

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into effective January 16th 2015 ("Effective Date") by and between Traders Junction, LLC, a Colorado limited liability company, 301 Centennial Drive Milliken, Colorado 80543 ("Landlord"), and Yummy For Your Tummy LLC, a Colorado limited liability company, 1356 Keyword Court, Windsor, Colorado 80550 ("Tenant"). The foregoing may hereinafter be individually referred to as "party" and collectively referred to as the "parties".

RECITALS

- A. WHEREAS, Landlord has the right to lease the property more particularly described below, and
- B. WHEREAS, Tenant is willing to lease such property from Landlord according to the terms and conditions set out herein,

AGREEMENT

NOW, THEREFORE, in consideration of the above facts and of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. All Recitals hereinabove are hereby incorporated herein by reference and made a part of this Agreement.
2. Premises: Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord Unit C of Building D, Traders Junction Condominiums Phase 1, located at 1760 Broad Street, in the Town of Milliken, County of Weld, State of Colorado 80543 (hereafter referred to as the "Premises"). The Premises are a part of a shopping center project ("Project") that consists of Building D, Building Site "A", Building Site "B", and a parking lot, all contained within Lot 2, Settlers Village Subdivision Third Filing. The Project is subject to the Declaration of Covenants, Conditions and Restrictions for Traders Junction Condominiums recorded December 15, 2008 at Reception Number 3595056 (the "Declaration") adopted by the Traders Junction Condominium Owners Association ("Association"). Tenant has relied upon its own inspection, research and evaluation of the Premises and the Project, and the laws, codes and regulations applicable to the Premises, and has not relied upon any promises, warranties or statements by or attributable to Landlord, including statements concerning the condition of the Premises or the suitability of the Premises for Tenant's purposes.
3. Term: The initial term of this Agreement shall commence on the Effective Date and, unless sooner terminated by law or as set forth in this Agreement, shall end on January 31, 2020. Tenant shall also have the option to extend the Term as set in the "Additional Provisions" section of this Lease. Rent for the extended Term shall be as stated in the "Additional Provisions". If Tenant does not exercise its options to extend the Term and remains in possession of the Premises after the expiration of the term of this Agreement with the consent of the Landlord, such possession shall be as a month-to-month tenant, during which the Rent shall be payable at the rate of one hundred twenty percent (120%) of the rate in effect during the last month of the term, or a higher rate which shall be in effect following written notice from Landlord to Tenant, and upon such other terms and conditions as Landlord may require. During any holdover period, all other provisions of this Agreement shall be applicable, except as modified by Landlord in written notice to Tenant, including those provisions which may become applicable at the expiration of the term of this Agreement.
4. Rent: The term "Rent" shall mean and refer to the sum of Monthly Fixed Rent and Additional Rent, as those terms are hereinafter defined.

5. Fixed Rent: During the initial term of this Agreement, Fixed Rent shall be calculated at the rate of \$12.00 per square foot per year, for a total Monthly Fixed Rent of \$1,243.00.
6. Additional Rent: In addition to Fixed Rent, Tenant shall pay to Landlord Additional Rent, consisting of Landlord's estimate of Tenant's share of the expenses of ownership, maintenance, repair and operation of Building D and the Project, including assessments made by the Association for any such costs, but not including any administrative or overhead costs of Landlord. Additional Rent shall be due and payable monthly, in advance, at the same time Fixed Rent is due and payable. Chargeable expenses included within Additional Rent include but are not limited to the following: electric usage fees, gas usage fees, water and sewer fees, real property taxes, personal property taxes assessed against Landlord for personal property located in and around the building, Landlord's and/or the Association's hazard and liability insurance premiums, building and grounds maintenance and repair costs including parking lot maintenance and repair, landscape maintenance, janitorial costs, snow removal and trash collection, security lighting, and maintenance contracts on the building HVAC equipment. Additional Rent will be reconciled and adjusted each year to account for actual expenses. Additional Rent may also be adjusted prior to the annual reconciliation if Landlord determines it is necessary to account for material and unanticipated changes in the chargeable expenses. Landlord shall produce an account summary for the prior year, which shall contain the adjustment up or down to properly reflect the prior year's experience and anticipated bills which will fall due during the next year. If the amount collected by Landlord for the prior year was insufficient to reimburse Landlord for Additional Rent, Tenant shall pay the deficiency on within 45 days of demand by Landlord. If the amount collected by Landlord for the prior year exceeded the amount Landlord should have been reimbursed, Tenant shall receive a credit against the next due payments of Rent until Tenant's overpayment has been fully reimbursed.
7. Utilities: Tenant shall pay all separately metered utilities along with satellite telephone and cable TV, attributable to the Premises.
8. Payment of Rent: Tenant shall pay Rent to Landlord, in advance, without prior notice or demand. Tenant's first Rent installment shall be paid upon the execution of this Lease, and thereafter on the first day of each calendar month, in advance. Rent for any partial month shall be prorated and paid in advance. All Rent shall be paid to Landlord at the address above specified or such other address as the Landlord may designate in writing. Rent shall be deemed late if not paid on or before the fifth calendar day of the month. In addition to Rent, Tenant shall pay a late fee of 5% of the amount due or \$100.00, whichever is greater, each time Rent is late, to compensate Landlord for the increased administrative costs incurred when Rent is late.
9. Use: The Premises shall be used by Tenant during the term hereof for the retail sale of food and beverages, including (without limitation) pizza, Italian specialties, pasta, bread products, chicken wings, salads, sandwiches, dessert items, promotional items, and other items sold by Tenant at its other stores, and any other lawful retail or restaurant use that is not in conflict with the written exclusive use rights granted to other tenants in the Project as of December 9, 2014. Tenant shall comply with all applicable zoning and other governmental regulations, and shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Tenant's business within the Premises. Tenant shall be responsible to obtain and comply with the requirements of all licenses, permits and the like required to allow Tenant to use and occupy the Premises.
10. Limitations on Use: Tenant shall not do, bring or keep anything in or about the Premises that will cause the cancellation of any insurance covering the Premises or other property located within the Project. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, upon written demand Tenant shall reimburse Landlord for the amount of such increase. Tenant shall comply with all covenants, conditions and restrictions, and all reasonable rules promulgated

from time to time in writing by Landlord concerning the Premises and Tenant's use of the Premises, including, without limitation, the obligation at Tenant's cost to alter, maintain, or restore the condition, use or occupancy of the Premises during the term. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties. The current rules of the Landlord are attached hereto as **Exhibit "B"**.

11. Property Taxes: Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's real and personal property or business activities installed or located in or on the Premises, that become payable during the term. If Tenant does not pay such taxes, Landlord shall have the right, but not the obligation, to pay them and Tenant shall reimburse the Landlord for them upon written demand to do so.
12. Assignment and Subletting: Except for Permitted Transfers, Tenant shall not otherwise assign any or all of its interest in this Lease or in the Premises, or sublease all or any part of the Premises, without first obtaining Landlord's written consent, which consent may be withheld in Landlord's sole discretion. A Permitted Transfer shall not be in effect until Tenant has provided Landlord with written notification of the proposed transfer and its effective date, and supplied Landlord with documentation establishing, to Landlord's reasonable satisfaction, that the proposed transfer qualifies as a Permitted Transfer. Except as otherwise provided herein, an assignment or sublease shall not relieve Tenant of its obligations under this Agreement.
13. Maintenance: Except as otherwise provided herein, the Landlord shall repair and keep in good condition the following parts of the building and other improvements in which the Premises are located: the roof, foundation, bearing and exterior walls, parking lot, drives, and sidewalks. Tenant will, at its own expense, repair and maintain in a good condition the interior of the Premises, including interior partitions, doors, fixtures, and equipment; lighting, heating, air conditioning and plumbing fixtures; all windows; and all equipment, facilities and services required for Tenant's legal occupancy and use of the Premises (including, for example, grease traps for restaurant tenants). Tenant shall maintain its storefront and all areas visible from the exterior of the Premises in a clean, attractive and inviting condition.
14. Alterations:
 - 14.1 Tenant shall obtain Landlord's written consent, which consent may be withheld for any or no reason, prior to making any decorative or structural alterations to the Premises. In no event shall Tenant make any alterations to the inside of exterior walls or alterations to the walls dividing its bay or unit from any other bays or units. When a proposed alteration requires the consent of the Landlord, Tenant shall comply with the following:
 - 14.1.1. Tenant shall notify Landlord of its proposed alterations and request Landlord's written consent. Tenant's notice to Landlord shall include plans or drawings sufficiently detailed for the scope of work involved and provisions for payment of the same.
 - 14.1.2. Landlord shall consent or state its reasonable objections to Tenant's proposed alterations in writing within fifteen (15) days after receipt of Tenant's notice to Landlord. Landlord's failure to respond within such time shall be conclusive the Landlord does not consent to Tenant's proposed alterations.
 - 14.1.3. Alterations shall not be commenced by Tenant until after Tenant has received written consent from Landlord.
 - 14.1.4. All alterations to the Premises by Tenant shall be in conformance with all applicable laws and regulations and applicable private rules, including covenants, conditions and restrictions, and all alterations shall be performed in a good and workmanlike manner.

- 14.1.5. The Tenant shall not cause any mechanic's liens to be filed against the Premises and Tenant shall indemnify, hold harmless, and defend the Landlord from and against any and all such liens. Prior to commencing any alterations, Tenant shall post notices of non-liability when any alterations may result in mechanics liens. Landlord may post such notices without being obligated to do so. In the event a lien claim is made by persons claiming a right to a lien by, through or under Tenant for any work whatsoever, Tenant shall promptly pay or bond over the claim to prevent a lien from attaching to the Premises. If Tenant fails to do so, Landlord may, but is not required to, advance funds to the claimant on Tenant's behalf for the sole purpose of releasing the Premises from the lien claim. Tenant shall reimburse Landlord for all such advances upon demand, with interest from the date of the advance until paid in full by tenant at the rate of 2% per month.
15. Signs: Tenant at its cost shall have the right to place, construct and maintain exterior signs on the Premises advertising its business on the Premises. Tenant shall obtain Landlord's approval of all exterior signs and signage that will be visible from outside of the Premises, and shall be responsible for obtaining the approval of the Town of Milliken and the Colorado Department of Transportation, if required. Landlord may reject signs and signage its sole discretion, except for approved signage, if any, described in the "Additional Provisions" section of this Lease. Tenant shall ensure that all approved signs and signage comply with applicable laws and regulations, and Tenant shall indemnify Landlord against any damages and costs of defense Landlord may incur or be subject to due to claims that Tenant's signage violates trademark, copyright or other property rights of others. Upon termination of this Agreement, Landlord may remove any signs or signage without liability to Tenant and Tenant shall immediately pay to Landlord all costs incurred by Landlord in removing such signs or signage.
16. Access: Landlord and its authorized representatives shall have the right to enter the Premises without notice during the Tenant's business hours and at all other reasonable times with prior notice for the purpose of:
- 16.1. Determining whether the Premises are in good condition and whether Tenant is complying with its obligations under this Agreement;
- 16.2. Doing any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that Landlord has the right or obligation to perform; and
- 16.3. Posting "for sale" signs at any time during the term, or posting "for rent" or "for lease" signs during the last three (3) months of the term. Landlord may show the Premises to prospective renters or buyers during the periods set forth in the preceding sentences.
- 16.4. Landlord shall conduct its activities on the Premises as allowed in this section in a reasonable manner to minimize inconvenience to Tenant.
17. Indemnity: Tenant shall release, indemnify and hold Landlord harmless from and against all costs, liability and damages arising out of any injury or damage to Tenant or to any other any person, or to property, occurring in, on, or about the Premises and related to Tenant's use and occupancy of the Premises, except for damage caused solely by the negligent acts or omissions of Landlord, and from and against all costs, damages and expenses related to violations of this Agreement by the Tenant. Said indemnification shall include all reasonable attorneys' fees and court costs incurred by Landlord.
- 19 Insurance:

- 19.1 Tenant, at its cost shall maintain public liability and property insurance with liability limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage limits of not less than \$500,000.00 per occurrence, with an aggregate coverage of \$2,000,000.00 insuring against all liability of Tenant arising out of and in connection with Tenant's use of occupancy of the Premises. Such insurance shall name the Landlord and the Association additional insureds, shall not be cancellable except upon 30 days prior notice to Landlord.. Said policy shall also include hazard and casualty coverage for alterations, improvements, contents and the glass on the Premises. Within three (3) business days of a request by Landlord, Tenant shall supply proof of insurance acceptable to Landlord, which may include a copy of the policies, endorsements and declarations pages.
- 19.2 Landlord and/or Association, as their interests appear, shall be entitled to obtain commercial liability, fire and extended coverage insurance on the Premises, and shall be reimbursed by Tenant for the cost thereof as Additional Rent.
- 20 Waiver of Subrogation: To the extent that a loss is covered by insurance in force and recovery is made for such loss, the Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance policies (including extended coverage), provided that this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.
- 21 Damage or Destruction:
- 21.1 If the Premises are completely damaged or destroyed by fire, flood, earthquake, the elements, casualty, war, riot, public disorder, acts authorized or unauthorized by the government or any other cause or happening so as to render the Premises unusable for Tenant's operations, at Landlord's option, this Agreement may be terminated or, if Landlord decides to rebuild the Premises, Rent shall abate during rebuilding and Tenant's obligation shall recommence upon issuance of a certificate of occupancy for the rebuilt Premises. Landlord shall not be obligated to rebuild the Premises to the exact specifications of the current Premises, but only so that the rebuilt Premises are suitable for Tenant's permitted uses hereunder.
- 21.2 If the Premises are partially damaged or rendered partially unusable by fire or other casualty, Tenant shall give Landlord notice thereof. At Landlord's option, to the extent of insurance proceeds, Landlord shall repair the Premises substantially to the condition they were in prior to such casualty. During such repairs, the Rent shall be apportioned according to the portion of the Premises which remains usable. If such repairs are not completed within one hundred eighty (180) days from the date of casualty, either party may terminate this Agreement by the giving of written notice within ten (10) days of the expiration of the 180-day period.
- 22 Condemnation: If the Premises are totally taken by condemnation, this Agreement shall terminate on the date of possession by the condemning authority. If a portion but less than all of the Premises is taken by condemnation, this Agreement shall remain in effect, except that Tenant may elect to terminate this Agreement if the remaining portion of the building is rendered unusable for Tenant's continued use of the Premises. If Tenant does not terminate this Agreement for a partial taking, the Rent shall be reduced prorated based on the square footage of the Premises that remains usable. Compensation awarded or paid upon such total or partial taking of the Premises shall belong to and be the property of Landlord, including any compensation for the use or possession of the Premises during the Term hereof, provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting

any claim directly against the condemning authority in such condemnation proceeding for loss of business, moving costs, depreciation to, damage to, or cost of removal of, or for the value of trade fixtures, furniture, equipment and other personal property belonging to Tenant, and for the difference between Rent which Tenant paid before the Premises were taken and after.

23 Tenant's Default:

23.1 The occurrence of any of the following shall constitute a default by Tenant:

23.1.3 Failure to pay Rent when due, if the failure continues for five (5) days after written notice has been given to Tenant;

23.1.4 Breach of or failure to perform any other of its obligations in this Agreement. Unless Tenant has been previously notified of the default (or a previous similar default) within the previous 12 months, Tenant shall be entitled to cure the default within ten (10) days after written notice has been given to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default of this Agreement if Tenant commences to cure the default within the ten (10) day period and in good faith continues to cure the default. Tenant shall not be entitled to a cure period for defaults which are repeated within any twelve month period.

23.1.5 Tenant filing a voluntary petition in bankruptcy, or an involuntary petition being filed in bankruptcy court, make assignments for the benefit of creditors of all or substantially all of their respective assets, or fail to secure dismissal of an involuntary petition in bankruptcy within sixty (60) days after filing thereof.

23.2 To protect Landlord in the event Tenant defaults hereunder and to secure all Rent and amounts due under this Lease and other sums of money becoming due hereunder from Tenant, Tenant hereby grants to Landlord a continuing security interest/landlord's lien upon all goods, wares, chattels, fixtures, furniture and other personal property which are or may be located on the Premises and the proceeds thereof, none of which may be removed from the Premises without Landlord's consent so long as any Rent or other such sums from time to time owed to Landlord hereunder remain unpaid. Landlord is entitled to use such means as Landlord determines are reasonable to enforce this security interest, without liability to Tenant.

23.3 In the event of a default by Tenant, Landlord may avail itself of all remedies in the Agreement, and in law and in equity, including, without limitation, in its sole discretion, electing to keep this Agreement in full force and effect. If Tenant has abandoned the Premises, Landlord may, but shall not be obligated to, enter the Premises and relet them, or any part of them, with or without termination of this Agreement, to third parties for Tenant's account. Such reletting can be for a period shorter or longer than the remaining term of this Agreement. Tenant shall pay to Landlord the Rent due under this Agreement on the dates the Rent is due, shall pay upon demand with all expenses incurred by Landlord in the reletting and any charges, interest and fees due hereunder, less the Rent Landlord receives from any reletting, and shall pay upon demand all other damages caused by Tenant's abandonment.

23.4 Any sum not paid Landlord when due shall be a default by Tenant and shall bear interest at the rate of 2% per month from the date due until paid in full.

23 Landlord's Default: Landlord shall be in default of this Agreement if it does not perform any of its obligations in this Agreement if the default is not cured within ten (10) days after written notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within ten (10) days, Landlord shall not be in default of this Agreement if Landlord

commences to cure the default within the ten (10) day period and in good faith continues to cure the default. In the event of Landlord default of its maintenance obligations in Section 13, Landlord agrees that Tenant may elect to perform the required work, in which event Landlord agrees to reimburse Tenant for the Tenant's reasonable out of pocket costs incurred in such work. If so elected by Tenant, this remedy shall be Tenant's exclusive remedy for the claimed default. In order to pursue this remedy, Tenant must provide Landlord with prior written notice of the Tenant's proposed start date and work schedule for the required work, and the reimbursement amount, at least 5 business days before commencing work. Landlord's action or inaction on Tenant's proposal shall not constitute an admission by Landlord that Landlord is in default, that the work is necessary, or that the charges are reasonable. Tenant shall not be entitled to offset repair costs against Rent or other charges due Landlord.

- 24 Surrender of Premises: Upon expiration of the Term of this Agreement, or upon termination of this Agreement, Tenant shall surrender the Premises in as good condition as they were in at the beginning of the term ordinary wear and tear, permitted alterations excepted. Tenant shall clean the Premises prior to vacating the Premises, and to the extent requested by Landlord shall remove pictures, logos, items of décor, curtain rods and fixtures, and shall repair and repaint as needed to restore the surface of the Premises to the condition existing at the commencement of this Agreement. The cleaning shall include the removal of all trash and debris and Tenant shall sanitize and clean the Premises leaving the same in a clean and acceptable manner. All refuse, trash and waste shall be removed from the Premises at Tenant's cost. In addition, Tenant shall have the grease trap professionally emptied and cleaned. Any failure to do the same will allow the Landlord to hire a cleaning service to have the Premises professionally cleaned and have any damage repaired all at Tenant's cost and expense.
- 25 Additional Provisions: The parties agree that the terms of the Lease shall be modified as needed to include the following additional provisions:
- a. This Lease is expressly conditional upon final approval of the Premises as a location for the operation of a Little Caesars restaurant from Little Caesars Enterprises, Inc. In the event such approval is not received by Tenant within thirty (30) days from the execution hereof, Tenant may, upon ten (10) days notice to Landlord, terminate this Lease. Tenant shall be deemed to have waived this condition unless Landlord receives Tenant's notice of termination within 45 days after the Effective Date.
 - b. Provided that Tenant is not in default under the Lease, Tenant shall have the option to extend the Lease to January 31, 2025 by giving Landlord written notice of its election to extend the Lease. Such notice must be received by Landlord no later than September 30, 2019. If Tenant elects to extend the Lease, rent shall be adjusted as follows: Monthly Fixed Rent for the first 12 months of the extension term shall be adjusted to reflect the change, if any, in the consumer price index occurring during the initial 5-year term. Monthly Fixed Rent for each subsequent 12-month period shall be adjusted to reflect the change, if any, in the consumer price index occurring during the previous year. The consumer price index shall be the Consumer Price Index - All Urban Consumers - All Items (CPI-U) for the Denver-Boulder greater area (1982-84=100) issued from time to time by the Bureau of Labor Statistics.
 - c. Provided that Tenant is not in default under the Lease, Tenant shall have the option to extend the Lease to January 31, 2030 by giving Landlord written notice of its election to extend the Lease. Such notice must be received by Landlord no later than September 30, 2024. If Tenant elects to extend the Lease, rent shall be adjusted as follows: Monthly Fixed Rent for the first 12 months of the extension term shall be adjusted to reflect the change, if any, in the consumer price index occurring during the previous 12-month period. Monthly Fixed Rent for

each subsequent 12-month period shall be adjusted to reflect the change, if any, in the consumer price index occurring during the previous year.

- d. Provided that Tenant is not in default under the Lease, Tenant shall have the option to extend the Lease to January 31, 2035 by giving Landlord written notice of its election to extend the Lease. Such notice must be received by Landlord no later than September 30, 2029. If Tenant elects to extend the Lease, rent shall be adjusted as follows: Monthly Fixed Rent for the first 12 months of the extension term shall be adjusted to reflect the change, if any, in the consumer price index occurring during the previous 12-month period. Monthly Fixed Rent for each subsequent 12-month period shall be adjusted to reflect the change, if any, in the consumer price index occurring during the previous year.
- e. Tenant shall be responsible for and shall indemnify Landlord for any hazardous substance Tenant brings onto the Premises. Landlord shall be responsible for and indemnify Tenant for all other hazardous substances in the Premises. Landlord will provide Tenant with all existing environmental reports in Landlord's possession about the Premises and the Project.
- f. To the best of Landlord's knowledge, the Premises complies with the requirements of the Americans With Disabilities Act and does not contain asbestos.
- g. Tenant shall be entitled to terminate the Lease if it is unable to obtain, within 45 days after Tenant's receipt of a fully executed Lease, without unacceptable costs, all permits, variances, and other governmental approvals needed for lawful construction and operation of its intended use of the Premises. So long as Tenant is diligently pursuing obtaining all such permits, variances, and approvals, Tenant may extend this date until the responsible authority has made a final decision and all appeals are exhausted, except that such extension may not exceed 30 additional days. Tenant will apply for and pursue legally-required and standard permits, licenses, and other governmental approvals and, at its option, may apply for and pursue such other permits, licenses, and other governmental approvals (e.g., variances) as it deems appropriate. Landlord will cooperate with Tenant in procuring permits, licenses, variances, and other governmental approvals and will authorize any necessary applications.
- h. The Additional Rent in effect for calendar year 2015 is \$3.97/square foot/year; however, Landlord has agreed to charge Tenant Additional Rent at the rate of \$3.00/square foot/year for 2015. The Additional Rent in effect after calendar year 2016 will be the actual Additional Rent computation made by Landlord for the Project as set forth above. Landlord agrees that Tenant shall not be assessed Additional Rent which contains an allocation of cost for the replacement of the roof or the replacement of the parking lot.
- i. Landlord agrees that Monthly Fixed Rent and Additional Rent shall not begin until June 1, 2015, however, Tenant shall pay all utilities consumed in the Premises on and after the Effective Date.
- j. Landlord agrees to obtain permission from the Association to allow Tenant to designate three parking spaces in front of Tenant's storefront as reserved for the exclusive use of Tenant and its customers. Tenant acknowledges that neither Landlord nor the Association shall bear any responsibility for the enforcement of this parking restriction.

- k. Tenant intends to construct improvements to the Premises, and Landlord has agreed to reimburse Tenant for a portion of the cost of such improvements (the "Tenant Work"). The Tenant Work shall be constructed in accordance with plans approved under Section 14 of the Lease. Following the completion of construction and the issuance of Tenant's Certificate of Occupancy, Landlord agrees to reimburse Tenant for \$20,000 of its construction and materials costs incurred in constructing and installing the permanent improvements to the Premises.

Tenant shall be reimbursed after Tenant opens for business, within 30 days of Landlord's receipt of invoices and proof of payment for the reimburseable improvements.

- l. Section 12 is amended to include the following:
 - i. Provided that Tenant is not in default of its obligations hereunder, Tenant shall have the right to assign the Lease or sublet the Premises (1) to Tenant's franchisor, owners of Tenant's franchisor, family members of Tenant's franchisor's owners, or entities owned or controlled by any of the foregoing (collectively, "Franchisor Entities"), (2) to an entity that acquires substantially all of Tenant's assets, (3) in connection with a merger, consolidation, or non-bankruptcy reorganization, (4) to an entity that has reasonable financial ability to perform the obligations of Tenant under the Lease, or (5) to an approved franchisee of a Franchisor Entity. Such transfers shall hereafter be referred to as a "Permitted Transfer".
 - ii. In no event shall a change of ownership of any interest in Tenant (including, without limitation, stock) be prohibited under the Lease, allow Landlord to terminate the Lease, or change any term or provision of the Lease, including rent. Tenant shall be entitled to all consideration received by it in connection with a Permitted Transfer. In the event the Lease is assigned to a franchisee of a Franchisor Entity, Tenant shall not be responsible for obligations accruing under the Lease after the date of transfer. In the event that the Lease is assigned to a Franchisor Entity and the Franchisor Entity thereafter assigns the Lease to an approved franchisee, the franchisee shall have the right to reassign the Lease to Tenant or to a Franchisor Entity without first obtaining Landlord's consent.
- m. Tenant shall be authorized to place, at its expense, a signage panel on the existing Traders Junction pylon sign structure and upon any replacement or additional sign structures that may be constructed for the Project.
- n. Landlord may reject signs and signage in its sole discretion, except that, subject to Landlord's reasonable size, construction and placement requirements, (1) the signage design depicted in Option A and Option C (attached to this Lease) has been approved, and (2) Landlord shall not require changes to signage design that is consistent with Tenant's franchisor's national trade-dress or signage program, including without limitation trademarked colors, letters, and logos that Tenant is licensed to use. Landlord's approval shall not be required for Tenant's interior signage so long as such signage is professionally made.
- o. During the term of the Lease, Tenant shall be allowed reasonable use of the common area for the purpose of promoting its products, including using persons holding "shaker boards", and placing a temporary sign on the walk immediately in front of the Premises. Tenant's use shall not interfere with, obstruct or impede pedestrian or vehicular use of the common area, or interfere with

customers of other tenants in the Project. Tenant shall not be entitled to place signage in front of any other unit.

- p. Landlord shall not itself nor shall it authorize any other tenant to use any portion of the Project for the sale (including, without limitation, so called carry-out, sit-down, or delivery service) of pizza or chicken wings where such products constitute 50% or greater share of the revenues of such business. If a breach shall occur, Tenant's exclusive remedy shall be to reduce it's rent by 50% until said breach is cured. If it is not cured within 180 days, Tenant may terminate this Lease upon 30 days written notice to Landlord. The preceding shall not apply to any current tenant of the Project if and to the extent the lease for such tenant permits the sale of the foregoing items. Tenant is advised that existing leases allow two current tenants (Burn Out Grill and El Mex-Kal) to sell such products. Tenant agrees that this term will not require Landlord to prohibit the sale of such products by these tenants when the current leases expire, as long as they remain tenants at the Premises. Landlord shall not Lease any portion of the Premises to an "adult" enterprise, including without limitation, bookstores or entertainment facilities offering pornography or live nudity.
 - q. Tenant may terminate the Lease effective 20 days after written notice to Landlord in the event Dollar General ceases its operations on the parcel adjacent to the Project, or in the event any tenant leasing 8,000 or more square feet within the Project ceases its operations at the Project. In order to terminate the Lease for this reason, Landlord must receive written notice of termination no later than 180 days after the cessation in operations.
 - r. Tenant shall be entitled to terminate the Lease at any time after June 2018 by written notice to Landlord, stating a termination date at least 90 days after Landlord's receipt of the notice.
 - s. Paragraph 45 (Personal Guaranty) is hereby deleted from this Lease.
 - t. Landlord agrees that Tenant shall be permitted to install a satellite dish to the building. Tenant shall first obtain Landlord's approval of the size, design, construction, placement and screening of the dish under the "Alterations" process in the Lease.
- 26 Exhibits: All exhibits referred to are attached to this Agreement and incorporated herein by reference.
- 27 Notice: Except as may be expressly authorized elsewhere in this Agreement, any notice, demand, request, or other instrument which may be or is required to be given under this Agreement ("Notice") shall be in writing and, at the option of the sender, shall be (a) personally delivered to the party or parties to whom Notice is directed or (b) mailed by certified mail, postage paid, or sent by Federal Express or other recognized courier service which tracks its packages, and shall be addressed to the party or parties to whom directed at the address set forth hereinabove or such other place as each party may from time to time give in writing to the other parties hereto. Notice shall be deemed to have occurred upon the sooner of receipt by the party to whom sent, five (5) business days after deposit in the mail or with a courier service or when returned to the sender.
- 28 Waiver of Jury Trial: To the fullest extent permitted by law, the parties hereto waive the right to a trial by jury in any action brought under or in any way related to this Agreement.
- 29 Modification: No modification or alteration of this Agreement shall be effective unless such modification shall be in writing and signed by all parties hereto.

- 30 Time of The Essence: It is agreed that time is of the essence of this Agreement and each and every provision hereof.
- 31 Construction: Words of any gender shall include all genders as is appropriate. Words in the singular shall include the plural and vice versa. This Agreement shall be construed according to its fair meaning as if prepared by all parties hereto, and shall be deemed to be and contain the entire understanding and agreement between the parties hereto.
- 32 Governing Law and Venue: This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Colorado applicable to contracts entered into and wholly to be performed in the State of Colorado. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of Colorado and the federal court situated in the State of Colorado, in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement. Venue for any legal or equitable action concerning this Agreement shall be in Weld County, Colorado.
- 33 Effect of Partial Invalidity: The invalidity of any provision or provisions of this Agreement will not and shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Agreement is held to be invalid, the parties hereto agree that the remaining provisions shall remain in full force and effect.
- 34 Waiver and Non-Waiver: No provision of this Agreement may be waived except by an agreement in writing signed by each party. No waiver by the parties of any one or more of the terms, covenants, conditions, and agreements of this Agreement shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 35 Binding Effect: This Agreement shall be binding upon and inure to the benefit of all permitted successors of the parties hereto.
- 36 Further Assurances: The parties hereto agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, conditions, and provisions of this Agreement.
- 37 No Third Party Beneficiaries: This Agreement is made solely and specifically among and for the benefit of the parties hereto, together with their permitted successors, if any, and no other person or entity shall have any right, interest, or claim hereunder or be entitled to any benefit hereunder or on account of this Agreement.
- 38 Headings: All headings contained herein are for purposes of reference and convenience only and shall not limit or define any rights or obligations of the parties hereto.
- 39 Complete Agreement: The parties hereto agree that this Agreement, including all exhibits and addenda attached hereto constitutes the entire agreement between and among them with respect to the subject matter of this Agreement and that it supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.
- 40 Counterparts and Facsimiles: This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument, and by facsimile transmission. Facsimile signatures shall bind the parties hereto.

- 41 Enforceability. This Agreement, when executed and delivered by each party as a party hereto, will constitute a legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof.
- 42 Cumulative Remedies: Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to a party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.
- 43 Sale of Premises by Landlord. In the event of any sale of the premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Agreement. Transfer of Landlord's ownership shall not result in an increase in any charges or costs provided for in this Agreement.
- 44 Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Agreement. The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Agreement shall remain in full force and effect for the full term hereof.
- 45 Estoppel Certificates: Tenant shall, at any time and from time to time, within thirty (30) days after request by Landlord or by the holder of any mortgage on the Premises, certify in writing that this Lease is unmodified and in full force and effect (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification); the dates, if any, to which Rent has been paid in advance; and whether Landlord is or is not in default in the performance of any covenant, condition or agreement on its part to be performed, and the nature of the default, if any.
- 46 No Recordation: This Agreement shall not be recorded without the express written consent of the Landlord.

LANDLORD:

Traders Junction, LLC

By: _____

Bret Hall, Manager

by Peter Feinde
General Counsel

TENANT:

Yummy For Your Tummy, LLC

By: _____

Dave Colemere, Manager

By: _____

Crystal Spencer, Manager

**EXHIBIT "A" ATTACHED HERETO AND MADE PART OF THE LEASE AGREEMENT (TRADERS JUNCTION)
BETWEEN TRADERS JUNCTION, LLC ("LANDLORD")**

EXHIBIT "B" TO THE LEASE AGREEMENT (TRADERS JUNCTION)

RULES AND REGULATIONS

RESPONSIBILITIES OF LANDLORD

1. Remove excess snow accumulations from the parking lot and sidewalks.
2. Repair excessive damage to the parking lot and sidewalks.
3. Maintain the roof and the exterior walls of the building.
4. Replace bulbs in the common area lighting system.
5. Empty sidewalk trash containers.
6. Water bedding areas planted by Landlord, cut grass, pull weeds, plant flowers, trim shrubs.

RESPONSIBILITIES OF TENANT

1. Clean all glass and signs as needed.
2. Maintain all lighting on storefront signs.
3. Periodically inspect the portions of the parking lot, building, sidewalks and common areas used by Tenant and Tenant's patrons, and notify Landlord of unsafe conditions and any needed repairs or maintenance.
4. Clean sidewalks of all water left by window cleaners and all debris from carpet cleaning or floor sweeping, as well as that created by Tenant's patrons.
5. Keep service corridor and delivery doors, used by your store free of debris. If food service store, use plastic bags to dispose of waste to eliminate spills.
6. Maintain and clean floor and/or carpeting regularly.
7. Maintain all light fixtures in good condition and working order.
8. Maintain the Premises free from rodents, insects and other pests.
9. Cause all employees to park in the outer areas of the parking lot, or designated spaces, if applicable.
10. No trash may be stored in service corridors or outside the Premises. Trash must be deposited in the designated containers.
11. No political activities are permitted. All such requests for use of the Premises or Traders Junction for such purposes must be submitted to the Landlord. Under no circumstances is the Traders Junction property to be used for these purposes, either by Tenant or non-tenants. No handbills may be distributed inside or outside, or attached to vehicles. No petition signing is authorized and no peddlers are permitted. All such activities will be ordered discontinued.

This regulation does not prohibit Tenants from marketing their products by use of handbills, signs, "shaker boards", or similar actions, if otherwise permitted under the terms of the Tenant's lease.

12. Picketing of an individual store by a recognized union is a legal activity but may be controlled by the Landlord in a reasonable manner (number of pickets, area to be covered) so as not to interfere with normal shopping activities.
13. Injured or ill customers within your store are to be handled according to your judgment. Each store is responsible for its own procedure. Injured or ill customers in the parking lot or common areas should be reported to the Landlord immediately.
14. On initial move in, Landlord agrees to furnish Tenant two keys without charge. Upon Tenant's request, additional keys will be provided to Tenant by Landlord at Landlord's cost. Tenant shall not change locks or install additional locks on doors without prior written consent of landlord. Tenant shall not make or cause to be made duplicates of keys procured from Landlord without prior written approval of Landlord. All keys to Premises shall be surrendered to Landlord upon termination of this Lease. A \$500.00 charge will be assessed if Tenant shall fail to return keys. The Landlord does not stock or maintain keys to any individual stores and [will not] help to open door when keys have been forgotten
15. Before the Tenant's construction personnel leave your store, Tenants are urged to obtain a list of subcontractors who handled doors, air conditioning, carpeting, electrical, etc. Any problems are to be reported to those people directly.
16. Report any roof leaks immediately to the Landlord.
17. The sidewalk, entries, and driveways of the Premises shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from the Premises.
18. Unless expressly permitted by the terms of the Lease, Tenant shall not place any objects including, without limitation, any antennas, satellite dishes, aerials, outdoor furniture, or other similar devices or property on the roof exterior walls of building, the common area or any part of the Premises. If permitted, the size, design, construction, placement and screening of such objects must be approved by Landlord under the "Alterations" process in the Lease.
19. Tenant shall not install or operate any steam, diesel, or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically approved in the Lease. The use of oils, gases, or other flammable substances for heating, lighting or any other purpose expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Premises.
20. Parking any type of recreational vehicles is specifically prohibited on or about the Premises. No vehicle of any type shall be stored in the parking areas at any time other than trucks which are operable and owned by the tenant or its employees and then only overnight and in front of the Premises. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall not be "For Sale" signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking will be open parking, and no reserved parking, numbering or lettering of individual spaces will be permitted except as specified by Landlord.
21. Tenant shall not burn any trash or garbage of any kind on or about the Premises or the Premises.

22. Landlord reserves the right to exclude or expel from the Premises any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act of violation of these rules and regulations or the Lease.
23. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises.
24. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.
25. No auction, public or private, will be permitted on the Premises.
26. No awnings shall be placed over the windows in the Premises except with the prior written consent of the Landlord.
27. All loading and unloading of goods, inventory and other property from the Premises shall be made only through loading areas.
28. Tenant shall keep the Premises at a sufficient temperature to prevent freezing of water pipes and fixtures. The plumbing facilities shall only be used in a manner consistent with the construction thereof. Tenant shall not deposit or permit to be deposited any foreign substance in the plumbing facilities. Tenant shall bear the expense of any breakage, stoppage or damage resulting therefrom.
29. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval before performance of any contractual service, which shall not be unreasonably withheld or delayed. Tenant's contractors and installation technicians shall comply with Landlord's reasonable rules and regulations pertaining to constructions and installation. This provision shall apply to all work performed on or about the Premises or Traders Junction, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or Traders Junction.
30. No animals except assistance animals shall be brought into or kept in or about the Premises or Traders Junction.
31. No person shall disturb occupants of Traders Junction by any unreasonable use, except to the extent such items and permitted by the terms of this Lease. No noise or offensive odor shall emanate beyond the Premises. No flashing or laser lights shall be visible outside of the Premises.

Little Caesar's Sign Options

LANDLORD TO INITIAL EACH OPTION ALLOWED



Little Caesars®

Landlord Initials

Option A - Logo & Letters - Raceway Mounted Sign



Little Caesars®

Landlord Initials

Option B - Logo & Letters - Flush Mounted Sign

Little Caesars®

Landlord Initials

Option C - Letters Only - Raceway Mounted Sign

Little Caesars®

Landlord Initials

Option D - Letters Only - Flush Mounted Sign