



## DOUGLAS COUNTY MASSAGE FACILITY AUTHORITY

TUESDAY, MAY 7, 2024

### AGENDA

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Tuesday, May 7, 2024

2:30 PM

Hearing Room

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2:30 PM

1. **Call to Order**

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda
- c. Commissioners Disclosure for Items on This Agenda

2. **Consent Agenda**

- a. Approval of Minutes from January 2, 2024

**Attachments:**     [Massage Facility 01.02.2024](#)

3. **Regular Agenda**

- a. Olive Juice Beauty Bar - New Massage Facility License - Project File: MI2024-014.  
Samantha Jarocki, Public Outreach Planner — *Department of Community Development*

**Attachments:**     [Final Staff Report - Olive Juice Beauty Bar Massage Facility License](#)

8. **Adjournment**

**MEETING DATE:** May 7, 2024

**DESCRIPTION:** Approval of Minutes from January 2, 2024

**ATTACHMENTS:**

Massage Facility 01.02.2024



## DOUGLAS COUNTY MASSAGE FACILITY AUTHORITY

**TUESDAY, JANUARY 2, 2024**

### **MINUTES**

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**Tuesday, January 2, 2024**

**2:00 PM**

**Hearing Room**

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**1:30 PM**

**1. Call to Order**

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Casey Brown, County Attorney's Office, said that his office has reviewed all Items on today's agenda and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

**2. Consent Agenda**

**3. Regular Agenda**

a. Tong Da, LLC (DBA) Li's Massage Therapy - New Massage Facility License - Project File: MI2023-025.

Samantha Jarocki, Department of Community Development, addressed the Board to present on this Item.

Commissioner Teal asked all that were testifying today if they would tell the truth and nothing but the truth. Those individuals testifying said "I do."

Angela Zhou addressed the Board to present on this Item.

Wei Li, applicant, Tond DA LLC, addressed the Board to present on this Item.

Ms. Zhou interpreted for Ms. Li.

Commissioner Thomas asked clarifying questions.

Ms. Li answered the Commissioner's questions.

Commissioner Teal asked clarifying questions.

Ms. Jarocki answered the Commissioner's questions.

Citizen Comment:

Jill Campbell, Highlands Ranch, addressed the Board to present Citizen Comment.

This is Motion No. 024-002

**4. Adjournment**

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**MEETING DATE:** May 7, 2024

**STAFF PERSON RESPONSIBLE:** Samantha Jarocki, Public Outreach Planner

**DESCRIPTION:** Olive Juice Beauty Bar - New Massage Facility License - Project File: MI2024-014.

**SUMMARY:** The request is for approval of a new massage facility license for Olive Juice Beauty Bar, LLC d/b/a/ Olive Juice Beauty Bar.

**STAFF ASSESSMENT:** Staff has evaluated the application in accordance with the criteria found in Douglas County Ordinance # O-023-001 and Douglas County Resolution # 2023-045. The massage license will be issued upon a finding from the Authority that the approval criteria for the license is met.


**REVIEW:**

Terence T Quinn - FYI	Notified - FYI	4/26/2024
Kati Carter	Approve	4/26/2024
Jeff Garcia	Approve	5/1/2024
Andrew Copland	Approve	5/1/2024
Doug DeBord	Approve	5/3/2024
Sabrina Bach - FYI	Notified - FYI	5/3/2024

**ATTACHMENTS:**

Final Staff Report - Olive Juice Beauty Bar Massage Facility License

## New Massage Facility License Staff Report

**DATE:** APRIL 24, 2024  
**TO:** DOUGLAS COUNTY MASSAGE FACILITY LICENSING AUTHORITY  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** SAMANTHA JAROCKI, PUBLIC OUTREACH AND ASSISTANCE PLANNER  
SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** OLIVE JUICE BEAUTY BAR – NEW MASSAGE FACILITY LICENSE  
**PROJECT FILE:** MI2024-014  
**OWNER:** Village Center West 1669, LLC  
500 N Broadway Ste 201  
Jericho, NY 11753  
**REPRESENTATIVE:** Greg Mount  
3624 E Highlands Ranch Pkwy Unit 201  
Highlands Ranch, CO 80126

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**MASSAGE FACILITY LICENSING HEARING:**

**May 7, 2024**

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**I. REQUEST**

**A. Request**

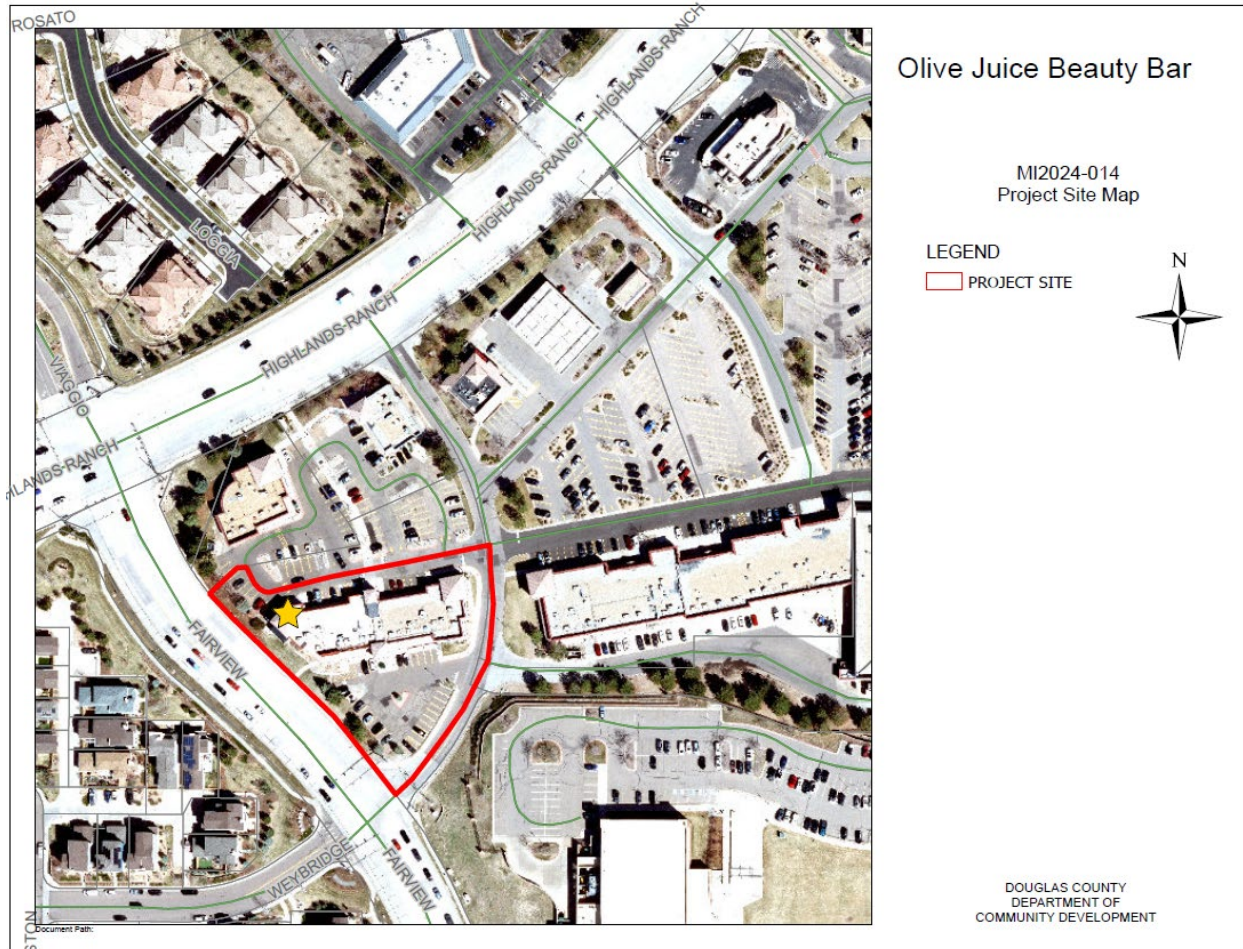
Approval of a new massage facility license for Olive Juice Beauty Bar, LLC d/b/a/ Olive Juice Beauty Bar.

**B. Project Description**

An application for a new massage facility license was submitted on March 22, 2024. A massage facility license must comply with Douglas County Ordinance # O-023-001, and Douglas County Resolution # 2023-045.

**C. Location**

The site is located at 3624 E Highlands Ranch Pkwy Unit 201 in Highlands Ranch. It is located east of Fairview Pkwy, and southeast of E Highlands Ranch Pkwy in the Highlands Ranch Planned Development (PD) Zone District as shown on the map below.



## II. CONTEXT

A Site Improvement Plan (SIP) was approved with project file #SP2016-084 and allows for retail uses as part of the SIP approval. Olive Juice Beauty Bar is a new salon that provides beauty services including manicures, pedicures, waxing, lashes, facials, and massage therapy. The business hours will be Monday – Saturday 9:00 a.m. - 7:00 p.m. and Sunday 9:00 a.m. – 5:00 p.m. There will be twenty-five full and part-time employees, including one massage therapist. The premises will be closely monitored by the manager on duty.

## III. STAFF ANALYSIS

Per Sections 4(a) and 5(a), of Ordinance # O-023-001, a massage facility license may be approved upon finding that:

**All individuals with a 10 percent or more financial interest of such entity are 18 years or older.**

*Staff Comment: The applicant is a legal entity with an LLC, and each individual with ownership is over 18 years of age.*



**Individuals do not have pending criminal action, have not been convicted of, or have not entered a plea of no contest for felony or misdemeanor prostitution, solicitation of prostitution, human trafficking related offenses, fraud, theft, embezzlement, or money laundering.**

*Staff Comment: The background checks are complete and show no relevant history. The Douglas County Sheriff's Office has reviewed the criminal history and in-house records and had no objection to the application.*

**Individuals are not registered as a sex offender, nor are they required by law to register as a sex offender.**

*Staff Comment: The background checks are complete and show no relevant history. The Douglas County Sheriff's Office has reviewed the criminal history and in-house records and had no objection to the application.*

**Individuals have not had to surrender a license to practice or had a previous license denied, suspended, or revoked.**

*Staff Comment: The applicants or managers for this new massage facility license have not been denied a license, had a massage facility license suspended or revoked, or had interest in another entity that had a massage facility license suspended or revoked, as answered on question #6 of the application.*

**The applicant has ownership or right to possession of the premises wherein the massage facility will be operated.**

*Staff Comment: The applicant has submitted their lease that shows legal possession of the premises.*

#### **IV. STAFF ASSESSMENT**

Staff has evaluated the application in accordance with the criteria found in Douglas County Ordinance # O-023-001 and Douglas County Resolution # 2023-045. The massage license will be issued upon a finding from the Authority that the approval criteria for the license is met.

<b>ATTACHMENTS</b>	<b>PAGE</b>
New Massage Facility License Application .....	4
Narrative .....	5
Lease .....	6
Articles of Organization .....	20
Certificate of Good Standing .....	22
Massage Licenses .....	23




# Massage Facility License Application

All answers must be printed in black ink or typewritten  
 Applicant must check the appropriate box(es)

☒ New

☐ Existing/Transfer

1. Applicant is applying as a/an (select one)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <b>Olive Juice Beauty Bar, LLC</b>				FEIN Number <b>99-1583781</b>
2a. Trade Name of Establishment (DBA) <b>Olive Juice Beauty Bar</b>		State Sales Tax Number <b>20241242486</b>		Business Telephone <b>303-953-1078</b>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <b>3624 E Highlands Ranch Pky, Unit 201</b>				
City <b>Highlands Ranch</b>	County <b>Douglas</b>	State <b>CO</b>	ZIP Code <b>80126</b>	
4. Mailing Address (Number and Street) <b>3624 E Highlands Ranch Pky, Unit 201</b>		City or Town <b>Highland Ranch</b>		State <b>CO</b> ZIP Code <b>80126</b>
5. Email Address <b>greg.mount@me.com</b> Text <b>303-565-0176</b>				
6. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): A. Been denied a massage facility license? <b>NO</b> B. Had a massage facility license suspended or revoked? <b>NO</b> C. Had interest in another entity that had a massage facility license suspended or revoked? <b>NO</b> If you answered yes to 6A, B, or C, explain in detail on a separate sheet.				
7. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b> , lease or other arrangement?  <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____  If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord <b>Kimco</b>		Tenant <b>Roxanne Rabasco Mount</b>		Expires <b>March 2034</b>
8. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <b>N/A</b>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name <b>N/A</b>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>				
9. Tax Information <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the application, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				
10. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the application. All persons listed below must complete appropriate background checks. For additional information see application checklist.				
Name <b>Roxanne Rabasco Mount</b>	Home Address, City & State <b>5321 Brotherton CT, Castle Rock, CO</b>	DOB <b>03/24/1978</b>	Position <b>Member</b>	%Owned <b>50%</b>
Name <b>Gregory Tasker Mount</b>	Home Address, City & State <b>5321 Brotherton CT, Castle Rock, CO</b>	DOB <b>10/02/1960</b>	Position <b>Member</b>	%Owned <b>50%</b>
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant entity				
<b>Oath Of Applicant</b>				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of all Colorado laws which affect my license.				
Authorized Signature  <b>Olive Juice Beauty Bar</b>		Printed Name and Title <b>Roxanne Rabasco Mount, Member</b>		Date <b>03/26/2024</b>

### Narrative for Olive Juice Beauty Bar

Welcome to Olive Juice Beauty Bar, chic, upscale oasis where wanderlust meets sanctuary. As you step into our unique nail salon and beauty studio, you'll be transported to another time and place. Greeted with the harmonious blend of calming scents, inviting and nostalgic music, and a glass of your favorite wine, our team of beauty professionals set the stage not only for an incredible pampering experience but an unforgettable retreat that feels like a vacation that never has to end.

The ambiance at Olive Juice Beauty Bar is designed to transport you to a world of tranquility, indulgence, with a touch of Mediterranean vacation vibes. Our nail salon boasts a modern and inviting space, adorned with plush seating, comfortable manicure stations, and an extensive array of high-quality nail polishes and tools. Whether you're in the mood for a classic manicure, a beautiful set of nail art, or a refreshing pedicure, our skilled technicians are here to cater to your every need with precision and care.

Step into our O Spa where a relaxing massage or hydrating facial awaits. Feel the tensions of the day melt away as you sink into a comfortable massage bed and experience a customized therapy session tailored to your preferences. Our licensed massage therapists utilize a combination of techniques to provide you with a deeply relaxing and therapeutic session, leaving you feeling revitalized and balanced.

At Olive Juice Beauty Bar we prioritize the health and well-being of our clients, which is why we use premium, non-toxic beauty products and adhere to the highest standards of cleanliness and sanitation. Our name, Olive Juice, when mouthed silently looks just like you are saying I love. These words are endearing, and they warm the soul, which are the precise feelings we want every person to have coming through our doors. That they are welcomed, feel safe and secure and well taken care of. Because saying I love you is much more than words.

Website: [olivejuicebeautybar.com](http://olivejuicebeautybar.com)

**SHOPPING CENTER LEASE**

This Shopping Center Lease (the "Lease") is entered into as of 2/28/2024, (the "Effective Date"), by and between **VILLAGE CENTER WEST 1669, LLC**, as "Landlord", and **10AND5 LLC**, as "Tenant", hereby agree that, for good and valuable consideration the receipt of which is hereby acknowledged and upon the terms and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Leased Premises (defined below).

**1. Basic Lease Provisions and Definitions.**

- (A) Shopping Center: Village Center West S.C. located in Highlands Ranch, Colorado as depicted on the attached Exhibit "A", Building ID No: 116690
- (B) Leased Premises: The premises identified as Suite 00012 shown hatched on Exhibit "A".
- (C) Floor Area: Approximately 3,598 square feet.
- (D) Lease Commencement Date: The date that Landlord tenders the Leased Premises to Tenant. Landlord shall give Tenant five (5) days prior written notice of the day Landlord expects to deliver the Leased Premises to Tenant.
- (D-1) Triple Net Rent Date: The earlier of: (i) the Rent Commencement Date (as hereinafter defined); or (ii) the date any portion of the Leased Premises initially opens for business to the public. Tenant's obligation to pay Tax Rent, Snow Reimbursements and Fixed CAM (and any other charges under the Lease other than Base Rent) shall commence on the Triple Net Rent Date.
- (E) Rent Commencement Date: One hundred eighty (180) days after the Lease Commencement Date. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date (see Article 2). Within twenty (20) days of Landlord receiving a written request from Tenant, Landlord shall deliver to Tenant a statement specifying the Rent Commencement Date and the Expiration Date.
- (F) Lease Term/Original Term/Lease Years: The Original Term is a period of ten (10) Lease Years plus the period between the Effective Date and the Rent Commencement Date. The first "Lease Year" begins on the Rent Commencement Date and ends on the last day of the twelfth (12th) calendar month after the Rent Commencement Date. Each succeeding Lease Year shall begin on the expiration of the prior Lease Year and shall continue for twelve (12) successive calendar months; however, the final Lease Year will end on the Expiration Date. The Lease Term shall include the Original Term and any Additional Term(s), as defined below, properly exercised by Tenant.
- (F-1) Additional Term(s): Two (2) five (5) Lease Year options. See Article 22.
- (G) Expiration Date: The Lease Term will end on the Expiration Date, which is the last day of the final Lease Year or such earlier date that this Lease may be terminated in accordance with its terms.

(H) Base Rent Schedule – Original Term		
Lease Year	Annual Base Rent	Monthly Base Rent
1	\$122,332.00	\$10,194.33
2	\$122,332.00	\$10,194.33
3	\$122,332.00	\$10,194.33
4	\$122,332.00	\$10,194.33
5	\$122,332.00	\$10,194.33
6	\$137,011.84	\$11,417.65
7	\$137,011.84	\$11,417.65
8	\$137,011.84	\$11,417.65
9	\$137,011.84	\$11,417.65
10	\$137,011.84	\$11,417.65

(H)(i) Base Rent Schedule – First Additional Term – see Article 22		
Lease Year	Annual Base Rent	Monthly Baes Rent
1	\$153,453.26	\$12,787.77
2	\$153,453.26	\$12,787.77
3	\$153,453.26	\$12,787.77
4	\$153,453.26	\$12,787.77
5	\$153,453.26	\$12,787.77

(H)(ii) Base Rent Schedule – Second Additional Term – see Article 22		
Lease Year	Annual Base Rent	Monthly Base Rent
1	\$171,867.65	\$14,322.30
2	\$171,867.65	\$14,322.30
3	\$171,867.65	\$14,322.30
4	\$171,867.65	\$14,322.30
5	\$171,867.65	\$14,322.30

(I) Fixed CAM: \$22,091.72 for the first Lease Year. Fixed CAM shall automatically increase on the commencement of the second and each successive Lease Year by 4% over the amount of Fixed CAM for the preceding Lease Year (see Article 4).

(J) Percentage Rent Rate: N/A.

(K) Security Deposit: \$15,297.50. Tenant shall pay the Security Deposit to Landlord simultaneously with Tenant's execution of this Lease. Landlord will retain the Security Deposit as security for Tenant's full and prompt performance of Tenant's obligations in this Lease. Landlord may deduct from the Security Deposit sums required to cure any Tenant breach or Tenant Default (as defined in Article 14) or to pay for costs or other damages Landlord may suffer as a result of a Tenant breach or Tenant Default (the "Application"). Upon Landlord's notice, Tenant shall pay Landlord the amount of the Application. Tenant has no right to apply any portion of the Security Deposit against any of Tenant's obligations under this Lease. After the Expiration Date and a reconciliation of Tenant's Rent account, if Tenant is not in breach and there is no Tenant Default, Landlord will promptly return the unapplied balance of the Security Deposit to Tenant. The Security Deposit will be transferred to anyone acquiring the interest of Landlord in this Lease and the prior Landlord will have no obligation to Tenant to return the Security Deposit.

(L) Permitted Use: Subject to the existing exclusives and prohibited uses set forth on the attached Exhibit "D", the Leased Premises shall be used for the operation of a beauty bar offering nail services such as manicures and pedicures, men's and women's hair coloring, cutting and styling, massage therapy, facials, full body waxing, eyelash and eyebrow waxing and threading services with the incidental sale of services and products related thereto and for no other use or purpose. Provided Tenant obtains and maintains, at all times during the term of this Lease, all necessary governmental permits and approvals and Tenant carries a liquor liability insurance policy with limits of liability as set forth in this Lease, Tenant shall be permitted to sell and serve, on an incidental basis, on-premises consumption of wine, champagne, beer and specialty cocktails to clients patronizing the beauty bar. Tenant is specifically prohibited from: (i) serving alcoholic beverages to individuals who are not customers at the Leased Premises, and (ii) operating the Leased Premises, or any portion thereof, as a massage or tattoo parlor, bar, nightclub, tavern, pub, or cocktail lounge. In no event shall Tenant, or anyone on behalf of Tenant, operate the Leased Premises, or any portion thereof, in a manner that would violate the existing exclusives and prohibited uses set forth in Exhibit "D."

(M) Trade Name: Olive Juice Beauty Bar

(N) Landlord's Notice Address: Village Center West 1669, LLC  
(see Article 21) c/o Kimco Realty Corporation  
Attn: Legal Department  
500 North Broadway, Suite 201  
Jericho, NY 11753

(O) Tenant's Notice Address: 10and5 LLC  
5321 Brotherton Court  
Castle Rock, CO 80104  
Attn: Roxanne Mount  
Telephone: 914-417-1735  
Email: [rrm@strokeofgeniusco.com](mailto:rrm@strokeofgeniusco.com)

In the event of a Tenant Default, then either concurrently with its notice to Tenant or at some time prior to the date Tenant's rights under the Lease are extinguished because of the Tenant Default(s), Landlord shall send a courtesy copy of the default notice to Tenant's attorney at:

Campbell Killin Brittan & Ray LLC  
270 St. Paul Street, Suite 200  
Denver, Colorado 80206  
Attn: J. Kevin Ray, Esq.  
Email: [kray@ckbrlaw.com](mailto:kray@ckbrlaw.com)  
Telephone: 303-394-7203

Notwithstanding the foregoing, this courtesy copy of the notice shall only be an accommodation by Landlord and not an obligation. Tenant acknowledges that Landlord's failure to give this notice shall not invalidate any notice properly given to Tenant and Tenant may not claim a default or breach by Landlord, or obtain any rights, arising out of Landlord's failure to send the copy of the notice to the Tenant's attorney.

(P) Brokers: LANDLORD BROKER:  
Sullivanhayes Brokerage LLC  
5570 DTC Parkway, Suite 100  
Greenwood Village, CO 80111  
Attn: Chase Hall  
Telephone:  
Email: [chall@sullivanhayes.com](mailto:chall@sullivanhayes.com)

TENANT BROKER:  
Impact Commercial Real Estate  
9233 Park Meadows Drive  
Lone Tree, CO 80124  
Attn: Heather Taylor  
Telephone: 720-608-4201  
Email: [heather@impactcommercial.com](mailto:heather@impactcommercial.com)

(Q) Guarantors Roxanne Rabasco Mount  
5321 Brotherton Court  
Castle Rock, CO 80104  
Telephone: (914) 417-1735  
Email: [rrm@strokeofgeniusco.com](mailto:rrm@strokeofgeniusco.com)

Gregory Mount  
5321 Brotherton Court  
Castle Rock, CO 80104  
Telephone: (914) 417-1735  
Email: [gtm@victoryhotelpartners.com](mailto:gtm@victoryhotelpartners.com)


(R) Terms/Exhibits: The following Terms/Exhibits are attached to this Lease and incorporated and made a part of this Lease:

General Terms and Provisions  
Exhibit "A" - Shopping Center Site Plan  
Exhibit "B" - Intentionally Deleted  
Exhibit "B-1" - Contractors Indemnity Agreement  
Exhibit "C" - Shopping Center Sign Criteria  
Exhibit "C-1" - Tenant's Pre-Approved Signage  
Exhibit "D" - Existing Exclusives and Prohibited Uses  
Exhibit "E" - Tenant's Pre-Approved Scope of Work

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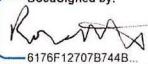
**Remainder of Page Left Intentionally Blank  
Signature Page to Follow**

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective hands as of the day and year first above written.

 LANDLORD:  
**VILLAGE CENTER WEST 1669, LLC**, a Colorado limited liability company  
By: KRCX Colorado Realty, LLC, its sole member

DocuSigned by:  
  
BY: DAFFE18FCE4E4E9...  
NAME: Jason Lee  
TITLE: Vice President  
DATE: 2/28/2024

TENANT:  
**10ANDS LLC**

DocuSigned by:  
  
BY: 6176F12707B744B...  
NAME: Roxanne Rabasco Mount  
TITLE: Owner  
DATE: 2/27/2024



## GENERAL TERMS AND PROVISIONS

2. **Payment of Rent.** Tenant's obligation to pay Tax Rent and Fixed CAM (and any other charges under the Lease other than Base Rent) shall commence on the Triple Net Rent Date. Beginning on the Rent Commencement Date and thereafter on the first (1st) day of each month during the Lease Term, Tenant shall pay to Landlord the Monthly Rent Payment. The "Monthly Rent Payment" shall mean the monthly installment of Base Rent (plus 4% of such amount as Landlord's management fee) and one twelfth (1/12th) of the Fixed CAM, Snow Reimbursements and Tax Rent (such terms as defined below), due for the applicable Lease Year and, if applicable, with the amount of any tax charged on the Monthly Rent Payment. The Monthly Rent Payment will be pro-rated for partial calendar months. Tenant shall pay the first Monthly Rent Payment to Landlord simultaneously with Tenant's execution of this Lease. The term "Rent" shall mean Base Rent and Additional Rent. "Additional Rent" shall refer collectively to Tax Rent, Fixed CAM, Snow Reimbursements, and any other payment(s) that Tenant is required to pay to Landlord under this Lease. Rent is due and payable without any notice, offset, demand or abatement. The obligation to pay Rent is a separate, independent, and unconditional covenant. Tenant agrees that it will participate in any ACH, EFT, direct debit or other electronic transfer of funds payment method designated by Landlord from time to time (the "Electronic Payment") for the payment of Rent due to Landlord under the Lease. Tenant agrees to complete and submit to Landlord or its designated agents any information, forms or registration required to implement Tenant's participation in the Electronic Payment program and maintain and update the information as needed to ensure accurate and timely payments. Any payment not made by Electronic Payment, must be made by direct debit, check or other method acceptable to Landlord.
3. **Taxes/Tax Rent.** "Taxes" shall mean real estate taxes, special and general assessments, water and sewer rents, governmental license/permit fees, and all other governmental impositions and charges relating to the Shopping Center along with the reasonable costs and expenses (including reasonable legal costs) for any tax appeal or challenge brought by Landlord. Taxes shall not include Landlord's income taxes, estate taxes, or transfer taxes or any late fees, penalties, or interest imposed as a result of Landlord's failure to timely pay Taxes. If any method of taxation prevailing on the date of this Lease is altered, so as a substitute for the whole or any part of real estate taxes there is levied or assessed a different kind of tax, the different tax shall be deemed included in "Taxes". "Tenant's Fraction" (for purposes of Tax Rent and if applicable, Snow Reimbursements) shall be equal to a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total square foot floor area which is leasable for space (on the first day of the month in question) inside all the buildings of the Shopping Center. For the purposes of Tax Rent only, the denominator will be reduced by the floor area of an occupant that pays its own Taxes. "Tax Rent" refers to Tenant's share of Taxes for the applicable period which will be determined by Landlord taking the total Taxes for such period and multiplying it by Tenant's Fraction. Landlord will provide an estimated amount of the Tax Rent (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable Tax period if the total of the monthly payments by Tenant for the year is more or less than the Tax Rent actually due for the period, then appropriate adjustments shall be made with (i) Tenant paying to Landlord any underpayment, or (ii) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant). Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally.
4. **Common Area/Snow Reimbursements.** Subject to the provisions of this Lease and the Rules (as defined below), Tenant shall have the non-exclusive right to use the parking areas, driveways, sidewalks and other improvements and amenities of the Shopping Center which are, from time to time, made available by Landlord and any other owners of portions of the Shopping Center for the common use of the tenants and other occupants of the Shopping Center (collectively, the "Common Areas"). Landlord shall cause the Common Areas to be maintained in good condition. Landlord reserves the exclusive right at any time to (i) change, reduce or add to the Common Areas (including but not limited to, installing electrical car charging stations, customer pick up locations [e.g. lockers and designated waiting/pickup areas] and/or similar other amenities consistent with those found in mixed use projects located within the Shopping Center's metropolitan area), and (ii) promulgate and enforce rules and regulations governing the use of the Common Areas including those posted at the Shopping Center (the "Rules"). However, Landlord agrees that, for so long as Tenant is open and operating for business at the Leased Premises and is not in default of any of the terms or provisions of the Lease beyond applicable notice and cure periods, Landlord shall not construct or permit (except as may be required by law) the construction of any new permanent buildings in the "No Build Area" shown on Exhibit "A" attached hereto which would materially obstruct access to or the visibility of the Leased Premises. Tenant and its employees, contractors, agents, subtenants and licensees will be required to observe the Rules. Any individual failing to observe the Rules may, in Landlord's discretion, be trespassed from the Shopping Center and refused future entry on to the property. During the Lease Term, Tenant shall pay to Landlord Fixed CAM as a contribution towards all costs and expenses of every kind and nature (other than snow and ice removal) incurred by Landlord in keeping, maintaining and insuring the Common Areas, and the administration thereof. In addition to Fixed CAM, Tenant shall also be required to pay to Landlord each calendar year, Tenant's Fraction of the costs and expenses incurred by Landlord for Common Area snow and ice removal, plus a fifteen percent (15%) administrative fee ("Snow Reimbursements"). Tenant's annual share of Snow Reimbursements shall be determined each calendar year by multiplying the total costs of Common Area snow and ice removal by Tenant's Fraction. For the purposes of Snow Reimbursement only, the denominator will be reduced by the floor area of an occupant that pays for its own snow and ice removal. Landlord will provide, from time to time, an estimated amount of the Snow Reimbursements (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable calendar year, if the total of the monthly payments by Tenant for the year is more or less than the Snow Reimbursements actually due, then appropriate adjustments shall be made with: (a) Tenant paying to Landlord any underpayment, or (b) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant).



5. **Gross Sales.** "Gross Sales" refers to the amount or value of all merchandise and/or services sold or rendered in or from the Leased Premises, without exception, including merchandise/services sold over the internet which either originated from the Leased Premises or were picked up/redeemed by customers at the Leased Premises. Within thirty (30) days after the end of each calendar quarter, Tenant shall submit to Landlord a written statement setting forth in reasonable detail the Gross Sales for the reporting period. Tenant must maintain Gross Sales books and records for at least forty-eight (48) months after the Lease Year to which they pertain.
6. **Condition and Use of Leased Premises.** Tenant accepts each of the Leased Premises, the Shopping Center and Common Areas in their "as is" and "where-is" condition. Except as may be set expressly forth in this Lease, Landlord has made no representations concerning the Leased Premises, the zoning of the Shopping Center, the Common Areas, or the ability of Tenant to operate the Permitted Use. Other than as set forth in Article 9, Article 24 and Article 25 of this Lease, Landlord has no obligation to perform any alterations or improvements to the Shopping Center or the Leased Premises. If Tenant enters the Leased Premises before the Lease Commencement Date, all provisions of this Lease shall apply except (unless otherwise stated herein) the obligation to pay Rent. Tenant shall use the Leased Premises for the Permitted Use only, and shall use best efforts to open for business following the Lease Commencement Date and continuously keep the Leased Premises open for business during such days and hours as the Shopping Center is open for business. Tenant agrees that it will not: (i) conduct any auction, fire, bankruptcy, going out of business or similar sale at the Leased Premises or the Shopping Center; (ii) store or display any merchandise on the sidewalks, parking areas or other Common Areas; (iii) distribute any advertising, handbills or conduct any other form of business solicitation within the Common Areas, or (iv) conduct any activity within the Leased Premises or the Common Areas which would be considered a nuisance or cause any objectionable odors, sounds or vibrations. Tenant shall keep the Leased Premises free of rodents, vermin, insects and other pests and provide regular extermination services when necessary. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises. Tenant may only use, handle, sell or store in the Leased Premises and/or Shopping Center Permitted Hazardous Materials. "Hazardous Materials" are materials which are deemed, under applicable Laws (as defined below), to be hazardous to health, safety or the environment. "Permitted Hazardous Materials" are Hazardous Materials of the type and quantities that are safely and legally found in first class shopping centers. Tenant's use, sale, storage and disposal of the Permitted Hazardous Materials must comply with all environmental and other Laws, as defined below.
7. **Utilities.** Prior to the Lease Commencement Date, Tenant shall arrange (in its name) and pay for all gas, water, sewer, telephone and other utility services for the Leased Premises (the "Utilities"). Tenant shall pay for all Utilities consumed or used at the Leased Premises as and when due. The Leased Premises is separately metered for gas and electric and sub-metered for water. Tenant shall pay Landlord, as additional Rent, as and when billed by Landlord, all charges for consumption thereof based on the submeter. Landlord shall have the right to service the Shopping Center (and to require Tenant to obtain its services from the provider) with solar generated or other renewable forms of electricity at cost competitive rates. Tenant agrees to cooperate with Landlord's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Leased Premises.
8. **Maintenance and Repairs.** Tenant shall repair, maintain, replace and perform any required alterations or improvements to the following: (i) the Leased Premises, (ii) Tenant's signs, personal property, fixtures and equipment, (iii) the electrical, plumbing, sewerage, water, gas lines and equipment exclusively servicing the Leased Premises (whether inside or outside the Leased Premises), (iv) the heating, ventilating and air conditioning system ("HVAC") exclusively servicing the Leased Premises, (v) the storefront of the Leased Premises, including the plate glass, windows, doors, hardware, trim or closure devices at the Leased Premises, and (vi) the fire and life-safety systems inside and/or exclusively servicing the Leased Premises, including, without limitation, any component thereof. The foregoing obligations of Tenant includes the responsibility to: (i) keep all of the foregoing in a good and safe condition and in compliance with all governmental laws, codes, ordinances and regulations, including, but not limited to, those related to the accessibility requirements within the Leased Premises (collectively, the "Laws"), (ii) provide Landlord with evidence of such compliance, within fifteen (15) days for any Health and Safety requirements and thirty (30) days for all other of Landlord's requests, and (iii) promptly provide Landlord with any notice of violation of Laws upon Tenant's receipt. If the need arises due to Tenant's use of the Leased Premises and/or Tenant's Work (as defined in Article 10) to make or install any improvements or alterations to other portions of the Shopping Center (the "Required Repair"), Landlord may, at Tenant's cost, either require Tenant to make the Required Repair, or elect to make the Required Repair. Tenant shall cooperate with any efforts by Landlord to comply with Laws. Tenant shall maintain a service contract for seasonal maintenance of the HVAC with a licensed HVAC contractor, and, upon request, provide a copy of same to Landlord. All garbage, waste and refuse will be regularly removed by Tenant at Tenant's expense. Should Landlord have (or initiate) a uniform HVAC maintenance program or a trash removal program, Tenant agrees, at Tenant's expense, to participate in the program(s) and use Landlord's designated contractor, provided its price is competitive with other licensed contractors in the region. Tenant shall, at its cost, remove from the sidewalks and Common Areas any rubbish or debris due to its activities and any snow or ice on the sidewalks adjacent to the Leased Premises. The roof, foundation, exterior of the perimeter demising walls and load bearing structural columns are not a part of the Leased Premises and will be maintained by Landlord unless the need for repairs arises out of an act or omission of Tenant, or its subtenants, licensees, employees, contractors, agents and/or anyone else claiming by, through, or under Tenant (the "Tenant Parties") (such as roof penetrations performed by or on behalf of Tenant or any of the Tenant Parties), in which case Landlord may either require Tenant to make the repairs, or elect to make the repairs at Tenant's cost. Landlord reserves the right to place signs or equipment (including utility equipment) and to perform additional construction within such areas. On the Expiration Date, Tenant shall remove its property and fixtures and surrender the Leased Premises in good condition and repair excluding reasonable wear, tear, and damage from casualties which Tenant is not required under this Lease to restore. Any personal property not removed shall be deemed abandoned by Tenant and shall become the property of Landlord. Landlord and its agents may enter the Leased Premises upon not less than twenty-four (24) hours'

notice during normal business hours (and in the case of any emergency or any violation of Laws at the Leased Premises, at any time and without notice ) to: (a) make any repairs, alterations, or improvements, including the installation, maintenance, repair, upgrading or removal of pipes, wires and other conduits serving other tenant spaces or other parts of the Shopping Center, (b) permit persons to inspect the Leased Premises, and (c) perform other actions or rights by Landlord under this Lease. If Tenant fails to repair, maintain, replace and perform any required alterations or improvements required by Tenant pursuant to this Article 8 after thirty (30) days written notice from Landlord to Tenant of the necessity for same (except in the case of any such failure that Landlord reasonably determines exists the potential for imminent death, bodily injury to any person(s) or loss of property, or is of an emergency or a violation of Laws, in which case Landlord may provide 24 hours' notice or no notice, as reasonably determined by Landlord under such circumstances), then Landlord may enter into the Leased Premises and make the repairs on Tenant's behalf and upon delivery to Tenant of a written statement of the costs incurred by Landlord, Tenant shall reimburse Landlord for such costs within thirty (30) days. In exercising Landlord's rights pursuant to this Article, Landlord shall use reasonable efforts to not materially and adversely interfere with the operations of Tenant's business and will cause as little damage to the Leased Premises as reasonably practical (any physical damage to the Leased Premises caused solely by Landlord during such access shall be promptly repaired by Landlord after written notice from Tenant to Landlord regarding such damage).

9. **Signs.** Landlord shall deliver the Leased Premises free of any and all signage from any prior occupant and without damage related to the removal thereof. Promptly after the Lease Commencement Date, Tenant shall, at its sole cost and expense, install on the exterior windows of the Leased Premises temporary window signage announcing the forthcoming opening of Tenant's business. Prior to opening for business, Tenant must remove the temporary window signage and install an exterior sign on the façade of the Leased Premises. All of Tenant's exterior signage must: (i) conform to applicable Laws and the Shopping Center signage criteria which, if any, is attached to this Lease as Exhibit "C", (the "Sign Criteria") and (ii) be approved by Landlord in writing prior to being installed. On or before the Expiration Date Tenant must remove its exterior sign and repair/repaint the areas of the façade where the sign was located. Landlord reserves the right to periodically update or modify the Sign Criteria and require Tenant to install, at its sole cost, new signage conforming to the revised Sign Criteria that must be approved by Landlord prior to installation. If Landlord has a designated sign vendor for the Shopping Center, then Tenant is required to use Landlord's designated sign vendor for the design, manufacture and installation of all exterior signage (provided the vendor rates for services, in Tenant's reasonable determination are competitive) and Landlord shall have no obligation to review or approve any sign drawings which have not been prepared by Landlord's designated sign vendor. Presently, although subject to change, Landlord currently does not have a designated sign vendor for the Shopping Center. During the last six (6) months of the Lease Term, Landlord reserves the right to place a "For Lease" sign in the window of the Leased Premises. Landlord has approved the sign drawings attached hereto as Exhibit "C-1" ("Tenant's Pre-Approved Signage"). Any changes to Tenant's Pre-Approved Signage shall require Landlord's prior written consent. The drawings remain subject to governmental approval. Landlord shall have the right to remove any signage that has been installed by Tenant at the Leased Premises in violation of the requirements of this Article upon twenty-four (24) hours prior notice to Tenant.
10. **Construction.** Any alterations, remodeling or other improvements Tenant desires to make to the Leased Premises ("Tenant's Work"), shall be performed by Tenant: (i) at its sole cost and expense, (ii) in compliance with all Laws, and (iii) except as provided below, in accordance with Approved Plans (as defined below). Within fifteen (15) days of the Effective Date, and before starting any other Tenant's Work or filing for building or other permits, Tenant must submit to Landlord, for its review and approval, plans and specifications for Tenant's Work (the "Plans"). Landlord shall inform Tenant of any objections to the Plans within thirty (30) days after receipt. If Landlord provides objections to the Plans, Tenant shall, within fifteen (15) days of receiving Landlord's objections, deliver to Landlord revised Plans, which Landlord shall accept or reject within the next fifteen (15) days. The term "Approved Plans" refers to the final Plans which have been approved by Landlord. Landlord's review and approval of Tenant's Plans is not an affirmation by Landlord that the Plans (or Tenant's Work) comply with applicable Laws nor does the approval impose any liability on Landlord. Notwithstanding the foregoing, Landlord has approved of Tenant's scope of work attached hereto as Exhibit "E" ("Tenant's Pre-Approved Scope of Work"), provided, however, that Tenant's Work shall still remain subject to Landlord's approval of its Plans. Before starting Tenant's Work, Tenant must provide to Landlord: (a) the Contractor Indemnity Agreement (attached as Exhibit "B-1") signed by Tenant's contractor, (b) certificates or other evidence that Tenant and its contractor have the insurance required by this Lease, and (c) permits or other evidence that Tenant has obtained all governmental approvals required for the construction of Tenant's Work. Once Landlord receives and approves the foregoing, Tenant shall promptly commence and complete Tenant's Work in accordance with the Approved Plans. Tenant shall pay, when due, all charges for labor and materials associated with Tenant's Work. Before opening for business, Tenant must obtain and deliver to Landlord all governmental permits (including any certificate of occupancy) required for Tenant to use and occupy the Leased Premises (the "Occupancy Permits"). Within thirty (30) days following Tenant opening for business, Tenant shall obtain and deliver to Landlord either (a) paid invoices with line items for all of Tenant's Work, or (b) Tenant's general contractor's detailed schedule of values, along with final unconditional lien waivers from all contractors, subcontractors and materialmen who performed any Tenant's Work (the "Invoices and Lien Waivers"). Tenant is required to perform Tenant's Work in a manner that minimizes the disruption of ongoing business and other activities in the Shopping Center and limit its construction and staging areas to the interior of the Leased Premises. Each day, Tenant must remove any debris or materials in the Common Areas caused by Tenant's Work. Persons performing any portion of Tenant's Work are only allowed to park their vehicles in areas designated by Landlord. If Landlord or its representative inspects the Leased Premises and determines that Tenant's Work is not being done in accordance with the Approved Plans, Tenant shall immediately correct the deficiencies or omissions. Notwithstanding the foregoing, following Tenant's initial build-out, Tenant may make interior non-structural alterations (not to exceed Twenty-Five Thousand Dollars (\$25,000)) to the Leased Premises which do not (i) affect any mechanical, structural or utility systems located in, or serving, the Leased Premises, or (ii) require a building permit without obtaining

Landlord's consent. Tenant shall deliver to Landlord "as-built" plans or drawings of such alterations promptly after the alterations have been completed. During the course of all alterations, additions and/or improvements to the Leased Premises, Tenant shall post and keep posted (until completion of the same), in a conspicuous place upon the Leased Premises, and shall personally serve upon all contractors and subcontractors performing any of the alterations, additions and/or improvements, a notice consistent with Colorado Revised Statute Section 38-22-105, stating that Landlord's interest in the Leased Premises shall not be subject to any lien for said work. Notwithstanding anything contained herein, in the event Tenant's Work only consists of minor cosmetic changes (installation of shelves, painting and carpeting, and other similar interior non-structural minor cosmetic changes), then Tenant shall not be required to provide Landlord with any Plans. However, in the event Tenant's Work (a) affects the plumbing, electrical or other mechanical systems serving the Leased Premises or (b) consists of structural improvements in or to the Leased Premises or (c) requires the submittal of plans to the municipality and/or requires municipal permits and approvals, then Tenant shall be required to submit Plans to Landlord as set forth herein.

**11. Indemnification.**

(A) Tenant shall defend, indemnify and hold Landlord (along with the Landlord Insured Parties [as defined below] and any fee owner of the Shopping Center) harmless from all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages (i) claimed to have been caused by or resulted from any act, omission or negligence of Tenant or Tenant Parties no matter where occurring, (ii) occurring in the Leased Premises, except to the extent caused by Landlord's negligence (iii) for compensation or brokerage fees claimed by any broker or other party in connection with the making of this Lease (except for any broker with whom Landlord has agreed to compensate per separate agreement), (iv) arising out of any liens placed against the Leased Premises or the Shopping Center resulting from Tenant's Work or any act or omission of Tenant or the Tenant Parties (a "Tenant Lien"), (v) arising out of the use, storage or disposal by any of the Tenant Parties of Hazardous Materials (including, any Permitted Hazardous Materials) and (vi) arising out of any breach or default by Tenant. Landlord shall not be liable for any injury or any loss or damage to or interference with any merchandise, equipment, fixtures, or other personal property or the business operations of Tenant or anyone in the Leased Premises occasioned by: (a) the act or omission of persons occupying other premises in the Shopping Center; (b) any defect (latent or otherwise) in any building or the equipment, machinery, or utilities; (c) any breakage or leakage of the roof, walls, floor, pipes, sewerage and/or other equipment; (d) any backing up, seepage or overflow of water or sewage; and/or (e) flood, rain, snowfall or other elements or Acts of God, except to the extent caused by Landlord's negligence or willful misconduct with regard to (b),(c) or (d).

(B) Subject to the provisions of Articles 12 and 21(F), Landlord shall indemnify Tenant against any losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages caused by or resulting from personal injury or property damage: (i) occurring in the Common Areas except to the extent caused by any act, omission or negligence of Tenant or anyone claiming under Tenant or its subtenants, concessionaires, employees, contractors or invitees; (ii) caused by or resulting from any negligent act or omission of Landlord or its agents, employees or contractors, (iii) arising out of any liens placed against the Leased Premises resulting from any work performed by Landlord; (iv) arising out of the use, storage or disposal by Landlord of Hazardous Materials; and/or (v) arising out of any breach of this Lease or default hereunder by Landlord.

- 12. Insurance; Waiver of Subrogation.** Tenant shall maintain: (i) property insurance for all Tenant's personal property and improvements (including, without limitation, any Tenant's Work), (ii) Comprehensive General Liability insurance (including bodily injury and property damage) insuring Tenant and Landlord with minimum coverage of Two Million Dollars (\$2,000,000) combined single limit and a liquor liability insurance policy with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, (iii) umbrella liability insurance covering Comprehensive General Liability and liquor liability with not less than Five Million (\$5,000,000) Dollars in coverage, and (iv) business interruption insurance. During any period Tenant is constructing any Tenant's Work, Tenant (or its contractor) must maintain the following insurance: (a) Comprehensive general liability insurance including Blanket Contractual Liability with a minimum level of coverage in the amount of Three Million Dollars (\$3,000,000) Combined Single Limit for bodily injury and property damage, (b) Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the state where the Leased Premises is located, and (c) Employer's Liability with a limit of not less than One Million Dollars (\$1,000,000) for all damage. Tenant's (and its contractor's) insurance must (1) be primary and not secondary coverages, (2) be issued by an insurance company having an "AM Best Rating" of A-VIII or better, (3) name Landlord, its lender (if any) or any other party designated by Landlord as additional insureds (collectively, the "Landlord Insured Parties"), (4) contain a waiver of any right of recovery by way of subrogation against any Landlord Insured Parties in the event of any loss, (5) provide for a thirty (30) day written notice to the Landlord Insured Parties prior to cancellation or material change of coverage, and, (6) be for a term of not less than one (1) year. Prior to the Lease Commencement Date, and thereafter when each policy is renewed or replaced, Tenant must provide Landlord with certificates or copies of the declaration page evidencing the insurance coverages required by this Lease. Landlord and Tenant hereby release the other for property damage to the extent of the insurance it is required to carry under this Lease. Landlord and Tenant hereby release the other and all other persons claiming by, through or under it by way of subrogation from any and all liability for loss or damage to property to the extent covered by insurance policies which are required by this Lease and/or maintained by the party suffering the loss, even if such loss or damage is caused by the fault or negligence of the other or of any persons claiming by, through or under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation.

- 13. Destruction of Leased Premises; Eminent Domain.** If due to a fire, casualty, or eminent domain either: (i) the Leased Premises, or (ii) a substantial portion of the Shopping Center is materially damaged and/or rendered

untenantable then Landlord shall have the option, within ninety (90) days after the date of casualty or notice of the eminent domain, on written notice to Tenant, to terminate the Lease, in which case the Lease shall end on the date specified in Landlord's notice. If the Lease is not terminated by Landlord, then Tenant shall, immediately on notice from Landlord, remove its fixtures, other property and debris as required by Landlord, and then Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant; and on completion thereof, Tenant shall restore Tenant's property and promptly reopen for business. There will be a fair and equitable abatement of Rent during the period Tenant is unable to use the Leased Premises subject to any recovery Tenant is able to obtain from its own insurance carriers. If after the restoration of the Leased Premises, the Floor Area is more or less than the Floor Area stated in this Lease, future Rent will be equitably adjusted to reflect the new size of the Leased Premises. If the Lease is terminated as a result of eminent domain, Tenant: a) shall not be entitled to any part of Landlord's award or damages, but (b) may assert its own claim for damages from the condemning authority as long as it does not reduce Landlord's award or damages. In the event the structure of the Leased Premises is substantially damaged as a result of fire or other casualty, to the extent that Tenant cannot reasonably operate its business, and the casualty did not arise out of any act or omission of Tenant, and Tenant desires to know Landlord's estimate of the time it will take to complete the repairs, Tenant shall, within sixty (60) days after the date of casualty, give Landlord written notice specifically citing this Article and requesting that Landlord give an estimate of the time it will take to complete the repairs. Landlord shall respond to Tenant within thirty (30) days after its receipt of Tenant's notice. In the event Landlord reasonably estimates that it will take more than one (1) year (from the date of the casualty) to complete the repairs, then Tenant shall have the right to terminate this Lease by giving ten (10) days written notice to Landlord within ten (10) days after receiving Landlord's response.

**14. Tenant Default; Attorney's Fees; Mitigation.** A "Tenant Default" shall be deemed to have occurred when Tenant fails to: (i) make any Rent payment (or other payment required by this Lease) within five (5) days after the date the payment was originally due, (ii) remove, bond or discharge any Tenant Lien within ten (10) days after written notice of such Tenant Lien (failing which, in addition to all other rights and remedies hereunder, Landlord may bond or otherwise remove the Tenant Lien and collect all expenses incurred from Tenant as Additional Rent), (iii) Tenant fails to timely execute and deliver any instruments or certificates required under Articles 12, 15 or 18, it being understood and agreed that no additional notice or grace period shall be required for such failure to constitute a Tenant Default, or (iv) perform or observe any other obligation of Tenant under this Lease within fifteen (15) days after receipt of written notice from Landlord. Bankruptcy of any Guarantor under the Lease shall be deemed a Tenant Default for which Landlord shall be entitled to terminate the Lease. Landlord may, but shall not be required, to permit Tenant to provide a substitute guarantor which is acceptable to Landlord, in Landlord's sole discretion, or such other security as is acceptable to Landlord within thirty (30) days of the filing of the Guarantor's bankruptcy. Upon the happening of a Tenant Default, Landlord shall have all rights and remedies available at law or equity, including but not limited to: (a) the right (without the need to provide any prior notice to Tenant) to perform or cure, at Tenant's cost and expense, Tenant's obligation (and if necessary enter upon the Leased Premises) (the costs incurred by Landlord are Additional Rent payable by Tenant upon Landlord's demand), (b) terminate this Lease and Tenant's right to possession of the Leased Premises by any lawful means, in which case Tenant must immediately surrender possession of the Leased Premises to Landlord, (c) not terminate Tenant's right to possession but continue this Lease in full force and effect; however, Landlord may enforce all rights and remedies under this Lease, including the right to recover Rent and all other charges due hereunder as Rent and such other charges as shall become due, or (d) reenter the Leased Premises and on behalf of Tenant relet all or a part of the Leased Premises at such rental or rentals and upon such other terms and conditions (which may be for a term extending beyond the Lease Term) as Landlord in its sole discretion may deem advisable (it being expressly understood that unless required by Laws, Landlord is under no obligation to relet the Leased Premises). Should Landlord reenter the Leased Premises, Landlord shall not be deemed to have terminated this Lease or have accepted surrender thereof by any such reentry, or reletting on Tenant's behalf, unless Landlord notifies Tenant in writing that it has so elected to terminate this Lease and Tenant's right to possession. Landlord shall also be entitled to recover from Tenant: (1) all accrued and unpaid Rent, (2) the Rent (the "Remaining Rent") which would have been payable to Landlord had the Lease not been terminated due to the Tenant Default, and (3) all damages, costs and expense incurred by Landlord as a result of the Tenant Default. The Remaining Rent may be recovered monthly or Landlord may elect (if allowed by Laws) to accelerate the Remaining Rent (for loss of a bargain and not as a penalty). In any litigation concerning this Lease, the non-prevailing party must pay the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party. Tenant may interpose any mandatory or compulsory counterclaims that, by operation of law, would be lost if not brought in Landlord's action. If required by Laws, Landlord will make reasonable efforts to mitigate its damages, but, Landlord is not obligated to lease the Leased Premises at below market rent or to a tenant Landlord, in its sole judgment, deems undesirable, nor is Landlord required to relet the Leased Premises before other stores Landlord may have available for lease. The costs of any reletting are part of the damages Landlord may recover upon a Tenant Default. **TO THE EXTENT ALLOWED BY LAWS, LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION.**

- 15. Subordination; Quiet Enjoyment.** This Lease is subject and subordinate to all matters of record which now or hereafter encumber the Shopping Center and/or Landlord's interests in the Shopping Center (the "Encumbrances"). This clause shall be self-operative and no further instrument of subordination shall be required, but if requested by Landlord, Tenant will execute instruments acknowledging the subordination. If Landlord transfers (by sale or foreclosure [or deed in lieu], or by virtue of termination of any underlying lease) its interest in this Lease or the Shopping Center, Tenant shall, if requested, attorn to such transferee and execute instruments acknowledging the attornment. Subject to the Encumbrances and the terms of this Lease, Landlord covenants that, absent a Tenant Default, Tenant's peaceful and quiet enjoyment of the Leased Premises shall not be disturbed by Landlord or anyone properly claiming through Landlord.

16. **Assignment and Subletting.** Tenant shall not, directly or indirectly, without the prior consent of Landlord, which may be withheld in Landlord's reasonable discretion: (i) assign this Lease, (ii) sublet all or a part of the Leased Premises, (iii) pledge, mortgage or hypothecate this Lease or any interest herein, or (iv) if Tenant is a business entity permit the sale or transfer of any ownership interest in Tenant which results in a change of control or management of Tenant ("Transfer"). Before engaging in any Transfer, Tenant must provide Landlord with thirty (30) days prior written notice of the proposed Transfer together with all of the documents and information related to the Transfer, including the experience and financial capabilities (including financial statements) of the parties to the Transfer (the "Proposed Transferee") in a form and content reasonably acceptable to Landlord. Landlord may request additional information and will charge Tenant a fee to compensate Landlord for the costs in reviewing the Transfer request, which is currently Two Thousand Five Hundred Dollars (\$2,500) per request. In any assignment, the assignee must assume this Lease in writing in a form and content reasonably acceptable to Landlord. Unless Landlord provides written notice that it approves the Transfer request, within thirty (30) days after its receipt of all the information required by this Article, Landlord will be deemed to have denied its consent to the Transfer. Consent by Landlord to one or more Transfers shall not: (i) operate as a waiver of Landlord's rights as to any subsequent Transfers, or (ii) release the tenant engaged in the Transfer (or its Guarantor) from any obligations, liabilities or covenants under this Lease (or the Guarantor's guaranty). Anything contained in this Lease to the contrary notwithstanding, Tenant shall not be permitted to enter into a Transfer if the amounts received by Landlord pursuant to this Lease would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Landlord to fail to qualify as income described in Section 856(c) (2) of the Code. Notwithstanding any Transfer, unless specifically approved by Landlord, the Leased Premises shall continue to be used only for the Permitted Use. It will not be considered unreasonable if Landlord, as a condition to its consent to a Transfer, requires the Proposed Transferee to provide to Landlord adequate assurance (in Landlord's reasonable opinion) of the financial ability of the Proposed Transferee to perform the obligations of Tenant under the Lease, which may include, but are not limited to, Landlord requiring a guaranty by an individual or entity acceptable to Landlord or by Proposed Transferee depositing with Landlord additional sums that will be added to the Security Deposit at the time of the Transfer.

17. **Relocation.** Intentionally Deleted.

18. **Estoppel Certificates.** Upon ten (10) business days written notice, Tenant and Landlord shall deliver to the requesting party a signed and acknowledged written statement addressed to Landlord or Tenant, as applicable (or such other parties as the requesting party may designate), on the requesting party's form (or such other commercially reasonable form), certifying: (i) the date of this Lease, (ii) that this Lease is in full force and effect and unmodified (except as stated), (iii) the monthly Base Rent and Additional Rent payable during the Lease Term and the date to which the Rent has been paid, (iv) whether the requesting party is in default, or if there are any offsets, defenses, or counterclaims against the requesting party, and (v) any additional reasonably requested information.

19. **OFAC/FCPA.** Tenant and Landlord represent and warrant to each other that neither the representing party, nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of such representing party, any agent or affiliate or representative of such party: (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person" (collectively, "Sanctions")), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable Tenant Default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate this Lease on written notice to Tenant.

Landlord and Tenant each warrant, represent, covenant and agree that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws") in connection with all obligations under this Lease. No payments of money, gifts or anything of value have been or shall be offered, promised or paid, directly or indirectly, to any person or entity to corruptly influence the acts any government official or member of their family with or without corrupt intent or to obtain or receive an improper advantage. The parties shall keep appropriate records to establish compliance with this provision.

20. **Redevelopment.**

(A) Tenant acknowledges that Landlord may, but is under no obligation to, redevelop the Shopping Center at some time in the future (a "Redevelopment"). Notwithstanding anything in the Lease to the contrary, in Landlord's sole discretion, a Redevelopment of the Shopping Center may include non-retail uses such as hotel, residential, medical and/or office (but shall not include industrial uses). Tenant acknowledges that the process involved in such a Redevelopment may disrupt the normal business activities of the Shopping Center. Tenant agrees to accept the Leased Premises subject to any disturbance or impact any such Redevelopment may have upon the Leased Premises and Tenant's operations; provided that during Redevelopment, Landlord shall act reasonably in its efforts to not materially and adversely interfere with the operations of Tenant's business. Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of buildings, the Common Areas, and/or the location of the Leased Premises without any calendar year construction blackout periods, construction limitations or building restrictions, including any expressly stated in the Lease. Accordingly, the configuration of the Shopping Center shown on the current site plan may be modified due to changes as part of a Redevelopment. However, Landlord agrees that, for so long as Tenant is open and operating for business at the Leased Premises and is not in default of any of the terms or provisions of the Lease beyond applicable notice and cure periods,

Landlord shall not construct or permit (except as may be required by law) the construction of any new permanent buildings in the "No Build Area" shown on Exhibit "A" attached hereto which would materially obstruct access to or the visibility of the Leased Premises.

(B) Upon Landlord's request, Tenant shall remove its exterior signage and fabricate and install, at Landlord's reasonable cost, a temporary sign or banner as directed by Landlord and reasonably satisfactory to Tenant. At Landlord's request, Tenant will remove the temporary signage and reinstall its permanent signage permitted by the Lease. In the event the Shopping Center sign criteria changed as a result of a Redevelopment, then on or before the completion of the Redevelopment, Landlord will provide Tenant with revised Shopping Center sign criteria and Tenant shall be required, at Landlord's sole, reasonable cost and expense, to install a new sign that complies with the new sign criteria. Tenant's sign design drawings and specifications shall be submitted to Landlord for Landlord's written approval prior to the fabrication and erection of Tenant's sign. The sign shall be governed by all applicable provisions of the Lease, including, but not limited to, Tenant's duty to repair and insure the sign. The sign shall be subject to all governmental authorities' codes and restrictions.

## 21. Miscellaneous Provisions.

A. The Lease contains the entire agreement between the parties and can only be modified by a document signed by both Landlord and Tenant. All prior discussions, communications or statements (whether written or oral) between Landlord and Tenant concerning the transactions in this Lease have been superseded by this Lease.

B. The Lease may be signed in counterparts or by email, or other electronic methods acceptable to the parties. If Tenant is more than one individual or legal entity, they are all jointly and severally liable. This Lease (or any memorandum) may not be recorded in any public records.

C. Tenant represents that: (i) other than the Broker, it has not dealt with any broker or other person entitled to compensation in connection with this Lease, and (ii) the person signing this Lease as, or on behalf of, Tenant is duly authorized to execute this Lease on behalf of Tenant.

D. Any Rent not paid when due shall bear interest at fifteen percent (15%) per annum from the date such amount was originally due until paid. In addition, Tenant shall pay Landlord a Fifty Dollar (\$50) late charge for each such late payment. No payment by Tenant or acceptance by Landlord of a lesser amount of Rent due from Tenant shall be deemed payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord's waiver of events that would be a Tenant Default, or the acceptance by Landlord of a partial, late or less than full payment or performance by Tenant of its obligations under this Lease is not a waiver by Landlord of any of the provisions of this Lease. Any waiver by Landlord: (i) must be in writing; (ii) is limited to the scope and duration specified in the waiver; and (iii) is only valid if signed by Landlord. If any person other than Tenant shall pay Rent, the acceptance by Landlord of a payment from any person other than Tenant is not a waiver by Landlord of any provision of this Lease nor creates any relationship between the payor and Landlord. Landlord shall have the sole right to designate the manner in which Rent payments received from Tenant are applied to Tenant's Rent account. This Lease shall be construed in accordance with and governed by the laws of the jurisdiction where the Shopping Center is located, without giving effect to any conflict of laws provision thereof. If a court determines any provision of this Lease (other than Tenant's obligation to pay Rent) is invalid, the remainder of this Lease shall not be affected.

E. Any occupancy of the Leased Premises by Tenant (or anyone claiming by, through, or under Tenant) after the Expiration Date shall be as a tenant at sufferance on the same terms and provisions of this Lease, but during such period the Base Rent will be double the Base Rent due on the day before the Expiration Date.

F. The liability of Landlord under this Lease is limited solely to its interest in the Shopping Center. No other assets of Landlord are subject to any claim of Tenant. This Lease is binding upon the permitted heirs, assigns and successors in interest to the parties. "Tenant" includes the persons named expressly as Tenant and its permitted transferees, successors and assigns. "Landlord" means only the then-owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease and the assumption of this Lease by the transferee, the transferor shall be automatically released from all liability and obligations as Landlord subsequent to the transfer. In no event under any provision of this Lease shall Landlord be liable for loss of business, punitive or consequential damages.

G. Landlord and Tenant will each be excused from performing any obligation hereunder for such period of time it is delayed from doing so by an Act of God, inclement weather, war, civil commotion, casualty, terrorism, labor difficulties, government regulations or orders, delays in obtaining governmental permits and approvals, including delays resulting from third party appeals, or other causes beyond its reasonable control. Nothing in this Lease shall excuse or permit delay of the time for Tenant to pay Rent or other money or to obtain and maintain insurance policies.

H. If Landlord is unable to deliver the Leased Premises by the end of one hundred eighty (180) days after Landlord's execution of this Lease, then either party may terminate this Lease by giving thirty (30) days written notice to the other at any time thereafter and prior to tender.

I. Notices must be in writing and sent by certified mail return receipt requested, or by a nationally recognized overnight courier service to Tenant or Landlord at the addresses set forth above. Notices shall be effective on the earlier of: (i) the date received, or (ii) the date delivery refused. Notices given by Landlord may be given by Landlord, its agent or attorney in any manner permitted by applicable law. Either party may change its address

for notice purposes on written notice to the other party provided the new address is located in the United States, and further provided that Tenant's notice address cannot be a post office box.

J. The parties hereby each agree that its authorized signatories may receive and review this Lease via electronic record and may sign this Lease via electronic digital signature (i.e., DocuSign or similar electronic signature technology), and the parties may rely on such electronic digital signatures as if they are original signatures by each party or duly authorized representatives of each party.

**22. Options to Extend Lease Term.**

A. Provided there is no Tenant Default, and Tenant is in actual physical possession of all of the Leased Premises (and operating and open for business as contemplated by this Lease, in all of the Leased Premises), Tenant shall have the right to extend the term of this Lease beyond the Original Term for two (2) consecutive additional periods of five (5) years each (the "First Additional Term" and the "Second Additional Term", as may sometimes be referred to herein collectively as the "Additional Terms"). In order to exercise an option, Tenant must deliver to Landlord written notice at least three hundred sixty-five (365) days prior to the expiration of the then current Term, of its election to exercise its option, **TIME BEING OF THE ESSENCE** with respect to such notice. Such notice of election to extend the term of the Lease shall be irrevocable. Except as specifically set forth herein, the Additional Terms shall be upon all of the terms and conditions of the Lease except that any articles which were intended to be one time, initial provisions or concessions (such as free Rent, Landlord work, or a Tenant Improvement Allowance) shall be deemed to have been satisfied and shall not apply to the Additional Terms. Also, there shall be no option to extend the term of the Lease beyond the Second Additional Term. The exercise of the option for the First Additional Term is a condition precedent to the exercise of the option for the Second Additional Term. The renewal options set forth in this Article are exclusively for the benefit of 10and5 LLC and any successor, assignee, subtenant or transferee of 10and5 LLC, pursuant to and in accordance with Article 16 of this Lease. In the event of any assignment, subletting, or other transfer of 10and5 LLC's interest in this Lease or the Leased Premises not in accordance with Article 16 of this Lease, then this Article shall be deemed deleted from this Lease. Notwithstanding anything contained herein, or in the Lease to the contrary, in the event that Tenant commits two (2) or more monetary Tenant Defaults in any one (1) calendar year (despite any cure thereof), then, in Landlord's sole discretion, this Article may be revoked in writing by Landlord.

B. **Option Base Rent - First Additional Term.** In the event Tenant exercises its option to extend the Lease Term for the First Additional Term as provided above, the Base Rent during each Lease Year of the First Additional Term shall be as set forth in Article 1(H)(i).

C. **Option Base Rent - Second Additional Term.** In the event Tenant exercises its option to extend the Lease Term for the Second Additional Term as provided above, the Base Rent during each Lease Year of the Second Additional Term shall be as set forth in Article 1(H)(ii).

**23. Tenant Improvement Allowance.**

A. In consideration of Tenant's initial construction of Tenant's Work in accordance with the Approved Plans (if required), Landlord agrees to provide Tenant with a one-time allowance equal to the lesser of (i) the actual cost of Tenant's Work, or (ii) the sum of Eighty-Nine Thousand Nine Hundred Fifty and 00/100 Dollars (\$89,950.00) (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance may only be used to reimburse Tenant for the actual costs incurred by Tenant in constructing Tenant's Work (which costs may include reasonable costs incurred for architect's, engineering, or permitting fees associated with Tenant's Work, but specifically excludes costs incurred for Tenant's personal property, furniture, trade fixtures, equipment, inventory, and signs or any relocation costs associated with any of the foregoing). If the cost of Tenant's Work exceeds the Tenant Improvement Allowance, such excess amount shall be borne solely by Tenant. Landlord will have no obligation to provide Tenant the Tenant Improvement Allowance during a Tenant Default. Landlord shall pay the Tenant Improvement Allowance within approximately thirty (30) days after Tenant has satisfied the following conditions (the "Disbursement Conditions"):

- (i) Completed Tenant's Work in accordance with the Approved Plans (if required) and installed Tenant's signage, approved by Landlord, on the exterior façade of the Leased Premises;
- (ii) Opened the Leased Premises for business to the public for the Permitted Use; and
- (iii) Supplied to Landlord a written request accompanied with all of the following: (a) the Occupancy Permit (see Article 10 of the Lease); (b) the Invoices and Lien Waivers (see Article 10 of the Lease); (c) final as-built plans for Tenant's Work; and (d) a signed W-9 for the Tenant.

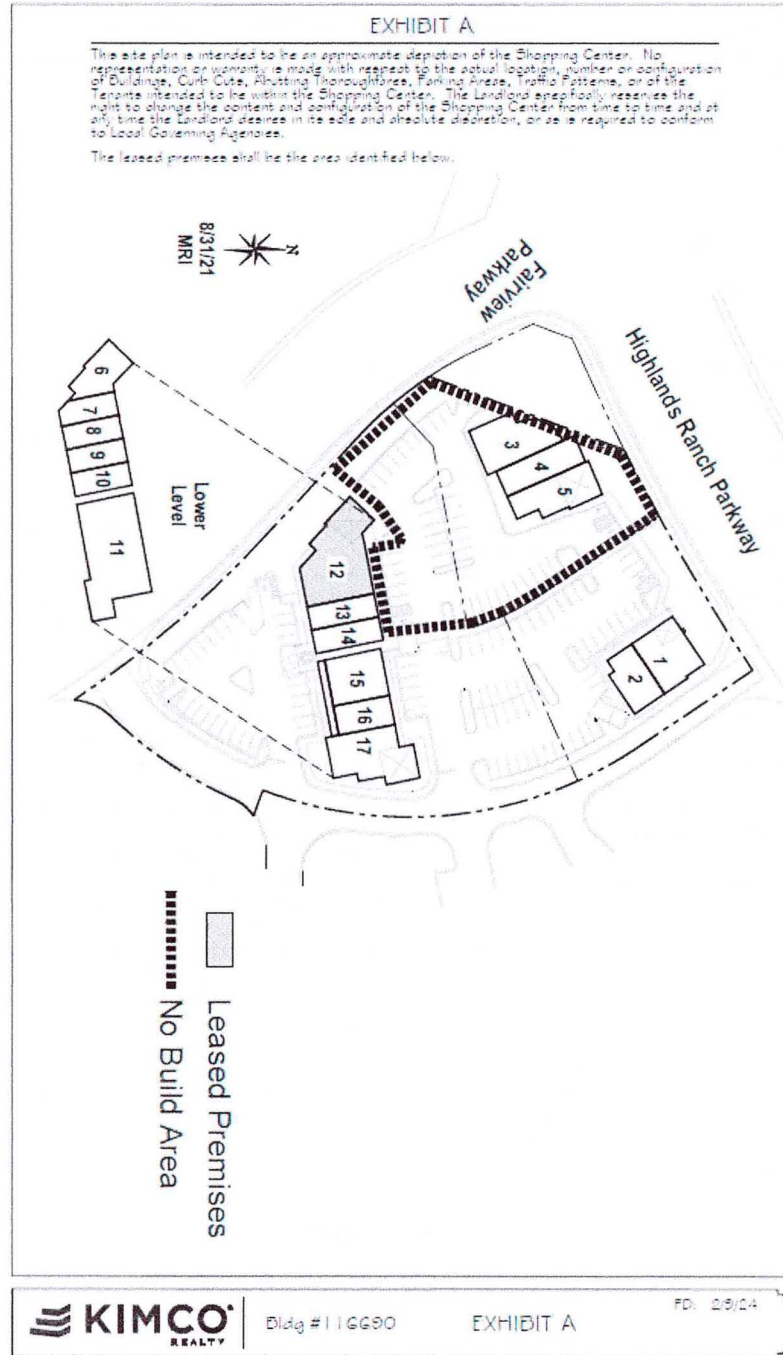
If the Disbursement Conditions are not satisfied within one hundred and eighty (180) days after the Rent Commencement Date, Tenant will forfeit any right to the Tenant Improvement Allowance. In addition, Landlord will not be obligated disburse the Tenant Improvement Allowance while there is a Tenant Default.

B. Landlord and Tenant acknowledge and agree that all alterations, improvements, repairs or installations made by Tenant to or upon the Leased Premises which are funded by the Tenant Improvement Allowance, or the costs of which are reimbursed to Tenant by the Tenant Improvement Allowance, are and shall always remain the property of Landlord. It is expressly agreed and acknowledged that the payment of the Tenant Improvement Allowance is subject in all respects to satisfaction of certain conditions set forth in this Article, which conditions were bargained for by the parties and consideration was given. The economic terms of this Lease would have been different (and less beneficial to Tenant) had these conditions to payment not been agreed to by the Tenant and are binding upon any assignee.



- C. Upon a Tenant Default, Tenant will no longer have any right to the Tenant Improvement Allowance. In addition, if prior to the disbursement of all the Tenant Improvement Allowance, there is a breach by Tenant of its obligations under this Lease, Landlord may deduct from the Tenant Improvement Allowance the amounts needed to cure the breach or to reimburse the Landlord for any costs or expenses Landlord may incur because of the Tenant Default. Furthermore, should Tenant (or its Guarantor), at the time prior to the disbursement of the Tenant Improvement Allowance be subject to any voluntary or involuntary action brought under Title 11 of the U.S. Code or similar Laws (collectively the "Bankruptcy Action") Landlord is not obligated to disburse the Tenant Improvement Allowance until such time as (i) the Bankruptcy Action has been dismissed or discharged, or (ii) Tenant (or a Transferee approved by Landlord) has (1) assumed this Lease pursuant to a "final order" of the court handling the Bankruptcy Action and (2) provided Landlord sufficient "adequate assurance of future performance" (as defined under the Bankruptcy Code) of its ability to satisfy all of Tenant's obligations under this Lease.
24. **HVAC.** Landlord shall deliver the existing 8.5 ton and existing 5-ton HVAC Unit serving the Leased Premises in good working order.
25. **Plumbing and Hair Traps.** Landlord shall deliver the plumbing system exclusively serving the Leased Premises in good working order. Tenant shall, in accordance with all applicable codes, and plans and specifications approved by Landlord, install (and maintain and replace as necessary) hair traps under the sinks, or immediately outside the Leased Premises, connecting all lines from the Leased Premises to the main sanitary branch.
26. **Odor.** Tenant acknowledges that the terms of this Lease prevent the use of the Leased Premises in a manner that shall be offensive and that unless properly conducted, the Permitted Use can cause odors in and about the Leased Premises. Tenant agrees that it shall install, and properly maintain in good working order throughout the Lease Term, such ventilation and other equipment as required by municipal codes and as may be necessary to relieve the Leased Premises and the adjoining and surrounding premises of any objectionable odors caused by Tenant's business operation, as reasonably determined by Landlord, which may include special vents to create negative pressure; and failure to do same shall constitute a Tenant Default under the Lease. Tenant shall defend, indemnify and hold Landlord harmless of and from any loss, cost or expense arising out of such odor or other conditions in the Leased Premises. Tenant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to eliminate all such odors.
27. **Trade Fixtures.** Tenant has requested that it be allowed to utilize certain trade fixtures which presently are located in the Leased Premises (the "Trade Fixtures"). The Trade Fixtures were left in the Leased Premises by a prior tenant. Landlord is not aware of any claims to these Trade Fixtures made by any other party, but Landlord does not warrant nor make any representations, express or implied, as to whether: (i) Landlord has clear title to the Trade Fixtures, (ii) the Trade Fixtures are free of liens, or (iii) the trade fixtures are in good working order or comply with code, Tenant expressly agreeing to take them in their "as-is", "where-is" condition. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESSED OR IMPLIED WITH RESPECT TO THE VALUE, NATURE, QUALITY OR CONDITION OF THE TRADE FIXTURES OR THE SUITABILITY OF THE TRADE FIXTURES FOR ANY PURPOSE OR THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE. Tenant agrees that, in the event a third party asserts a claim to the Trade Fixtures, Tenant will not look to Landlord for any compensation whatsoever, and Tenant will allow the third party to peaceably enter the Leased Premises and remove the Trade Fixtures. Subject to the provisions of this Article, Landlord has no objection to Tenant using the Trade Fixtures, provided that Tenant shall have no right to remove the Trade Fixtures from the Leased Premises at any time, and at the expiration of the Lease Term or sooner termination of the Lease, Tenant shall surrender the Trade Fixtures to Landlord in the same condition as they were in upon delivery of possession of the Leased Premises to Tenant, reasonable wear and tear excepted.

#### END OF GENERAL TERMS AND PROVISIONS

**EXHIBIT "A"****SHOPPING CENTER SITE PLAN**



## Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Olive Juice Beauty Bar, LLC

**The principal office street address is**

5321 Brotherton CT  
Castle Rock CO CO 80104  
US

**The principal office mailing address is**

5321 Brotherton CT  
Castle Rock CO CO 80104  
US

**The name of the registered agent is** Olive Juice Beauty Bar, LLC

**The registered agent's street address is**

5321 Brotherton CT  
Castle Rock CO CO 80104  
US

**The registered agent's mailing address is**

5321 Brotherton CT  
Castle Rock CO CO 80104  
US

The person above has agreed to be appointed as the registered agent for this entity.

**The management of the limited liability company is vested in** Members

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

**Person(s) forming the limited liability company**

Roxanne Rabasco Mount  
5321 Brotherton Ct  
Castle Rock CO 80104  
US

Gregory T Mount  
5321 Brotherton Ct  
Castle Rock CO 80104  
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the

document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Roxanne Rabasco Mount  
5321 Brotherton Ct  
Castle Rock CO 80104  
US

Gregory T Mount  
5321 Brotherton Ct  
Castle Rock CO 80104  
US

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Olive Juice Beauty Bar, LLC

is a

Limited Liability Company

formed or registered on 02/27/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241242486 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2024 that have been posted, and by documents delivered to this office electronically through 03/11/2024 @ 20:59:35 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/11/2024 @ 20:59:35 in accordance with applicable law. This certificate is assigned Confirmation Number 15834144 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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## COLORADO

Department of  
Regulatory Agencies

Division of Professions and Occupations

Below are your electronic wallet cards to use as proof of your license. You can also print your license at any time by visiting [www.colorado.gov/dora/DPO\\_Print\\_License](http://www.colorado.gov/dora/DPO_Print_License) and following the instructions listed.

If you would like a more durable wallet card option, you can order one for a fee by visiting [www.nasbastore.org](http://www.nasbastore.org) and selecting the "Colorado License Cards" link on the left hand side of the page. If you prefer, you can also contact NASBA by phone at 1-888-925-5237 or by email at [nasbastore@nasba.org](mailto:nasbastore@nasba.org).

Should you have questions about your credential, or need other information please contact our Customer Service Team at 303-894-7800 or [dora\\_dpo\\_licensing@state.co.us](mailto:dora_dpo_licensing@state.co.us).

Colorado Department of Regulatory Agencies Division of Professions and Occupations	
Office of Massage Therapy Licensure	
Dustin Rodney Hill Massage Therapist	
MT.0021969 Number	01/01/2023 Issue Date
Active Credential Status	12/31/2024 Expire Date
Verify this credential at: <a href="http://dpo.colorado.gov">dpo.colorado.gov</a>	
Division Director: Sam Delp	Credential Holder Signature

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