunder for any full service/table service restaurant of over 4000 square feet located in the Stopping Center and hereby waives its exclusive rights hereunder with regard to the menu offerings of tenant Yutaka, LLC as of the Lease Execution Date. Landlord will be permitted to continue the sale of pre-packaged sandwiches and grilled hot dog and similar products in the convenience store currently being operated in the Shopping

Center by the Landlord and such sales shall be permissible in a future lease of the convenience store so long as any such future tenant is prohibited from on-site preparation and sale of deli and gourmet sandwiches, from subleasing lo a sandwich retailer competing with Tenant and from operating a "co-branded" sandwich shop within the convenience store.

Section 5.3 Compliance. Tenant shall at all times maintain and conduct its business, insofar as the same relates to Tenant's use and occupancy of the Premises, in a lawful manner, and in strict compliance with the Ground Lease, the OEA, and any maintenance and/or easement agreement of record, all governmental laws, rules, regulations, and orders and provisions of insurance underwriters applicable to the business of Tenant conducted in and upon the Premises, including those with respect to storage, handling, discharge, and transport of any pollutant, containment or hazardous, toxic or dangerous substance.

Section 5.4 Odor Control, Inspection, and Exhaust. Landlord and Tenant acknowledge that the operation of a convenience store may generate odors. Tenant shall ventilate the Premises in such manner as to not materially disturb the other tenants of the Building.

Section 5.5 Affirmative Covenants of Tenant Relative to Usage of Premises. Tenant hereby covenants and agrees:

(a) To the extent reasonably possible, to keep the sidewalks in front of and around said Premises free from ice and snow, and said sidewalks, service, and/or loading areas for the Premises free from all litter and obstructions generated by Tenant, and not to display merchandise on sidewalks or other public areas; and

(b) To keep said Premises clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction, and neither to permit nor suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

ARTICLE 6

Maintenance and Repairs

Section 6.1 By Landlord. Landlord shall be responsible, at its expense, for the repair and maintenance of the roof, exterior walls, (except doors, glass, and glass windows), structural portions and foundation, all common service pipes, lines, and mains leading to and from the Premises; and sprinkler systems at the Shopping Center and Premises. If required by any governmental authority, Landlord shall be responsible, at its sole cost and expense, for compliance with the Americans with Disabilities Act for the Shopping Center and its common areas, including gutters, downspouts, provided, however, if the damage thereto was caused by any act or negligence of Tenant, its employees, agents, licensees, invitees customers or contractors, to the service pipes, lines and mains exclusively serve the Premises, Landlord shall perform all repairs and maintenance thereto at Tenant's sole cost and expense. Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or other improvements or repairs of any kind upon or within the Premises except as may be expressly required in this Lease. In the event of Landlord's failure, after fifteen (15) days following written notice from Tenant, to commence and pursue the completion of the required repairs to the Demised Premises, which are Landlord's express obligation, Tenant may, but shall not be obligated to, make such repairs as are necessary on Landlord's behalf. Landlord shall reimburse Tenant for all reasonable and actual costs and expenses incurred by Tenant within ten (10) days following receipt of notice and evidence of payment of such expenses.

Section 6.2 By Tenant. Tenant agrees that from and after the Delivery Date until the end of the Term, it will be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the Premises other than those specifically required to be performed by Landlord in Section 6.1, including but not limited to the interior and exterior portions of all doors, windows, plate glass, and show cases surrounding the Premises; the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by Tenant or Landlord. All work in the Premises shall be performed by Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to such reasonable requirements as Landlord may impose, provided that any such reasonable requirements have been provided to Tenant in writing and prior to any such work being initiated. Landlord shall have the right to post the Premises with a notice of a non-liability in connection with any such work performed by or on behalf of Tenant, provided that any such notice does not waive any of Tenants rights at equity or law in the event of Landlord's negligence. Tenant shall provide to Landlord written lien waivers from all persons, including subcontractors and material men, performing work at the Premises.

Section 6.3 HVAC Maintenance. Tenant shall be responsible only for quarterly maintenance of the HVAC servicing the Premises. Any repairs or replacement of said HVAC shall be the responsibility of the Landlord unless due to the gross negligence or willful misconduct of Tenant, its employees, its customers or its invitees.

Section 6.4 Access to Premises. Tenant covenants and agrees to permit Landlord upon 24 hours notice to enter the Premises to examine and inspect the same or, if Landlord so elects, to perform any obligations of Tenant hereunder which Tenant shall fail to perform (in which event Landlord shall be entitled to charge Tenant the cost of such items plus 5% for overhead, due from Tenant upon presentation of an undisputed bill therefore) or to perform such cleaning, maintenance, janitorial services, repairs, additions, or alterations as Landlord deems reasonably and verifiably necessary or proper for the safety, improvement, or preservation of the Premises or of other portions of the Shopping Center or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law. Any such reasonable reentry shall not constitute an eviction or entitle Tenant to abatement of rent. Landlord shall be responsible for all damages resulting from the acts of its representatives, agents and contractors during any entry and Landlord shall promptly restore the Demised Premises to its condition as existed prior to such entry.

Section 6.5 Surrender of Premises. At the expiration of the Term, or any earlier termination of the Lease, Tenant shall surrender the Premises in substantially the same condition as existed upon the completion of all Tenant's Work, ordinary wear and tear excepted and Tenant shall remove all of its furniture, trade fixtures and equipment not attached to the Premises or other of Tenant's personal property. In the event Tenant fails to vacate the Premises on a timely basis as required, Tenant shall be responsible to Landlord for all reasonable and customary costs incurred by Landlord as a result of such failure, including, but not limited to, any undisputed amounts required to be paid to third parties who were to have occupied the Premises. All furniture, trade fixtures and equipment not attached to the Premises, or other of Tenant's personal property, not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed at otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefore; and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of such property. Tenant's obligation hereunder shall survive the expiration or other termination of this Lease.

ARTICLE 7

Taxes

Section 7.1 Landlord's Responsibility. Subject to reimbursement as provided in Article 9 and Section 7.2 below, Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental and quasi-governmental charges levied, assessed or imposed on Landlord, including under the Ground Lease, and all improvements constructed thereon (including Common Areas located thereon (as hereinafter defined)), all assessments for local improvements, if any, attributable to Landlord under the Ground Lease, and any new taxes which may be levied or assessed on Landlord based upon gross rentals in lieu of or in addition to the current real property taxes (hereafter, collectively the "Real Estate Taxes"). Landlord shall pay the Real Estate Taxes before they become delinquent, provided, however, if authorities having jurisdiction assess Real Estate Taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Colorado, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened.

Section 7.2 Taxes as Additional Rent. Tenant shall pay during each Lease Year during the Term, as Additional Rent, Tenant's Share of all of the above-described Real Estate Taxes in the manner set forth in Section 9.3 below.

Section 7.3 Other Taxes. Tenant shall pay all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the Premises, and sales and similar taxes upon Tenant's goods and services sold at the Premises and also general license or franchise taxes and rent taxes, if any, which may be required for the conduct of Tenant's business.

ARTICLE 8

Common Areas and Maintenance Thereof

Section 8.1 Common Areas. Landlord hereby grants to Tenant the non-exclusive right to use the Common Areas, as hereinafter defined, subject to the following conditions:

(a) The Common Areas shall be used by Tenant, its agents, employees, customers, and invitees, in common with agents, employees, customers, and invitees of Landlord and the other owners, occupants, and tenants from time to time in the Building;

(b) Tenant's right to use the Common Areas shall terminate upon the termination of this Lease by lapse of time or otherwise;

(c) Tenant shall make no use of the Common Areas which shall unreasonably interfere in any way with the permitted use of the Common Areas by others, provided that the permitted use of the Common Areas by others does not unreasonably interfere in any way with Tenant's use of the Common Areas.

(d) Subject to the provisions hereof, Landlord shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Building, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any such other acts in and to the Common Areas as they may deem desirable to improve the convenience thereof (collectively, "Common Area Changes"), provided, however, that in the event that Tenant contends that any such installation and construction of the Common Area Changes, or any such Common Area Changes negatively impact Tenant's ability to do business as provide hereunder, that Landlord will work in good faith with Tenant to determine a way to adjust any such Common Area Changes in order to eliminate or decrease the negative impact of the Common Area Changes on Tenant.

(e) Use of all parking areas or other Common Areas shall be subject to the reasonable and customary rules and regulations from time to time approved by Landlord and provided to Tenant in writing.

The "Common Areas" as used herein shall mean and refer to all of the following to the extent they are located in the area leased by Landlord under the Ground Lease, access drives through the Shopping Center, parking areas; sidewalks; canopies; streets; passenger vehicle roadways; truck roadways; loading platforms, and stairs not contained in stores; public and common washrooms; lounges and shelters; and any other facilities available for common use by all tenants and occupants of space in the Building and their employees, agents, customers, licensees, and invitees, as they may from time to time exist during the Term. Landlord reserves the right to prevent the acquisition of public rights in such areas, to restrict the area around the service pumps and the restaurant drive-through lane, and to discourage non-customer parking. The manner in which Common Areas shall be maintained and operated and the expenditures therefore shall be at the sole discretion of Landlord.

Section 8.2 Parking Area and Lighting. Subject to reimbursement of the costs thereof in the form of Additional Landlord shall maintain the parking areas existing in the Shopping Center, including the lighting thereof, in good repair and clean condition, reasonably clear of ice and snow, at all times during the Term. Landlord, agrees that Tenant may, during the Term, with others, have the non-exclusive right to use the parking areas depicted on Exhibit A for the accommodation and parking of such automobiles of Tenant, its officers, agents, and employees, and customers while shopping at the Building; but it is understood and agreed that Landlord shall have the right to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and areas and to rearrange and relocate parking areas so long as adequate parking for the Building is maintained, Tenant agrees to cause its employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located in the Shopping Center and not adjacent to the Building, provided the same are within a reasonable distance of the Premises.

Section 8.3 Tenant's Exclusive Right to Use Certain Common Areas. Tenant shall have the exclusive right to use portions of the Common Areas as follows.

(a) Outdoor Seating: Subject to local government approval, Tenant may set up outdoor sealing in a mutually agreeable location at no additional rent so long as Tenant keeps area reasonably clean and clear of waste generated by Tenant or Tenant's business at its own expense.

ARTICLE 9

Common Area Maintenance Costs

Section 9.1 Common Area Maintenance Costs Defined. "Common Area Maintenance (CAM) Costs" shall mean all costs and expenses of any kind or nature which are necessary, and are customarily incurred by Landlord for the operation and maintenance of the Building and Common Areas arising out of Landlord's obligation to maintain and repair under this Lease and the Ground Lease, or which are reasonably ID be determined by Landlord appropriate for the best interests of the Building, including, without limitation, all costs and expenses of operating, maintaining, repairing, replacing, lighting, cleaning, painting, striping, and policing the Building and all Common Areas and all improvements thereto (including cost of uniforms, equipment, and all employment taxes); costs of utilities for the Common Areas; costs of all roof repair, costs of all supplies; insurance premiums, (and any deductible amounts paid by Landlord) for liability insurance for personal injury, death, and property damage; costs of worker's compensation insurance (and any deductible amounts paid by Landlord) covering personnel and fidelity bonds for personnel; costs of insurance (and any deductible amounts paid by Landlord); costs for removal of snow, ice, and debris; costs and expenses of replacement of paving, curbs, walkways, landscaping, drainage, and lighting facilities for the Common Areas; costs and expenses of planting, replanting, and replacing flowers and shrubbery and planters;; administrative costs on CAM Costs not to exceed 15% of CAM Costs, and fees and assessments imposed under the OEA. CAM Costs shall not include: Real Estate Taxes as defined in Article 7; Insurance Costs as described in Article 13; costs of work performed exclusively for any other tenant in the Building other than work of a kind and scope which Landlord would be obligated to provide to all tenants; leasing commissions and other expenses attributable solely to leasing of space in the Building, costs of repairs or rebuilding necessitated by condemnation; costs of the maintenance and repairs required to be performed by the Landlord under Section 6.1 above, and costs of capital improvements except such capital improvements which otherwise reduce overall CAM Costs; or depreciation on the Building, except as expressly provided above.

Section 9.2 Determination of Tenant's Share of Costs. During the Term and any extension thereof, Tenant will pay to Landlord the Tenant's Share of CAM Costs, Real Estate Taxes and Insurance as hereafter provided. Tenant's Share shall be computed by arriving at a fraction, the numerator of which shall be the number of square feet of floor area in the Premises, and the denominator of which shall be the aggregate square feet of rentable floor area in all space within the Building. Such fraction shall then be multiplied by the total CAM Costs, Real Estate Taxes and Insurance Costs, respectively, to determine Tenant's Share thereof.

Section 9.3 Payment of Additional Rent. For each calendar year, Landlord shall make a reasonably accurate estimate of the CAM Operating Costs, Real Estate Taxes, Insurance Costs and the costs of common utilities for Shopping Center and Building for that year ("Yearly Estimated Costs").

Commencing with the Rent Commencement Date and each month thereafter during the Term when Base Rent is due, Tenant shall pay in advance each month as Additional Rent 1/12th of its share of the Yearly Estimated Costs. As soon as practicable, following the end of each calendar year during the Term, including the first and last calendar years, Landlord shall notify Tenant of the actual amount of Tenant's Additional Rent and the estimated amount actually paid by Tenant during the calendar year just completed, if any, and the Yearly Estimated Costs for the current calendar year . If, at the end of any calendar year, Tenant's actual Additional Rent exceeds, or is less than, the estimated amount paid by Tenant during the calendar year just completed, Tenant shall pay to Landlord within 30 days following Landlord's notice to

Tenant, or Landlord shall pay to Tenant, as the case may be, such amounts as are necessary to correct the discrepancy within 30 days of Landlord's discovery of such discrepancy. The monthly payment of the estimated Additional Rent shall be paid at the same time and place as the Base Rent. For convenience, Tenant may include payment of its estimated Additional Rent Pro Rata Share and any other charges, if any, payable under the terms of this Lease and the Base Rent in one check, provided all said charges and said rent are separately shown thereon.

Landlord shall also furnish to Tenant, at Tenant's request, back-up invoices, receipts and such other data as shall be reasonably necessary to permit Tenant to verify such costs and expenses. Landlord shall keep separate books of account and records covering all Common Area costs for two (2) years after the close of each calendar year. Tenant and its duly authorized representatives shall have the right to audit and inspect Landlord's books and records relating to Common Area costs at reasonable times within the two (2) years following the end of the applicable calendar year, upon thirty (30) days prior written notice to Landlord (but not more that once per calendar year). If Tenant's inspection of such records shall disclose that Tenant's aggregate monthly payments on account of common area costs are greater than Tenant's proportionate share of common area costs by more than three percent (3%), Landlord shall pay to Tenant, within five (5) days after demand from Tenant, (a) the costs of said inspection and audit, and (b) an amount equal to the amount so overcharged to Tenant.

9.4 Limitation on Annual Increases in Additional Rent. Landlord will provide an annual non-cumulative cap on controllable operating expenses at 4% per year. Controllable operating expenses would be those which are reasonably controllable by Landlord, and would specifically exclude real estate taxes, insurance, utilities, and snow/ice removal. Tenant will not be responsible or pay for any increase in taxes resulting from the sale or transfer of ownership of the Premises or Shopping Center.

ARTICLE 10

Utilities

Section 10.1 Charges. Tenant shall pay for all utility services, including gas electricity, domestic water, sanitary and storm sewer, and all other utility services furnished to Tenant for use in the Premises, costs of increasing the electrical capacity to the Premises on the date of execution of this Lease, and for any costs incurred as a result of requirements of any governmental or quasi-governmental agency (collectively, "Utilities"). If any such services are not separately metered, Tenant shall pay its proportionate share thereof as reasonably determined by Landlord based upon the number of tenants who use such services and the type of business in which each such tenant is engaged. If the Premises is located in a building that utilizes a central HVAC system for heating and cooling, then Tenant shall pay its proportionate share (based on the relative square footage of space in the Premises compared against the total square footage served by such system) of all utility charges and maintenance related to the operation of such system. Tenant shall pay all such amounts in the manner set forth in Section 9.3 above. There shall be no abatement or deduction from rent for any interruption of utility services for reasons other than Landlord's negligent or willful acts.

ARTICLE 11

Signage and Alterations

Section 11.1 Signs. Tenant shall not elect any exterior sign or any interior window or door signs without first obtaining the written consent of Landlord, including the storefront signage, such consent not to be unreasonably withheld, conditioned or delayed. All signage which is visible from the exterior of the Premises shall be subject to applicable law and the OEA. All signage shall also conform to the requirements of the petroleum franchisor, should one be selected. Tenant will supply Landlord with a copy the franchisor's effective signage specifications and said specifications shall be attached to this lease as an addendum exhibit.

Section 11.2 Alterations. Any alteration or change to the Premises may be made only with Landlord's prior written consent following Landlord's review and approval of plans and specifications for such alterations. All alterations or changes which Tenant has the right to make hereunder or is permitted to make shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, free of any liens for labor and materials and subject to reasonable requirements Landlord may impose, including but not limited to, maintenance by Tenant of adequate liability and workmen's compensation insurance. It is understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures Landlord agrees to cooperate with Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this Section 11.2 without expense to Landlord. Tenant will not alter the exterior of the Premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the Premises which would verifiably impair the structural soundness or diminish or increase the size thereof; without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. All alterations or changes Tenant may make in the Premises shall be the Tenant's responsibility to maintain, repair and insure in the manner set forth in this Lease. All alterations and permanent fixtures installed in the Premises, including, by way of illustration and not by limitation, all partitions, paneling, carpeting, drapes or other window covering, and light fixtures (but not including movable furniture or fixtures not attached to the Premises), shall be deemed a part of the real estate and the property of the Landlord and shall remain, upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term, or any extension thereof; whether by lapse of time or otherwise, unless Landlord by notice given to Tenant no later than 30 days prior to the end of the Term shall elect to have Tenant remove all or any of the alterations, and in such event, Tenant shall promptly remove at Tenant's expense the alterations specified by Landlord and return the Premises to the condition prior to the making of the same, reasonable wear and tear excepted.

ARTICLE 12

Public Liability Insurance

Section 12.1 Tenant's Liability Insurance. Tenant shall, during the Term, keep in final force and effect a policy of commercial general public liability insurance (including liquor law liability coverage for bodily injury, death, and property damage arising out of the sale or consumption of alcoholic beverages on the

Premises, if allowed by Tenant's Permitted Use) with personal injury and property damage liability limits in an amount not less than One Million Dollars ($1,000,000.00). The policy shall name Landlord as an additional insured, name Tenant as an insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice. The insurance shall be in an insurance company approved to do business in Colorado, and a copy of the policy or evidence of insurance, in form reasonably approved by Landlord, shall be delivered to Landlord.

Section 12.2 Indemnification of Landlord. Subject to Section 13.4, Tenant will indemnify, defend and save harmless Landlord, Landlord's managing agent and Landlord's mortgagees from and against any and all claims of third parties, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property arising from any breach of this Lease by Tenant, arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, the Common Areas, or arising wholly or in part by any act or omission of Tenant, its agent, employees, contractors, sub lessees, concessionaires, or licensees, except to the extent caused by the act or neglect of Landlord, its agents or employees. Without limiting the generality of the preceding sentence, this indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Premises by Tenant, its agents, employees, contractors, sub lessees, concessionaires, or licensees, and shall also apply to Tenant's use or occupancy of the Premises during construction and during the installation of its fixtures and equipment even though such occupancy may be prior to the Commencement Date.

Section 12. 3 Indemnification of Tenant. Subject to Section 13.4, Notwithstanding anything to the contrary contained in this Lease, Landlord shall indemnify and hold harmless Tenant from any and all third party claims arising from damage which occurs to person or property outside the Premises in the Shopping Center, except for any outdoor seating area allowed by Landlord, and except for any third party claims arising from damage caused in whole or in part by the negligence or willful misconduct of Tenant, its employees, agents or contractors.

ARTICLE 13

Casualty Insurance

Section 13.1 Insurance Coverage by Landlord. Subject to reimbursement as provided in Article 9 and Section 13.2 below, Landlord shall keep all improvements which Landlord has the obligation to maintain and repair, above foundation walls, constructed in the Building from time to time, insured against loss or damage by fire or other casualty. Such insurance coverage shall be in such amounts from such companies and on such terms and conditions, including endorsements for all risks and loss of rent as Landlord deems appropriate, from time to time.

Section 13.2 Insurance as Additional Rent. Tenant shall pay during each Lease Year during the Term, as Additional Rent, Tenant's Share, as hereinafter defined, of the costs of insurance premiums for the above-described insurance coverage required of Landlord in accordance with Section 13.1, as well as any amounts paid by Landlord as deductibles (collectively, "Insurance Costs"). Tenant shall pay Tenant's Share of such Insurance Costs in the manner set forth in Section 9.3 above.

Section 13.3 Insurance Coverage by Tenant. Tenant agrees to keep its furniture, fixtures, merchandise, equipment and all items Tenant is obligated to maintain and repair under this Lease insured against loss or damage by fire or other casualty. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise.

Section 13.4 Waiver. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property occurring on the Premises or the adjoining properties, sidewalks, streets, or alleys or in any manner growing out of or connected with Tenant's use and occupation of the Premises, or the condition thereof; or of sidewalks, streets, or alleys adjoining, caused by the negligence or fault of Landlord or Tenant or of their respective agents employees, subtenants, licensees, or assignees, to the extent that such business interruption or loss or damage to property is covetable by a standard all-risk or special form policy (including, at a minimum, fire and extended coverage insurance insuring against loss by fire, wind storm, riot, malicious mischief, vandalism, smoke, water damage, including damage caused by accidental discharge or leakage from sprinkler plumbing, heating or air conditioning systems) or a business income policy (regardless of whether such insurance is carried or not, or if so carried, payable to or protects Landlord or Tenant or both) or for which such party is otherwise reimbursed; and Landlord and Tenant each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees, and assignees, for any such loss or for damage to the property of the waiving party. Nothing contained in this section shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of Section 13.4 Each of the parties shall notify their respective insurance carriers that the foregoing waiver is contained in this Lease and shall require such carrier to include an appropriate waiver of subrogation provision in its policies.

Section 13.5 Additional Hazards. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein which shall increase the rate of insurance on the Premises, the Building, or on the other buildings located in the Shopping Center above the standard rate on said Premises. Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord, on demand, any such increase resulting therefrom which shall be due and payable as Additional Rent hereunder.

ARTICLE 14

Damage by Fire or Other Casualty

Section 14.1 Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Premises by fire or other casualty that Tenant knows has occurred.

Section 14.2 Partial Damage. Subject to Section 14.4 below, if during the Term the Premises are partially damaged (as distinguished from "substantially damaged" as defined in Section 14.6) by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall promptly proceed to commence repair of such damage and restore the Premises (other than Tenant's Work and any other alterations or improvements installed by Tenant) to substantially its condition at the time of such damage and including only that portion of Landlord's Work to the extent insurance proceeds recovered by Landlord are directly attributable to such portion of Landlord's Work Subject to zoning laws and building codes then in existence, Landlord shall complete such repairs subject to any delay which may result from any cause beyond Landlord's reasonable control, however in such event said repairs are not completed within one hundred eighty days (180) following the occurrence of said damage, Tenant shall have the right to terminate the Lease . Tenant agrees that, promptly after completion of such work by Landlord, Tenant shall proceed with reasonable diligence at its sole cost and expense to repair and restore Tenant's Work and those portions of the Premises which are Tenant's obligations to repair pursuant to this Lease and restore its fixtures and equipment and re-inventory the Premises for re-opening for business as soon as possible. Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent reasonably practicable. During the period from the occurrence of the casualty until Landlord's and Tenant's repairs are completed, Rent shall be reduced or fully abated to such extent as may be fair and reasonable under the circumstances.

Section 14.3 Substantial Damage. In case during the Term the Premises or Building shall be substantially damaged or destroyed by fire or other casualty, Landlord shall have the right, to be exercised by written notice to such effect delivered to Tenant within forty-five (45) days after the occurrence of such event, to terminate this Lease. If Landlord fails to timely give such notice of its election to terminate, this Lease shall, except as provided below, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding of the Premises (other than Tenant's Work and any other alterations or improvements installed by Tenant) to substantially their condition at the time of such damage or destruction (including as to the Premises, only that portion of Landlord's Work to the extent of insurance proceeds recovered by Landlord directly attributable to such portion of Landlord's Work), subject to zoning laws and building codes then in existence, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control Tenant agrees that, promptly following completion of such work by Landlord, however in such event said repairs are not completed within one hundred eighty days (180) following the occurrence of said damage, Tenant shall have the right to terminate the Lease. Tenant shall proceed with reasonable diligence at its sole cost and expense to repair and restore Tenant's Work and restore its fixtures and equipment and re-inventory the Premises for re-opening for business as soon as possible. If this Lease is terminated pursuant to Article 14, all Base Rent and Tenant's Aggregate Pro Rata Share shall be prorated to the date of such termination and as of such date both Landlord and Tenant shall be relieved of all further rights and obligations under this Lease except those rights and obligations which, pursuant to the terms of this Lease, survive the termination of this Lease

Section 14.4 Damage During Last Two Years of Term. Notwithstanding anything to the contrary set forth in this Lease, if the Premises or Building is damaged to the extent of twenty percent (20%) or more of the then cost of replacement during the last two (2) Lease Years of the Term, Landlord or Tenant may elect, within forty-five (45) days after the occurrence of such event, either to repair or rebuild the Premises (other than Tenant's Work and any other alterations or improvements installed by Tenant) or the Building, as the case may be, or to terminate this Lease, which termination shall be effective upon giving notice of termination to Tenant or Landlord in writing within forty-five (45) days after the happening of the event causing the damage. If either party fails to timely give such notice of termination, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding in accordance with Sections 14.2 or 14.3 above.

Section 14.5 Abatement. Tenant agrees that during any period of reconstruction or repair of the Premises, it shall continue the operation of its business within the Premises to the extent practicable. Provided that the damage or destruction is not the fault of Tenant, the Base Rent and the Additional Rent set forth in this Lease shall abate during the period from the occurrence of the casualty until Landlord's and Tenant's repairs are completed in the same proportion that the portion of the Premises rendered untenantable bears to the whole; provided, however, if the casualty is the fault of Tenant or Tenant's agents, then any such abatement of Base Rent and Additional Rent provided above shall be limited to the extent of Landlord's recovery under its rental insurance related to the Premises. There shall be no abatement of other charges provided for in this Lease.

Section 14.6 Definition of Substantial Damage. The terms "substantially damaged" and "substantial damage," as used in Article 14, shall mean and refer to damage to the Premises or the Building of such a character as cannot reasonably be expected to be repaired or restored within one hundred fifty (150) days from the time that such repair or restoration work would be commenced.

ARTICLE 15

Eminent Domain

Section 15.1 Partial or Total Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to nor shall it be entitled to any portion of any award for damages or otherwise In the event only a portion of the Premises are taken, the Lease shall cease as to the part taken and the Base Rent, Additional Rent, and other charges herein reserved, if any, shall be adjusted so that Tenant shall be required to pay for the balance of the Term that portion of the rent and other amounts herein reserved which the value of the part of the Premises remaining after condemnation bears to the value of the Premises immediately prior to the date of condemnation. The rental and other charges shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the rental herein reserved, and all other charges herein required to be paid by Tenant, without deduction. Upon such determination, Tenant shall be entitled to credit for any excess rentals paid. If, however, by reason of the condemnation there is not sufficient space left in the Premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, or the taking of parking and Common Area is so substantial as to, render the Premises unsuitable and unfit for which they were rented, then and in such event the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, nothing herein shall be construed to prevent Tenant from claiming from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its trade fixtures or moving expenses so long as any such award, if any, in no way reduces Landlord's award.

ARTICLE 16

Assignment and Subletting

Section 16.1 Consent Required. Tenant may not assign this Lease and/or sublet the Premises, or any part thereof, without in each instance obtaining the prior written permission of Landlord which may be granted or denied in Landlord's sole and reasonable discretion. Tenant shall provide Landlord with such information as Landlord reasonably requests regarding a proposed assignment and/or subletting, including financial information of the proposed subtenant or assignee, provided that if any such financial information is confidential, Landlord will sign a reasonable confidentiality agreement with the proposed subtenant or assignee. Tenant shall pay all of Landlord's costs and expenses up to $500.00 incurred in determining whether to consent to an assignment or subletting, including but not limited to, costs of reviewing and approving any related documentation and reasonable attorney's fees. The consent of Landlord to any one assignment or subletting shall not constitute a waiver of the necessity for Tenant to again obtain Landlord's consent to any subsequent assignment or subletting. If any subtenant or assignee, pursuant to any subletting or assignment in accordance with the provisions hereof is obligated to pay any amount in excess of the Base Rent and all Additional Rent required to be paid hereunder by Tenant (hereafter "excess rent"), Landlord shall be entitled to receive all excess rent. This prohibition against assigning or subletting shall be construed to include a prohibition against the transfer of all of the assets of Tenant, or any assignment or subletting by operation of law. If this Lease is assigned, or if the Premises or any part thereof by underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant, or occupant, and apply the net amount collected to the rent herein reserved, but in no such assignment, underletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease Notwithstanding anything herein to the contrary.

ARTICLE 17

Additional Construction

Section 17.1 Additions and Changes to the Building. Landlord reserves the right, at any time, to make alterations, expansions, or additions to the Building and/or to build an additional story or stories on the Building or a portion of the Building and to build buildings adjoining the same, provided, however, that such changes shall not materially alter the size of the Premises, deny reasonable ingress to and egress for the Premises, or deny reasonable parking to Tenant. In the event Landlord exercises any of its rights hereunder, such additions shall be treated, at the option of Landlord, as though they were originally a part of the Building and appropriate modifications of Tenant's Share of Common Costs, the Additional Rent and other shared expenses as set forth herein shall be made.

ARTICLE 18

Default

Section 18.1 Tenant's Default. Any one or more of the following events shall be deemed an "event of default:"

(a) Any material failure by Tenant to pay the rent or any other monetary sums required to be paid hereunder from the date such sums are due;

(b) Tenant shall verifiably vacate or abandon the Premises;

(c) This Lease or the estate of Tenant hereunder shall be transferred to or shall pass to or devolve upon any other person or party except in the manner herein provided;

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

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

(f) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant shall be instituted against Tenant, or a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceeding shall not be dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

(g) Tenant shall materially fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof is given by Landlord to Tenant, or if such performance cannot be reasonably had within such 30 day period, Tenant shall not in good faith have commenced such performance within such 30 day period and shall not diligently proceed therewith to completion;

(h) A majority of the assets of any guarantor shall be transferred out of the name of such guarantor unless consented to in writing by Landlord in Landlord's sole discretion.

Section 18.2 Remedies. If an event of default occurs Landlord shall have the right, at its election, then or at any time thereafter and while any such event of default shall continue, either:

(a) To give Tenant written notice of intention to terminate this Lease on the date of such given notice or on any later date specified therein, and on the date specified in such notice, Tenant's right to possession of the Premises shall cease and this Lease shall thereupon be terminated, except as to. Tenant's liability hereunder as hereinafter provided, as if the expiration of the term fixed in such notice were the end of the Term originally demised; or

(b) Without demand or notice, to reenter and take possession of the. Premises or any part thereof, and repossess the same as of Landlord's framer estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either; using such force for such purposes as may be necessary, without being liable for prosecution thereof without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to reenter as provided in this subparagraph (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part thereof, either alone or in conjunction with other portions of the building of which the Premises are a part, in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to re-let the Premises, or any part thereof; or for any failure to collect any rent due upon such relating. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (a) of Section 18.2, but, on the contrary elects to take possession as provided in subparagraph (b) thereof, Tenant shall pay to Landlord (i) the rent and other sums as herein provided, which would be payable hereunder if such repossession had not occurred, less (ii) the net proceeds, if any, of any re-letting of the Premises after deducting all of Landlord's expenses incurred in connection with such re-letting, including, but without Irritation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such re-letting. If; in connection with any re-letting, the new lease term extends beyond the existing Term, or the Premises covered thereby include other Premises not part of the Premises, a fair apportionment of the rent received from such re-letting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the-net proceeds from such re-letting. In addition, in determining the net proceeds from such re-letting, any rent concessions will be apportioned over the term of the new lease Tenant shall pay such rent and other sums to Landlord monthly on the days on which the rent would have been payable hereunder if possession had not been retaken and Landlord shall be entitled to receive the same from Tenant on each such day.

In the event, however, this Lease is terminated (except as provided in the Sections on casualty and condemnation), Tenant shall remain liable to Landlord for damages in an amount equal to the rent and other sums which would have been owing by Tenant hereunder for the balance of the Term, had this Lease not been terminated less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses incurred in connection with such re-letting, including, but without limitation, the expenses enumerated above. Landlord shall be entitled to collect such damages from Tenant monthly on the days on which the rent and other amounts would have been payable hereunder if this Lease had not been terminated, and Landlord shall be entitled to receive the same from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is terminated, Landlord shall be entitled to recover forth with against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination, represents the excess, if any, of the aggregate of the rent and all other sums payable by Tenant hereunder that would have accrued for the balance of the Term over the aggregate rental value of the Premises (such rental value to be computed on the basis of a tenant paying not only a rent to Landlord for the use and occupation of the Premises, but also such other charges as are required to be paid by Tenant under the terms of this Lease) for the balance of the Term, both discounted to present worth at the rate of four percent (4%) per annum.

Suit or suits for the recovery of the amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlord's election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Term would have expired had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter 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 hereafter existing at law or in equity or by statute or otherwise shall 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 hereafter existing at law or in equity or by statute or otherwise. LANDLORD AND TENANT AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF THIS LEASE AGREEMENT SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY, AND WAIVE ALL RIGHTS TO A TRIAL BY JURY. All costs incurred by Landlord in connection with collecting any amounts and damages owing from 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, shall also be recovered by Landlord from Tenant. In addition, Landlord and Tenant agree that the prevailing party in any action brought to enforce any of the terms and provisions of this Lease shall recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

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

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

Notwithstanding anything contained hereinabove in this Article to the contrary, any such proceeding or action involving bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, or appointment of a receiver or trustee, as outlined in subparagraphs (e) and (f) above, shall be considered to be an event of default only when such proceeding, action, or remedy shall be taken or brought by or against the then holder of the leasehold estate under this Lease.

In the event Landlord defaults in any of its obligations hereunder and fails to cure such default within thirty (30) days following receipt of written notice thereof from Tenant to Landlord (provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), Tenant shall be entitled to pursue all remedies at law or in equity against Landlord as a result thereof. In the event Tenant prevails in such litigation against Landlord, Landlord shall also pay all of Tenant's reasonable attorney's fees.

ARTICLE 19

Subordination or Superiority of Lease

The rights and interest of Tenant under this Lease shall be subject and subordinate to any underlying or superior financing affecting the Premises, and any other mortgages or deeds of trust that may hereafter be placed upon the Building and the Shopping Center, and to any and all advances to be made thereunder; and to the interest therein, and all renewals, modifications, replacements, and extensions thereof. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust is event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust Tenant shall execute and deliver whatever reasonable and accurate instruments may be required for such purposes

Tenant hereby agrees to attom to all successor owners of the Premises whether such ownership is acquired by foreclosure deed in lieu of foreclosure, or otherwise.

ARTICLE 20

Miscellaneous Provisions

Section 20.1 Holding Over. Tenant shall have no right to remain in possession of all or any portion of the Premises after the expiration of the Term. In the event that Tenant shall continue to occupy the Premises after the expiration of the Term and continues to pay rent, with the express or implied consent of landlord but without any express written agreement as to such holding over, then such holding over shall be deemed to be a tenancy from month to month at a rental equal to the greater of (i) one hundred twenty five percent (125%) of the Base Rent herein specified, or (ii) the Base Rent Landlord is then willing to lease the Premises to a third party plus percentage rent, if any, and all Additional Rent and upon all of the other terms and conditions herein contained except where same are not applicable. Such month-to-month tenancy may be terminated by either party upon ten (10) business days' notice prior to the end of any such monthly period. Nothing contained herein shall be construed as obligating Landlord to accept any rental tendered by Tenant after the expiration of the Lease term hereof or as relieving Tenant of its liability to surrender the Premises as provided in this Lease

Section 20.2 No Partnership. It is expressly understood that Landlord and Tenant are not partners, and Landlord has no right, title, or interest in and to the business of Tenant, and Landlord has no right to represent or bind Tenant in any respect whatsoever, and that nothing herein contained shall be deemed, held, or construed as making Landlord a partner or associate of Tenant, or as rendering Landlord liable for any debts, liabilities, or obligations incurred by Tenant, it being expressly understood that the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant.

Section 20.3 Covenant or Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease on payment of the Tenant and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably, and quietly can occupy, and enjoy the Premises during the Term without hindrance or ejection by any persons lawfully claiming under Landlord. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or, failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through, or under Tenant of any termination for any reason of Landlord's occupancy of the space from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damage.

Section 20.4 Estoppel Certificate. Tenant further agrees at any time and from time to time, upon not less than ten (10) business days' prior written request by Landlord, to execute, acknowledge, and deliver to Landlord a reasonable and accurate statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, in advance, if any, and any other matters relating to this Lease as Landlord may specify, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering the Shopping Center. Tenant's failure to deliver such statement within such time shall be an event of default under this Lease and shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) that not more than one (1) month's rent has been paid in advance; and (iv) that such other matters addressed therein are as represented by Landlord. Further; upon request Tenant will supply to Landlord a corporate resolution certifying that the party signing said statement on behalf of Tenant is properly authorized to do so.

Section 20.5 Notice to Mortgagee. After receiving written notice front any person, firm, or other entity that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Premises, so long as such mortgage is outstanding, Tenant shall be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing as is available to Landlord; and, if necessary to cure such a default, such holder shall have access to the Premises.

Section 20.6 Assignment of Rents and Leases. With reference to any assignment by Landlord of Landlord's interest in this Lease or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the Premises, Tenant agrees:

(a) That the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder, of any of the obligations of Landlord hereunder unless such holder shall, by written notice sent to Tenant, specifically otherwise elect;

(b) That, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or deed of trust or taking title in lieu thereof and the taking of possession of the Premises; and

(c) To execute such instruments as may be required to assure such holder that without the written consent of such holder (i) no rent shall be prepaid hereunder other than for the current and next ensuing month; (ii) no modifications shall be made in the provisions of this Lease nor shall the Term be extended or renewed, except as provided herein; (iii) this Lease shall not be terminated except as provided herein, nor shall Tenant tender or accept a surrender of the Lease except incident to a termination provided for herein; or (iv) this Lease shall not be subordinated to any lien subordinate to such first mortgage.

Section 20.7 Invalidation of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall be invalid, or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20.8 Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition and shall run with the land to the fullest extent permitted by law. The reference contained to successors and assigns by Tenant is not intended to constitute a consent to assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Section 16.1 hereof.

Section 20.9 Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado as the same may from time to time exist and the undersigned hereby consent to personal jurisdiction and to venue in the city and county in which the Shopping Center is located.

Section 20.10 Notice or Default. In the event of any alleged default on the part of Landlord hereunder, Tenant shall give written notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default to the holder of any mortgages or deeds of trust covering the Building or any portion thereof, as described in Section 20.5, above.

Section 20.11 Landlord's Interest. Notwithstanding anything to the contrary contained herein, Landlord's liability under this Lease shall be limited to its interest in the Shopping Center.

Section 20.12 Rules and Regulations. It is further agreed that Tenant shall comply with all reasonable rules and regulations winch may be adopted from time to time under this Lease and the Ground Lease, and Tenant agrees that, from time to time, Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the Premises, will at all times abide by said rules and regulations Tenant agrees that Landlord and such other owners may amend, modify, delete, or add new and additional rules and regulations with respect to the use and care of the Premises, the Building, and the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord thereof. In the event of any breach of any rules and regulations so established, or any amendments, modifications, or additions thereto, Landlord shall have all remedies in this Lease provided for in the event of default by tenant

Section 20.13 Notices. Any notice which may be required to be given under this Lease shall be delivered in person or sent by USPS priority mail, postage prepaid, and shall be addressed to Landlord at the addresses set forth in Section 1.1 and to Tenant at the addresses set forth in Section 1.1, or to either party at such other address as shall be designated by written notice to the other party.

Section 20.16 Entire Agreement. This Lease and any exhibits or addendums or riders hereto, constitute the entire agreement between the parties and no subsequent change shall be binding unless reduced to writing and signed by the parties hereto.

Section 20.17 Bankruptcy. Landlord and Tenant understand that notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (the "Bankruptcy Code") may have certain rights to assume or assign this Lease. Landlord and Tenant agree and stipulate that this is a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Bankruptcy Code. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties hereto agree that the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the with which to pay the rent called for herein, the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the Tenant and its guarantors, if any, as of the date of this Lease Additionally, any proposed assignee must have as demonstrated to Landlords satisfaction net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Commencement Date.

(b) In entering into this Lease, Landlord considered extensively the Permitted Use and determined that such Permitted Use would add substantially to Landlord's tenant balance and that if it were not for Tenant's agreement to make only the Permitted Use of the Premises, Landlord would not have entered into this Lease. Landlord's and the Shopping Center's overall operation will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use. Therefore, the right of the Tenant, trustee, or assignee to assume or assign this Lease shall be subject to all the provisions thereof, including, but not limited to, provisions such as radius, location, use, or exclusivity provision, and will not breach any such provision contained in this Lease or in any other lease, financing agreement, or master agreement relating to the Building or the Shopping Center, Nor shall any such assumption or assignment disrupt any tenant mix or balance then existing in the Shopping Center.

(d) Any proposed assignee of this Lease must assume and agree to be personally bound by the terms, provisions, and covenants of this Lease.

Section 20.18 Authorization. Tenant, and the party executing this Lease on behalf of Tenant, represent to Landlord that such party is authorized to do so by requisite action of the board of directors, partners, or members, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document or opinion of counsel to that effect.

Section 20.19 Liquor License. Tenant covenants and agrees not to protest any application by Landlord or any other tenant for a liquor license for use within the Shopping Center.

Section 20.20 Other Tenants. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord, in the exercise of its sole business judgment, determines shall best promote the interests of the Building Tenant hereby acknowledges that this Lease shall not be deemed, interpreted, or construed to contain, by implication or otherwise, express or implied, any warranty, representation of agreement on the part of Landlord that any other merchant shall open or remain open for business or occupy or continue to occupy any Premises in or adjoining the Building during all or any part of the Term.

Section 20.21 Majeure Clause. Wherever there is provided in this Lease a time limitation for performance by Landlord of any obligation, such time shall be extended to the extent that, delay in compliance with such limitation is due to any other factor beyond the reasonable control of Landlord.

Section 20.22 Hazardous Substances. Tenant covenants with Landlord to generate and store Hazardous Substances at the Premises only in amounts as are incident to and necessary for the normal operation of Tenant as permitted by this Lease, to comply with all obligations imposed by applicable law, rules, regulations, or requirements of any governmental authority regarding such generation and storage of Hazardous Substances, to prohibit any generation, storage, or disposal of Hazardous Substances at the Premises except as permitted above, to deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the generation, storage or disposal by Tenant of Hazardous Substances, to promptly notify Landlord of any spills or accidents involving a Hazardous Substance; and to permit reasonable entry onto the Premises by Landlord for verification of Tenant's compliance with this covenant. Tenant shall install and maintain a self-contained system for collecting, retaining and disposing of Hazardous Substances and shall not allow any Hazardous Substances to enter subsurface soils or to be discharged into any sanitary or storm sewer system. Tenant agrees to utilize only transporters approved by the Environmental Protection Agency and the State of Colorado to remove Hazardous Substances from the Premises. Tenant also agrees to indemnify and defend Landlord (with legal counsel reasonably acceptable to Landlord) from and against any costs, fees or expenses (including, without limitation, clean-up expenses, third party claims and environmental impairment expenses, and reasonable attorneys' fees and expenses) incurred by Landlord in connection with Tenant's generation, storage or disposal of Hazardous Substances. This indemnification by Tenant shall survive the termination or expiration of this Lease. If any governmental or local agency requires an inspection for toxic or hazardous materials prior to Tenant's occupancy, or during its tenancy, as a result of prior acts, Landlord shall bear the cost of inspection and any associated remediation.

To the extent any inspection by Landlord prior to Tenant's delivery of the Premises to Landlord reveals that Tenant has generated, stored or disposed of Hazardous Substances contrary to the provisions of this Lease, Tenant shall immediately, at its sole expense, commence and pursue to completion a remediation program as to such Hazardous Substances and shall, to Landlord's reasonable satisfaction, bring the Premises into an environmental condition equal or better than the condition disclosed under the initial Environmental Report described above. If Tenant fails to comply with the provisions of this subsection or of any other provisions of this Section prior to the expiration or earlier termination of the Term, or prior to Tenant's vacating the Premises, then Landlord, in addition to Landlords right to utilize all or any portion of any security deposit to satisfy Tenant's obligations hereunder shall have the option of either considering this Lease as having ended or treating Tenant as a holdover Tenant in possession of the Premises in which event in addition to complying with all requirements of this Section and the Lease, Tenant shall pay monthly to Landlord double the monthly Base Rent and Additional Rent which Tenant would otherwise pay under this Lease until such time as Tenant fulfills its obligations under this Section, and during such holdover period all of the terms of this Lease and Tenant's obligations hereunder shall remain in full force.

"Hazardous Substances" shall mean (i) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act as amended, (ii) "PCBs" as defined in 40 C F R. 761, et seq., or analogous regulations promulgated under the Toxic Substances Control Act as amended; (iii) "asbestos" as defined in 29 C F R 1910 1001, et seq., or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended, (iv) oil and petroleum based products, (v) radioactive material or waste, (vi) biological and other medical products and waste material, and (vii) "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended; as such acts may be amended from time to time, and as such terms may be expanded by additional legislation of a general nature.

ARTICLE 21

<u>Security Deposit</u>

Deleted.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

EXHIBIT A

INSERT SITE PLAN HERE

EXHIBIT B

Tenant Improvements

1. Tenant Improvements. Tenant acknowledges the Leased Premises are ready for Tenant's improvements and work on the Lease Execution Date. Tenant agrees, prior to the Rent Commencement Date, at Tenant's sole cost and expense, to provide all work of whatsoever nature that is necessary to complete the Leased Premises and open the Leased Premises for business to the public including, but not limited to, connection to the Building's systems servicing the Leased Premises, installation of all equipment, fixtures and signage. Tenant shall proceed with reasonable diligence to apply for and obtain all permits and plan approvals of Tenant's Work required by governmental authorities. Tenant's Work shall be subject to approval in writing by Landlord, which shall not be unreasonably withheld. Tenant agrees to furnish Landlord with a complete and detailed set of plans and specifications setting forth and describing Tenant's Work. No deviation from the final set of plans and specifications, once submitted to and approved by Landlord, shall be made by Tenant without Landlord's prior written consent. Approval of plans and specifications by Landlord shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and Tenant shall be solely responsible for such plans and specifications. Tenant shall cause all Tenant's work to be performed in a workmanlike and expeditious manner and in such a manner as to not unreasonably interfere with the other tenants and businesses of the Shopping Center.