


New Liquor License Staff Report

DATE: NOVEMBER 6, 2024
TO: DOUGLAS COUNTY LOCAL LIQUOR LICENSING AUTHORITY
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT 
CC: SHANNA AUSTIN, PUBLIC OUTREACH AND ASSISTANCE MANAGER
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES
SUBJECT: KEKE'S BREAKFAST CAFE – HOTEL AND RESTAURANT LIQUOR LICENSE
PROJECT FILE: LL2024-067

OWNER:
CHICHO, LLC
1164 SGT JON STILES DR
HIGHLANDS RANCH, CO 80129

REPRESENTATIVE:
JOHN HERNANDEZ
G2G MANAGEMENT GROUP, LLC
5755 S SANDHILL RD, STE A
LAS VEGAS, NV 89120

LOCAL LIQUOR LICENSING AUTHORITY HEARING:

NOVEMBER 18, 2024

I. REQUEST

A. Request

Approval of a hotel and restaurant liquor license for Chicho, LLC d/b/a Keke's Breakfast Cafe.

B. Project Description

An application for a new hotel and restaurant liquor license was submitted on September 20, 2024. A hotel and restaurant liquor license must comply with Section 44-3-413 of the Colorado Liquor Code. Under a hotel and restaurant liquor license, alcoholic beverages must be sold for consumption on the premises.

C. Location

The site is located at 1164 Sgt Jon Stiles Drive in Highlands Ranch. It is located northeast of Hepburn Street and northwest of Cpl Max Donahue Lane in the Highlands Ranch Planned Development (PD) Zone District.

II. CONTEXT

This site was originally approved with project file SP2011-092 and allows for retail and restaurant uses as part of the SIP approval. Keke's Breakfast Café is a new restaurant that serves breakfast and lunch. The business hours of alcohol sales will be daily from 7:00 a.m. – 2:30 p.m. There are 35 full-time and 4 part-time employees at this location.

III. PUBLIC NOTICE AND INPUT

In accordance with the Colorado Liquor Code, public notice is required to be posted on the site and published in a local newspaper. No public comment has been received.

IV. STAFF ANALYSIS

A hotel and restaurant liquor license may be approved upon the finding that:

- **Notice was posted and published.**

Staff Comment: Notice was posted on November 4, 2024 and published on October 31, 2024.

- **The license meets the requirements of the neighborhood.**

Staff Comment: The licensed premises is not within 500 feet of a school or within 500 feet of a premises where, within the past two years, a license has been denied based on lack of needs and desires; or any place in violation of local zoning ordinances.

- **The number of similar liquor establishments in the neighborhood does not adequately provide for the needs of the neighborhood.**

Staff Comment: At the time of this staff report, a residential petition and a business petition were being conducted by Oedipus Petitioning. The purpose of the petitions is to identify the needs and desires of the community and will be performed within a one-mile radius from this location. The outcome of this process will be provided to the Authority at or before the hearing.

- **The licensee is of good moral character.**

Staff Comment: Background investigations are complete and show no relevant criminal history.

- **The licensee has legal possession of the premises.**

Staff Comment: The applicant has provided the lease agreement showing legal possession of the premises.

- **The premises is suitable for the requested license.**
Staff Comment: The property is zoned as Planned Development (PD) and a Site Improvement Plan (SIP) was approved for the use.

V. STAFF ASSESSMENT

Staff has evaluated the liquor license in accordance with the Colorado Liquor Code. Should the Authority find that the requirements for the new liquor license are met, the following proposed condition shall be considered for inclusion in the motion to approve the license:

1. Prior to issuance of the license, the State of Colorado License shall be approved and provided to Douglas County.
2. Prior to issuance of the license, staff will conduct an inspection of the premises.

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Keke's Breakfast Cafe

LL2024-067
Project Site Map

LEGEND

- Roads
- Major Roads
- Parcels - PARCELS
- PD - PLANNED DEVELOPMENT



Document Path: Keke's Breakfast Cafe
LL2024-067

Keke's Breakfast Cafe
DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT

Colorado Liquor Retail License Application

* **Note that the Division will not accept cash** Paid by Check Paid Online Date Uploaded to Movelt

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

CHICHO, LLC			
FEIN Number		State Sales Tax Number	
93-4231152		96347041-0000	
Trade Name of Establishment (DBA)		Business Telephone	
KEKE'S BREAKFAST CAFE		720-739-6350	
Address of Premises (specify exact location of premises, include suite/unit numbers)			
1164 SGT JON STILE DR			
City	County	State	ZIP Code
HIGHLANDS RANCH	DOUGLAS	CO	80129
Mailing Address (Number and Street)	City or Town	State	ZIP Code
5755 S SANDHILL RD STE A	LAS VEGAS	NV	89120
Email Address			
jhernandez@g2gmg.com			

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)		
N/A		
Present State License Number	Present Class of License	Present Expiration Date
N/A	N/A	N/A

Section A Nonrefundable application fees*

- Application Fee for New License\$1,100.00
- Application Fee for New License with Concurrent Review\$1,200.00
- Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- | | | | | |
|--|------------|--|-------|----------|
| <input type="checkbox"/> Add Optional Premises to H & R | \$100.00 X | | Total | |
| <input type="checkbox"/> Add Sidewalk Service Area..... | | | | \$75.00 |
| <input type="checkbox"/> Arts License (City)..... | | | | \$308.75 |
| <input type="checkbox"/> Arts License (County) | | | | \$308.75 |
| <input type="checkbox"/> Beer and Wine License (City)..... | | | | \$351.25 |
| <input type="checkbox"/> Beer and Wine License (County)..... | | | | \$436.25 |
| <input type="checkbox"/> Brew Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Brew Pub License (County)..... | | | | \$750.00 |
| <input type="checkbox"/> Campus Liquor Complex (City) | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (County) | | | | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (State) | | | | \$500.00 |
| <input type="checkbox"/> Club License (City) | | | | \$308.75 |
| <input type="checkbox"/> Club License (County)..... | | | | \$308.75 |
| <input type="checkbox"/> Distillery Pub License (City)..... | | | | \$750.00 |
| <input type="checkbox"/> Distillery Pub License (County) | | | | \$750.00 |
| <input type="checkbox"/> Hotel and Restaurant License (City)..... | | | | \$500.00 |
| <input checked="" type="checkbox"/> Hotel and Restaurant License (County) | | | | \$500.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (City)..... | | | | \$600.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional premises (County)..... | | | | \$600.00 |

Section B Liquor License Fees* (Continued)

<input type="checkbox"/>	Liquor-Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/>	Liquor-Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/>	Lodging & Entertainment - L&E (City)	\$500.00
<input type="checkbox"/>	Lodging & Entertainment - L&E (County).....	\$500.00
<input checked="" type="checkbox"/>	Manager Registration - H & R	\$30.00
<input type="checkbox"/>	Manager Registration - Tavern	\$30.00
<input type="checkbox"/>	Manager Registration - Lodging & Entertainment	\$30.00
<input type="checkbox"/>	Manager Registration - Campus Liquor Complex	\$30.00
<input type="checkbox"/>	Optional Premises License (City).....	\$500.00
<input type="checkbox"/>	Optional Premises License (County).....	\$500.00
<input type="checkbox"/>	Racetrack License (City)	\$500.00
<input type="checkbox"/>	Racetrack License (County)	\$500.00
<input type="checkbox"/>	Resort Complex License (City).....	\$500.00
<input type="checkbox"/>	Resort Complex License (County).....	\$500.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (County)	\$160.00
<input type="checkbox"/>	Related Facility - Campus Liquor Complex (State)	\$160.00
<input type="checkbox"/>	Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/>	Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/>	Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/>	Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/>	Retail Liquor Store (City).....	\$227.50

Section B Liquor License Fees* (Continued)

- Retail Liquor Store (County).....\$312.50
- Tavern License (City).....\$500.00
- Tavern License (County).....\$500.00
- Vintners Restaurant License (City).....\$750.00
- Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

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

Questions? Visit: [SBG.Colorado.gov/Liquor](https://www.sbg.colorado.gov/Liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State
Do not complete fingerprint cards prior to submitting your application.
The Vendors are as follows:
IdentoGO
Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>
State Liquor Code for Identogo: 25YQHT
Colorado Fingerprinting
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 833-224-2227 (toll free)
State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- Form DR 4679 Lawful Presence Affidavit N/A
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing N/A
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited). N/A
- Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

1. Is 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 under the age of twenty-one years?..... Yes No
2. 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 an alcohol beverage license?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... Yes No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... Yes No

or

Waiver by local ordinance? Yes No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... Yes No

For additional Retail Liquor Store only. ~ 1A

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... Yes No

b. Are you a Colorado resident?..... Yes No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership, lease or other arrangement?**..... Yes No

Ownership Lease Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
D'PAUL EQUITY, LLC	CHICHO, LLC	03/31/2032

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

Colorado Liquor Retail License Application

Addendum

7. Liquor license previously issued to a different entity, solely owned by the same owner of this current application. The name of the business was Havana Grill. There are no financial interests and/or loans to the entity as it is defunct.

9. 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		First Name	
N/A		N/A	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	
Last Name		First Name	
N/A		N/A	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	
Last Name		First Name	
N/A		N/A	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
N/A	N/A	N/A	

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.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: *N/A*
 Has a local ordinance or resolution authorizing optional premises been adopted?.... Yes No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following: *N/A*
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... Yes No

If "yes" a copy of license must be attached.

NK

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... Yes No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... Yes No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... Yes No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: NK

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... Yes No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... Yes No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... Yes No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following: *N/A*

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... Yes No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Tax Information.

a. 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 applicant, 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?..... Yes No

b. 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 applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
VINCE EUPIERRE	07/19/41

Street Address
42 SUN GLOW LN

City	State	ZIP Code	Position	%Owned
LAS VEGAS	NV	89135	MANAGING MEMBER	100.00

Name	Date of Birth (MM/DD/YY)
N/A	N/A

Street Address
N/A

City	State	ZIP Code	Position	%Owned
N/A	N/A	N/A	N/A	N/A

Name	Date of Birth (MM/DD/YY)
N/A	N/A

Street Address
N/A

City	State	ZIP Code	Position	%Owned
N/A	N/A	N/A	N/A	N/A

Name	Date of Birth (MM/DD/YY)
N/A	N/A

Street Address
N/A

City	State	ZIP Code	Position	%Owned
N/A	N/A	N/A	N/A	N/A

Name	Date of Birth (MM/DD/YY)
N/A	N/A

Street Address
N/A

City	State	ZIP Code	Position	%Owned
N/A	N/A	N/A	N/A	N/A

** 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 these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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

Printed Name	Title
VINCE EUPIERRE	MANAGING MEMBER
Authorized Signature	Date (MM/DD/YY)
	09/13/2024

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
10-3-24	11-18-24

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

- Date of inspection or anticipated date
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes No *N/A*

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? Yes No *N/A*

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. *N/A*

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for Telephone Number Town, City
 County

Printed Name Title

Signature Date (MM/DD/YY)

Printed Name Title

Signature Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, VINCE EUPIERRE

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter “Waiver”) on behalf of

(the “Applicant/Licensee”)

CHICHO, LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee’s liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. (“Liquor Code”), and the Colorado Liquor Rules, 1 CCR 203-2 (“Liquor Rules”), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant’s/Licensee’s duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

CHICHO, LLC

Social Security Number/Tax Identification Number

93-4231152

Home Phone Number

909-815-1141

Business/Work Phone Number

702-589-3392

Street Address

42 SUN GLOW LN

City

LAS VEGAS

State

NV

ZIP Code

89135

Printed name of person signing on behalf of the Applicant/Licensee

VINCE EUPIERRE

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

09/13/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

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

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

Name of Business

CHICHO, LLC

Home Phone Number

NONE

Cellular Number

909-815-1141

Your Full Name (last, first, middle)

EUPIERRE, VINCE

List any other names you have used

EUPIERRE, VINCENT; EUPIERRE, VINCE FREDDY

Mailing address (if different from residence)

5755 S SANDHILL RD, STE A, LAS VEGAS, NV 89120

Email Address

vince@manchadev.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

42 SUN GLOW LN

Current City, State, ZIP

LAS VEGAS, NV 89135

From:

FEBRUARY, 2020

To:

PRESENT

Previous Street and Number

31711 ISLE VISTA

Previous City, State, ZIP

LAGUNA NIGUEL

From:

JULY, 1999

To:

FEBRUARY, 2020

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

G2G MANAGEMENT GROUP, LLC

Address (Street, Number, City, State, ZIP)

5755 S SANDHILL RD, STE A, LAS VEGAS, NV 89120

Position Held

MANAGING MEMBER

From:

2015

To:

PRESENT

Name of Employer or Business

MANCHA DEVELOPMENT COMPANY, INC

Address (Street, Number, City, State, ZIP)

2275 SAMPSON AVENUE, STE 201, CORONA, CA 92879

Position Held

PRESIDENT

From:

MARCH, 2001

To:

2015

Name of Employer or Business

N/A

Address (Street, Number, City, State, ZIP)

N/A

Position Held

N/A

From:

N/A

To:

N/A

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

N/A

Position Held

N/A

Name of Licensee

N/A

Name of Relative

N/A

Relationship to You:

N/A

Position Held

N/A

Name of Licensee

N/A

Individual History Record (Continued)

Name of Relative N/A	Relationship to You: N/A
Position Held N/A	Name of Licensee N/A
Name of Relative N/A	Relationship to You: N/A
Position Held N/A	Name of Licensee N/A

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

VFE MANAGEMENT COMPANY dba HAVANNA GRILL

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... Yes No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth	Social Security Number	Place of Birth		
07/19/1941	[REDACTED]	MANICARAGUA, CUBA		
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where	When		
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
N/A	N/A			
Height	Weight	Hair Color	Eye Color	Gender
5' 10"	195 lb	BALD	BROWN	MALE

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number	Driver's License State
[REDACTED]	NEVADA

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12
NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
CASH	CHECKING
Bank Name	Amount
NEVADA STATE BANK	735000
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	
Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	
Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	

13. Loan Information (Attach copies of all notes or loans)

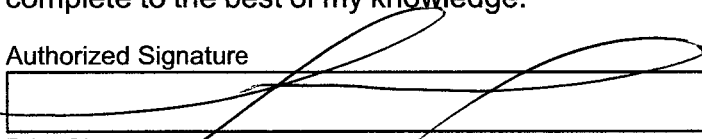
Name of Lender	Address
N/A	N/A
Term	Security
N/A	N/A
	Amount
	N/A

Personal and Financial Information (Continued)

Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A
Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A
Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A

Oath of Applicant

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

Authorized Signature		
Print Signature	VINCE EUPIERRE	
Title	Date (MM/DD/YY)	
MANAGING MEMBER	09/17/2024	

Individual History Record

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

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

Name of Business

CHICHO, LLC

Home Phone Number

NONE

Cellular Number

909-815-1141

Your Full Name (last, first, middle)

MOJARRO, EFRAIN

List any other names you have used

N/A

Mailing address (if different from residence)

5755 S SANDHILL RD, STE A, LAS VEGAS, NV 89120

Email Address

emojarro@g2gstores.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

350 Teal Ridge Hills Dr.

From:

January 2016

Previous Street and Number

444 Belden Ave.

From:

May 1995

Current City, State, ZIP

Henderson, NV, 89014

To:

PRESENT

Previous City, State, ZIP

Los Angeles CA 90022

To:

January 2016

Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

G2G MANAGEMENT GROUP, LLC

Address (Street, Number, City, State, ZIP)

5755 S SANDHILL RD, STE A, LAS VEGAS, NV 89120

Position Held

NEW RESTAURANT DEVELOPMENT / KEKE'S RESTAURANTS ADO

From:

04/07/2021

To:

PRESENT

Name of Employer or Business

ASHOORI GROUP INC. (IHOP)

Address (Street, Number, City, State, ZIP)

6404 WILSHIRE BLVD, STE 1040

Position Held

MANAGER - TRAINER - OPERATOR

From:

07/2012

To:

11/2020

Name of Employer or Business

N/A

Address (Street, Number, City, State, ZIP)

N/A

Position Held

N/A

From:

N/A

To:

N/A

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

N/A

Relationship to You:

N/A

Position Held

N/A

Name of Licensee

N/A

Name of Relative

N/A

Relationship to You:

N/A

Position Held

N/A

Name of Licensee

N/A

Individual History Record (Continued)

Name of Relative N/A	Relationship to You: N/A
Position Held N/A	Name of Licensee N/A
Name of Relative N/A	Relationship to You: N/A
Position Held N/A	Name of Licensee N/A

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? Yes No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... Yes No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... Yes No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... Yes No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... Yes No

(If yes, answer in detail.)

Personal and Financial Information

Unless otherwise provided by law, the personal information required in this section will be treated as confidential. The personal information required in this section is solely for identification purposes.

Date of Birth 03/09/1991	Social Security Number [REDACTED]	Place of Birth Bell Flower CA		
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where N/A	When N/A		
Name of District Court N/A	Naturalization Certificate Number N/A	Date of Certification N/A		
If an Alien, Give Alien's Registration Card Number N/A	Permanent Residence Card Number N/A			
Height 5'10	Weight 180	Hair Color Brown	Eye Color brown	Gender Male

Do you have a current Driver's License/ID? If so, give number and state. Yes No

Driver's License Number [REDACTED]	Driver's License State Nevada
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Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A
Type: Cash, Services or Equipment	Account Type
N/A	N/A
Bank Name	Amount
N/A	N/A

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	
Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	
Type: Cash, Services or Equipment	Loans	Account Type
N/A	N/A	N/A
Bank Name	Amount	
N/A	N/A	

13. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address
N/A	N/A
Term	Security
N/A	N/A
	Amount
	N/A


Personal and Financial Information (Continued)

Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A
Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A
Name of Lender		Address
N/A		N/A
Term	Security	Amount
N/A	N/A	N/A

Oath of Applicant

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

Authorized Signature



Print Signature

EFRAIN MOJARRO

Title

REGISTERED MANAGER

Date (MM/DD/YY)

09/17/2024

TENANT ESTOPPEL CERTIFICATE

THIS TENANT ESTOPPEL CERTIFICATE (this “Estoppel”), is executed this 13th day of June, 2022, by TICL, LLC, a Colorado limited liability company (“Tenant”), having its principal place of business at c/o G2G Management Group, LLC, Attn: John Hernandez, 5755 S. Sandhill Rd., Ste A, Las Vegas, Nevada 89120, to and in favor of D’Paul Equity, LLC and/or its assigns (“Purchaser”), having its principal place of business at 235 Monroe, Denver, Colorado 80206.

R E C I T A L S:

I. Tenant is the lessee under that certain Amended and Restated Lease Agreement executed between Tenant and Madkirk Investments, LLC, a Colorado limited liability company (“Landlord”), dated April 12, 2022 (hereinafter referred to as the “Lease”), for the property located at 1164 Sergeant Jon Stiles Drive, Highlands Ranch, Colorado and legally described in Exhibit “A” attached hereto and made a part hereof and improvements thereon (the “Property”) and Landlord shall assign all its rights and interest under the Lease to Purchaser.

II. Purchaser requires that Tenant enter into this Estoppel and Tenant acknowledges that Purchaser will rely upon this Estoppel.

NOW, THEREFORE, Tenant does hereby certify to Purchaser as follows:

1. Tenant hereby represents, acknowledges and agrees as follows:
 - (a) The Lease is in full force and effect and has not been amended, modified or extended except as follows: NONE
 - (b) The Lease does not contain any options to purchase and/or lease additional space, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building except as follows: NONE
 - (c) The term of the Lease commenced on April 1, 2022, and is scheduled to terminate on March 31, 2032, subject to two options of five years each as set forth in the Lease.
 - (d) Rent began to accrue on April 1, 2022, subject to two (2) months abatement as set forth in Section 3.3 of the Lease and the current monthly rent payment under the Lease is \$12,500.00 per month, which began on June 1, 2022. No advance rents have been prepaid.
 - (e) In addition to monthly rent payments, Tenant is responsible for all maintenance costs associated with the Property and all taxes and insurance for the Property, but pays the same directly and does not make estimated advance payments of such to Landlord.
 - (f) The security deposit under the Lease is currently NONE

- (g) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
 - (h) Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred to Tenant's knowledge that would, except for the lapse of time, the giving of notice or both, constitute a default.
 - (i) No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Purchaser's prior written consent.
 - (j) The guaranty of the Lease is in full force and effect.
 - (k) There are no actions, whether voluntary or involuntary or otherwise pending against Tenant under the bankruptcy laws of the United States or any portion of its interest in the Property or the Lease.
 - (l) Any construction, improvements, alterations, or additions to the Premises or the surrounding area required to be made by Landlord under the Lease have been fully completed. Further, Landlord has paid all tenant or construction allowances and brokerage commissions, if any, pursuant to the Lease.
 - (m) The True-Up Payment referenced in Article 3, Section 4 of the Lease, including \$30,000 in Rent arrearage, plus \$1,000 in Landlord's legal fees, was paid in full to Landlord along with base rent on June 1, 2022.
2. This Estoppel may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement. This Estoppel shall inure to the benefit of Purchaser, its respective successors and assigns and shall be binding upon Tenant and its successors and assigns.

IN WITNESS WHEREOF, the Tenant has executed this Estoppel the day and year first above written.

TENANT:

TICI, LLC,
a Colorado limited liability company

By: _____ [SEAL]

Name: Yvonne Expierre

Title: Managing Member

AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (“**Lease**”) is entered into on April 12, 2022 (the “**Effective Date**”), by and between Madkirk Investments, LLC, a Colorado limited liability company (“**Landlord**”), and TICI, LLC, a Colorado limited liability company, (“**Tenant**”). Landlord and Tenant may be referred to in this Lease individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Tenant, as successor in interest to VFE Management and Holdings LLC, a Colorado limited liability company (as successor in interest to INKA, LLC, a Nevada limited liability company), and Landlord, as successor in interest to, collectively, Robert Wilson, Judith Ann Jones, and Deborah C. Wilson, are parties to that certain Lease Agreement dated November 4, 2011 (the “**Original Lease**”) for the lease to Tenant of an approximately 4,253 square foot building located on approximately 0.828 acres of land at the address commonly known as 1164 Sergeant Jon Stiles Drive, Highlands Ranch, Colorado, 80129, tax parcel ID 2229-091-16-003, as more particularly described on Exhibit A attached hereto (the “**Premises**”).

B. Since entering into the Original Lease, the Premises have been constructed and Tenant has at various times operated a restaurant at the Premises under various franchises and/or brands.

C. Tenant and Landlord desire to amend and restate the Original Lease to reflect current market terms and provisions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby amend and restate the Original Lease in its entirety, superseding any prior version of the Original Lease, and Landlord and Tenant agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS AND DEMISE; BASIC LEASE PROVISIONS

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and by this reference made a part of this Lease.

2. Agreement to Lease. Landlord hereby leases and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises.

3. Basic Lease Provisions.

(a) **COMMENCEMENT DATE:** The first day of the first month after the date first written above.

(b) **LANDLORD:** Madkirk Investments, LLC, a Colorado limited liability company.

(c) **TENANT:** TICI, LLC, a Colorado limited liability company.

(d) **PREMISES:** Approximately 4,253 square foot building located on approximately 0.828 acres of land at the address commonly known as 1164 Sergeant Jon Stiles Drive, Highlands Ranch, Colorado, 80129, tax parcel ID 2229-091-16-003.

(e) INITIAL TERM: 120 months, beginning on the Commencement Date and expiring at 5:00 p.m. MT on the last day of the last Lease Year (the "Termination Date"), unless this Agreement is earlier terminated.

(f) EXTENSION OPTIONS: Two (2) 5-year extensions, each exercisable as provided in Section 2.2.

(g) ANNUAL BASE RENT:

Year of Term	Annual Base Rent
Year 1	\$150,000
Year 2	\$156,000
Year 3	\$162,240
Year 4	\$167,107.20
Year 5	\$172,120.42
Year 6	\$177,284.03
Year 7	\$182,602.55
Year 8	\$188,080.63
Year 9	\$193,723.04
Year 10	\$199,534.74
Renewal Terms	See <u>Exhibit B</u>

(h) COMMON AREA EXPENSE: Landlord's costs and expenses under the Declarations, which are paid by Tenant as Additional Rent pursuant to Section 3.2. As used herein, "Declarations" means The Community Declaration for Highlands Ranch Community Association, Inc., recorded September 17, 1981 in Book 421, at page 924 of the Douglas County Records; the Subassociation Declaration of Highlands Ranch Business Park, Inc., dated February 14, 1989, recorded February 21, 1989 in Book 841 at page 1115 of the Douglas County Records, as amended by the Amendment of Subassociation Declaration for Highlands Ranch Business Park, Inc., dated June 7, 1990, recorded June 11, 1990, in Book 916 at page 49 of the Douglas County Records; that certain Supplemental Declaration recorded February 2, 2009 at Reception No. 2009006428 of the Douglas County Records; and that certain Operation and Easement Agreement dated October 27, 2008 between Target Corporation and Shea Homes Limited Partnership, recorded October 29, 2008 at Reception No. 2008072518 of the records in the office of the Clerk and Recorder of Douglas County, Colorado; the Additional Declaration of Covenants, Restrictions and Easements for Highland Town Center North Shopping Center, dated and recorded April 30, 2009 at Reception No. 2009031864 of the Douglas County records; the Declaration Designating Shares under Operation and Easement Agreement and Additional Declaration, recorded July 23, 2009 a Reception No. 2009058431 of the Douglas County records, as amended and supplemented by the Supplemental Declaration Designating Shares under Operation and Easement Agreement and Additional Declaration, recorded October 22, 2009 at Reception No. 2009081054 in the Douglas County records; the Development Guide for the New Town of Highlands Ranch, recorded October 25, 1979 in Book 373 at Page 187, and any amendments to the above-referenced documents.

(i) PERMITTED USE: Tenant may use the Premises only for the operation of a full-service restaurant.

(j) **TENANT ALLOWANCE:** Tenant acknowledges and agrees that Landlord previously paid a Tenant improvement allowance for improvements to the Premises and that no outstanding allowance are or shall be due and owing to Tenant under this Lease.

(k) **LANDLORD'S ADDRESS:** Madkirk, LLC
Attn: Taylor Kirkpatrick
730 17th Street, Suite 220
Denver, CO 80202
Telephone: 303.248.7970
Email: taylor@babsonfarms.com

With a copy to:

Husch Blackwell LLP
Attn: Andrea Austin, Esq.
1801 Wewatta Street, Suite 1000
Denver, CO 80202
Telephone: 303-749-7264
Email: andrea.austin@huschblackwell.com

(l) **TENANT'S ADDRESS:** TICI, LLC
c/o G2G Management Group, LLC
Attn: John Hernandez
5755 S. Sandhill Rd, Ste. A
Las Vegas, NV 89120
Telephone: 702-589-3396
Email: jhernandez@g2gmg.com

With a copy to:

Ballard Rawson Jorgensen
Attn: Bruce Jorgensen
10181 Park Run Drive, Suite 110
Las Vegas, NV 89145
Telephone: 702-425-3553
Email: bjorgensen@ballardrawson.com

ARTICLE 2

TERM

1. **Term.** The initial term ("**Initial Term**", and, as may be extended pursuant to Section 2.2 below, the "**Term**") of this Lease shall commence on the Commencement Date and shall expire on the Termination Date. The term "**Lease Year**" means a period of 12 consecutive calendar months. The first full Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

2. **Extensions of Term.** Provided Tenant is not then in default hereunder at the time that Tenant exercises a renewal option or at the time of commencement of a renewal term, Tenant is hereby granted 2 options to extend the Initial Term of this Lease for successive periods of 5 years each (each option exercised being a "**Renewal Term**"). Each of said options shall be exercised, if at all, by written notice delivered to Landlord not fewer than 180 days prior to the expiration of the then-unexpired term. Any termination of this Lease prior to the Termination Date shall serve to immediately and automatically terminate Tenant's right to extend the Term of this Lease under this Section 2.2. During the Renewal

Terms, all of the terms and provisions of this Lease shall apply, except that, upon the expiration or earlier termination of the second Renewal Term, Tenant shall have no further rights to renew or extend the Term of this Lease. Base Rent for each Renewal Term shall be determined as set forth in Exhibit B attached hereto.

ARTICLE 3

RENT

1. Payment of Rent. Tenant shall timely pay to Landlord rent, as set forth herein, without notice, demand, deduction or set-off (except as otherwise expressly provided herein) by wire of good and sufficient funds drawn on a national banking association, as specified by Landlord. Base Rent shall be payable monthly in advance. The first monthly installment of Base Rent shall be payable beginning on the first day of the first month of the first Lease Year, subject to Section 3.3 below. The monthly Rent for any partial month at the beginning of the Term shall equal the product of 1/365 of the annual Rent in effect during the partial month and the number of days in the partial month. The obligations of Tenant to pay Rent to Landlord and the obligations of Landlord under this Lease are independent obligations.
2. Additional Rent. Any and all charges due and payable from Tenant to Landlord other than Base Rent, including – to the extent not paid directly by Tenant – all taxes and assessments pursuant to Article 4 hereunder, utilities pursuant to Article 6 hereunder, insurance pursuant to Article 7 hereunder, and all other such Tenant payment obligations under this Lease, shall be deemed “**Additional Rent**”, and references herein to “rent” shall mean Base Rent plus Additional Rent. To the extent any fee, expense, charge, dues, assessments, fines, exactions or other amount under the Declarations shall be required to be paid by Landlord pursuant to Landlord’s ownership of the Property, including but not limited to the Highlands Ranch Business Park Assessment and Highlands Ranch Community Association Assessment, Tenant shall be responsible for making such payment on or before the date such payment is due and such charge shall be considered Additional Rent. Any other amount Tenant shall owe Landlord pursuant to the terms of this Lease shall be payable upon demand, without any setoff or deduction.
3. Free Rent. Base Rent shall abate during the first two full calendar months of the Term (the “**Free Rent Period**”). Commencing with the first day of the first calendar month following the Free Rent Period, Tenant shall make Base Rent payments as otherwise provided in this Lease and the True-Up Payment, as defined below. Notwithstanding such abatement of Base Rent (a) all other sums due under this Lease, including Additional Rent, shall be payable as provided in this Lease, and (b) any increases in Base Rent set forth in this Lease shall occur on the dates scheduled therefor.
4. True-Up Payment. Tenant and Landlord hereby acknowledge and agree that Tenant maintains a Rent arrearage under the Original Lease of \$30,000 (the “**Arrearage**”), and that as consideration for Landlord entering into this Lease, Tenant agrees to pay, on or before the first day after the Free Rent Period, the sum of the Arrearage plus \$1,000 for Landlord’s legal fees with respect to this Lease plus the amount of the then-due and owing Rent pursuant to the terms of this Lease (the sum of the total payment being the “**True-Up Payment**”).
5. Guaranty. As additional consideration for Landlord to enter into this Lease, Tenant shall cause Guarantor (as defined in Exhibit C) to execute the guaranty, attached hereto as Exhibit C and Tenant shall deliver same to Landlord contemporaneously with Tenant’s execution hereof. Tenant’s failure to deliver such guaranty as required in the preceding sentence shall be an automatic Event of Default under this Lease, with no notice being necessary to Tenant, and Landlord shall be entitled to exercise any and all rights and remedies available to it hereunder, as well as at law or in equity. Additionally, if Tenant fails to

deliver such guaranty, Landlord may terminate this Lease by providing Tenant 5 days' advance written notice thereof.

ARTICLE 4

TAXES

1. Real Property Taxes. Tenant shall pay as Additional Rent, prior to delinquency throughout the Term, all real property taxes and general and special assessments (collectively "Real Property Taxes") levied and assessed against the Premises that accrue during the Term but only for periods during the Term. Taxes for any period less than a calendar year shall be prorated. If any Real Property Taxes may be paid in installments as allowed by the taxing authority to be paid without delinquency, Tenant may elect to pay in such installments. Real Property Taxes include: all taxes, assessments (including, without limitation, all assessments (if any) for public improvements or benefits, whether or not commenced or completed prior to the Effective Date and whether or not to be completed within the Term, excises, levies, license fees, permit fees, inspection fees, and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon) that at any time during or in respect of the Term may be assessed, levied, confirmed or imposed or in respect of or by a lien upon the Premises or any part thereof. Any Real Property Taxes payable by Tenant under this Lease shall be prorated between Landlord and Tenant at the expiration of the Term unless this Lease has been terminated as a result of the default of Tenant.

2. Personal Property Taxes. Tenant shall pay as Additional Rent, prior to delinquency throughout the Term, all taxes, assessments, license fees, and other charges that are levied and assessed on any trade fixtures, inventories and other personal property at the Premises or arising from the use thereof by Tenant during the Term of this Lease, including but not limited to, license fees, sales and use taxes, income and franchise taxes.

3. Right to Contest. Landlord shall have no obligation to contest the amount of the Real Property Taxes assessed or imposed on the Premises. Tenant shall have the right to contest, in good faith, the amount or validity of any taxes by appropriate legal proceedings, diligently pursued, provided that: (i) Tenant shall first make all contested payments required to be paid by law as a condition to contesting the payment, and Tenant may pay such Taxes under protest if it desires, if payment under protest is permitted by the taxing authority; (ii) all expenses incurred in connection with such proceedings shall be paid by Tenant; (iii) all requirements of the holder of any financial encumbrance, if any, affecting the Premises relating to the payment of taxes have been satisfied by Tenant; and (iv) Tenant shall indemnify and hold harmless Landlord from any cost, expense, or penalties incurred in connection with the contest. Landlord shall reasonably cooperate, at no cost to Landlord, with Tenant in connection with any such proceedings by joining in the signing of any protests or pleadings which Tenant may reasonably deem advisable to file. Tenant shall not subject Landlord to any penalty, fine, criminal proceeding or increase in taxes, or to imminent danger of final sale or seizure of the Premises or any part thereof, as a result of any contest. If the result of any such contest shall be a reduction in the amount of the Real Property Taxes so contested, that portion of each such refund or recovery from the taxing authorities which is attributable to the Real Property Taxes which are Tenant's obligation hereunder to pay shall belong to Tenant. If either Party shall contest the amount of any such taxes without participation by the other in the costs and expenses of such proceedings, any refund or recovery from the relevant authorities shall belong to the Party instituting such contest unless the other Party shall promptly, after receiving notice from the Party instituting the contest that such Party has received a refund or recovery in the amount thereof, reimburse the contesting Party its proportionate share of all costs and expenses incurred by the contesting Party in such proceedings, in which case the reimbursing Party shall be paid its proportionate share of such refund or recovery from the contesting Party.

4. Direct Payment. From and after the Commencement Date, Tenant shall pay directly to the taxing authority all Real Property Taxes and personal property taxes that accrue during or are attributable to any part of the Term. If Landlord shall receive any bills, assessments or other official notices regarding any such taxes, it shall promptly forward the same to Tenant in sufficient time to ensure timely payment of same. If Landlord fails to forward such tax bills to Tenant as provided herein, Landlord shall be responsible for any penalty assessed against the Tenant or the Premises.

ARTICLE 5

POSSESSION AND USE

1. Use. Tenant shall occupy and use the Premises only for the Permitted Use and shall comply with all laws relating to this Lease and/or the use, maintenance, condition, access to, and occupancy of the Premises and will not commit waste or subject the Premises to use that would damage the Premises.

2. Tenant Fixtures. Subject to Section 16.1, Tenant may install within the Premises such shelving, trade fixtures and equipment as Tenant deems desirable. All such items installed by and at the expense of Tenant shall remain Tenant's property whether or not a fixed or attached to the Premises. At any time prior to the expiration or earlier termination of this Lease, Tenant may remove such items from the Premises, repairing any damage caused by such removal (which shall include re-patching but not redecorating or repainting).

3. Laws and Regulations. Tenant shall comply with all federal, state, local laws, including all health, building or zoning laws, ordinances and regulations of any governmental authority applicable to Tenant's use and operation of the Premises, including the Americans with Disabilities Act.

ARTICLE 6

UTILITIES

Tenant shall pay before delinquency all water, gas, power, sewer, trash collection, garbage collection, telephone and other utility charges based on or furnished to the Premises. Tenant shall be solely responsible for the performance of any and all maintenance and repair to the utilities serving the Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be sent directly to Tenant for payment.

ARTICLE 7

INSURANCE; INDEMNIFICATION

1. Tenant's General Insurance Requirements. All insurance required by Tenant under this Lease shall meet the following general standards:

(a) Certificates; Notice of Cancellation. During the Term, Tenant shall provide Landlord with current copies of the insurance policies required hereunder, evidencing the existence of all insurance policies required under this Article 7. Tenant shall maintain all insurance required hereunder without any lapse in coverage during the Term. Failure of Landlord to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Landlord to identify any deficiency or noncompliance with coverage requirements, shall not be construed as a waiver of Tenant's obligation to maintain the insurance required by this Lease.

(b) Additional Insured; Separation of Insureds. Landlord shall be named as an additional insured in each general liability policy and as a loss payee in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard "Separation of Insureds" clause published by the Insurance Services Offices ("ISO") or a successor organization.

(c) Primary Coverage. The required policies shall provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by Landlord.

(d) Company Ratings. All policies of insurance must be written by companies having an A.M. Best rating of "A-X" or better, or equivalent. Landlord may, upon 30 days' written notice to Tenant, require Tenant to change any carrier whose rating drops below an "A-" rating.

(e) Waiver of Subrogation. Tenant and Landlord waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees and officers) for any loss, cost, damage, or expense (collectively "Loss") to the extent that such Loss is covered by any property insurance policy or policies required to be maintained pursuant to this Lease and only to the extent of the proceeds (which proceeds are free and clear of any interest of third parties) received by the party claiming the Loss. If any of Tenant's property insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Tenant shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.

2. Tenant's Required Coverages. All coverage required by Tenant under this Lease shall meet the following minimum requirements, as such requirements may be modified by Landlord from time to time, but not more frequently than once per every five (5) years:

(a) General Liability Insurance. Tenant shall maintain at all times during the Term commercial general liability insurance in amounts of \$2,000,000 per occurrence or, following the expiration of the Initial Term, such other amounts as Landlord from time to time reasonably requires, insuring Tenant and Landlord against all liability for injury to or death of a person or persons or damage to property arising from Tenant's use and occupancy of the Premises. Such coverage shall be written on an ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) in an amount of not less than \$2,000,000 per occurrence, \$4,000,000 aggregate, showing Landlord as an additional insured as its interests appear.

(b) Property Insurance. Tenant shall maintain, in full force and effect during the Term, "All Risk" property insurance or equivalent, covering the Premises, boilers and machinery, fixtures, equipment, and all other improvements located on the Premises, except Tenant's personal property. Coverage shall be in an amount equal to 100% of the replacement value, subject to a per occurrence deductible of not more than \$250,000.

(c) Personal Property. Tenant shall maintain at all times during the Term insurance covering the full value of all furniture, trade fixtures and personal property (including property of Tenant or others) naming Landlord as an additional loss payee as its interests may appear.

(d) Auto Liability Insurance. Tenant shall maintain at all times during the Term business automobile liability insurance written on an occurrence basis, including coverage for owned, non-owned and hired automobiles in the minimum amount of \$1,000,00 per accident.

(e) Business Interruption Insurance. Tenant shall maintain at all times during the Term business interruption insurance in an amount reasonably acceptable to Landlord.

(f) Contractual Liability Insurance. Tenant shall maintain at all times during the Term contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy).

(g) Worker's Compensation Insurance. Tenant shall maintain at all times during the Term workers compensation insurance and employer's liability insurance in accordance with statutory limits, as required by applicable law.

3. Replacement Insurance. If Tenant fails to comply with the insurance coverage requirements set forth herein, Landlord may, its sole discretion, obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

4. Landlord Insurance. Landlord may, but is not obligated to, maintain commercial general liability insurance or such other insurance and additional coverages as it may deem necessary, at Landlord's sole cost and expense, which shall not be charged to Tenant as Additional Rent. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

5. Indemnity.

(a) Tenant Indemnity. During the Term, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents (collectively, the "**Landlord Parties**") from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property, except to the extent caused by the Landlord Parties' gross negligence or willful misconduct, (i) occurring in or on the Premises, (ii) arising from or relating to Tenant's or its agents', contractors', or employees' (collectively, the "**Tenant Parties**") use of the Premises, or (iii) arising out of the installation, operation, maintenance, repair or removal of any property of Tenant located in or about the Premises. The indemnities set forth herein shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefor, to defend Landlord in such proceeding at its sole cost utilizing counsel satisfactory to Landlord.

(b) Landlord Indemnity. During the Term, Landlord shall defend, indemnify, and hold harmless the Tenant Parties from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees), except to the extent caused by the Tenant Parties' gross negligence or willful misconduct, arising from (i) any injury to or death of any person, or (ii) the damage to or theft, destruction, loss, or loss of use of, any Tenant property arising from the performance or exercise, on the Premises, of any right or obligation of Landlord under this Lease by Landlord, its employees, agents, or contractors. The indemnities set forth herein shall survive termination or expiration of this Lease. If any proceeding is filed for which indemnity is required hereunder, Landlord agrees, upon request therefor, to defend Tenant in such proceeding at its sole cost utilizing counsel satisfactory to Tenant.

ARTICLE 8

REPRESENTATIONS, WARRANTIES AND COVENANTS

1. Landlord's Representations. Landlord represents and warrants to Tenant: (i) provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease; and (ii) Landlord has the authority and full power in accordance with applicable law to execute this Lease, and to take all actions and perform all obligations contemplated hereunder.

2. Tenant's Representations. Tenant hereby represents and warrants to Landlord that Tenant has the authority and full power in accordance with applicable law to execute this Lease, and to take all actions and perform all obligations contemplated hereunder.

ARTICLE 9

ALTERATIONS; SIGNAGE

1. Alterations. All alterations and improvements to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications that have been previously approved in writing by Landlord, which approval shall be governed by the provisions set forth in this Section. No alterations to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any alteration or addition that would adversely affect (in the reasonable discretion of Landlord) the building's structure or the building's mechanical systems, or the Building's exterior appearance or functionality. Notwithstanding the foregoing, Tenant shall not be required to obtain Landlord's consent for repainting, recarpeting, or other alterations, Tenant improvements, alterations or physical additions to the Premises that are (i) located completely within the interior of the Premises, (ii) cosmetic in nature, and (iii) non-structural, in each case provided that (A) Tenant delivers to Landlord written notice thereof, a list of contractors and subcontractors to perform the work (and certificates of insurance for each such party) and any plans and specifications therefor prior to commencing any such alterations, additions, or improvements (for informational purposes only so long as no consent is required by Landlord as required by this Lease), (B) the installation thereof does not require the issuance of any building permit or other governmental approval, or involve any core drilling or the configuration or location of any exterior or interior walls of the Building. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all laws. Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable laws, and Tenant shall be solely responsible for ensuring all such compliance.

2. Indemnification. Tenant shall be responsible for any loss, injury or damage caused by its contractors or subcontractors in the performance of any alterations or improvements. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all damages or liabilities of any kind arising directly or indirectly from any work undertaken by Tenant pursuant to the provisions of this Article 9.

3. Ownership. Upon the completion of the installation thereof, all alterations, additions or changes to the property shall be owned by Tenant. Upon termination of the Lease all such alterations, additions or changes shall be considered improvements to and part of the Premises and shall not be removed by Tenant, but shall be and remain the property of Landlord except those alterations that consist of shelving,

trade fixtures, and equipment or other removable personal property, which shall remain the property of Tenant.

4. Mechanics' Liens. Tenant shall pay or cause to be paid all costs in a timely manner for work done by it or caused to be done by it on the Premises, and Tenant will keep the property free and clear of all mechanics' liens and other liens on account of work done for Tenant. Tenant shall post on the Premises that no such lien may attach to the real property. Tenant agrees to and shall indemnify and hold Landlord, and its lender, harmless against damages or liability of any kind, including reasonable attorneys' fees, arising from claims of lien of laborers or material men or others for work performed or materials or supplies furnished to Tenant or persons claiming by, through or under it. If Tenant shall contest any claim of lien, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once.

5. Signage. Notwithstanding anything to the contrary in this Lease, Tenant shall have the right, without Landlord's prior consent or approval, to install on the Premises from time to time its standard signage package pursuant to standard signage requires pursuant to any franchise agreement, provided Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining all required governmental approvals therefor and for complying with all applicable covenants, land use regulations, laws, and any and all required permits that Tenant shall have obtained. All other exterior signage shall be approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Any sign, device, advertisement, or notice installed by or for Tenant pursuant to the terms of this Lease shall be removed by Tenant upon termination of this Lease. All signage, before being installed, shall be approved as required by applicable governmental entities, be in compliance with all applicable covenants, land use regulations, laws, and any and all required permits shall have been obtained.

ARTICLE 10

MAINTENANCE

1. Tenant Obligations. Tenant, at its sole cost and expense, shall maintain in good condition, repair and replace, if necessary, the Premises, including all non-structural and structural components, without limitation structural systems, roof, load-bearing walls, floor slabs, HVAC system and equipment, utility systems such as lighting and plumbing, storm drainage systems, grease traps, windows, glass, doors, glazing and floor coverings, parking areas, landscaped and irrigation areas, sidewalks, driveways, signage as well as all other facilities, trade fixtures and other equipment located on or in the Premises, in all cases in accordance with applicable laws and any and all standards promulgated by any franchisor of Tenant.

2. No Landlord Obligation. Notwithstanding anything to the contrary herein and unless otherwise set forth in this Lease, in no event shall Landlord have any obligation to provide maintenance for, or make any repairs, improvements or alterations to, the Premises.

ARTICLE 11

LANDLORD'S ACCESS TO PROPERTY

Landlord and its agents, representatives, employees, and invitees (including prospective or existing mortgagees, purchasers, or lessees) shall have the right to enter the property for all lawful purposes reasonably necessary to enable Landlord to exercise its rights under this Lease and to carry out Landlord's obligations hereunder. Landlord and its designees shall have the right to enter the Premises during business hours after 48 hours' prior written notice to Tenant, which may be by email, for the purpose of inspecting

the Premises. In the event of an emergency (*i.e.*, imminent danger to persons or property), no prior notice hereunder shall be required. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all damages or liabilities of any kind arising directly or indirectly from Landlord's (or Landlord's agents, representatives, employees, and invitees) entry on the Premises, except to the extent of Tenant's gross negligence or willful misconduct.

ARTICLE 12

CASUALTY; CONDEMNATION

1. Casualty; Restoration Obligation. Tenant shall promptly notify Landlord of damage or destruction to the Premises ("Casualty"), unless such Casualty results in damage of less than \$100,000, in which case such damages need not be reported, but must be promptly repaired, replaced, or removed. Landlord reserves the right to make proof of loss to the insurance carrier in the event Tenant fails to do so within 30 days of any Casualty. Except during the last 3 years of the Term, in the event of a Casualty, Tenant shall promptly repair, restore or rebuild the Premises to substantially the same condition they were in immediately prior to such Casualty, complying with all applicable laws. All costs and expenses of any restoration of the Premises required pursuant to this Lease shall be paid by Tenant, regardless of whether any insurance proceeds are sufficient to accomplish such restoration. Any insurance proceeds shall be paid to Tenant and, subject to Section 12.2 below, shall be used by Tenant to promptly restore the damaged Premises. Subject to Section 12.3 below, Landlord shall have no obligation to repair or restore the Premises.

2. Termination Within Last Three Years of Term for Major Destruction. Notwithstanding the foregoing, in the event of major damage or destruction to the Premises that occurs during the last 3 years of the Term (either the Initial Term or in any Renewal Term), Tenant may terminate this Lease upon giving 60 days' prior written notice to Landlord in lieu of performing the required repair, restoration or rebuilding as set forth herein, in which case all insurance proceeds shall be paid to Tenant and Tenant shall promptly remove all improvements, including all building foundations, and backfill with clean compacted fill, and restore the land to substantially its condition prior to construction of the improvements. As used herein, "major damage or destruction" shall mean that more than 50% of the improvements have been damaged or destroyed such that Tenant reasonably determines it is not feasible to continue operations on the Premises.

3. Uninsured Damage. If any damage to or destruction of the Premises occurs pursuant to an event that is not required to be covered by insurance, which damage or destruction renders the Premises untenantable, Landlord shall repair or replace such damage or destruction at its cost, unless the cost to repair or replace such damage or destruction exceeds 20% of the replacement cost of the Premises. In such event, either Landlord or Tenant may terminate this Lease and neither Party shall have any further obligations or liabilities hereunder, except those provisions expressly surviving termination of this Lease, provided that Tenant may pay the restoration costs exceeding 20% of the Premises' replacement cost by providing Landlord written notice of such election within 30 days after the Casualty. If Tenant so elects, this Lease shall continue in full force and effect. If Tenant elects not to restore or repair the Premises, Landlord may elect to restore or repair the Premises at its cost by providing Tenant with written notice of such election within 15 days after the date Tenant elects not to restore or repair the Premises and this Lease shall continue in full force and effect.

4. Abatement of Rent. In the event of partial damage or destruction to the Premises not giving rise to a termination of this Lease, Tenant may continue to occupy and use the Premises if Tenant deems it practicable to do so, and in such event, to the extent not covered by required business interruption insurance pursuant Section 7.2 above, the Base Rent shall be reduced on an equitable basis taking into account the relative use of the property by Tenant before such Casualty compared to the degree the Premises can be

practically used by Tenant after such Casualty and, if Tenant is unable to use the Premises, the Base Rent shall fully abate until such time that Tenant may resume occupancy and operations within the Premises.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

1. Transfers. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (b) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (d) sublet any portion of the Premises, (e) grant any license, concession, or other right of occupancy of any portion of the Premises, or (f) permit the use of the Premises by any parties other than Tenant (any of the events listed herein being a "**Transfer**"). Landlord may withhold its consent to any proposed Transfer if any Event of Default by Tenant then exists. At least 15 business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address of the proposed transferee and any entities and persons who own, control or direct the proposed transferee; reasonably satisfactory information about its business and business history; and banking, financial, and other credit information sufficient to enable Landlord to determine the proposed transferee's creditworthiness. Within 30 days after written notice from Landlord, Tenant will reimburse Landlord for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer, not to exceed \$2,500 per request for consent. If Landlord consents to a proposed Transfer, the proposed transferee shall deliver to Landlord a written agreement expressly assuming Tenant's obligations hereunder. No Transfer shall release Tenant from its obligations under this Lease; Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

2. Permitted Transfers. Notwithstanding Section 13.1 above, Tenant may Transfer all or part of its interest in this Lease or all or part of the Premises (a "**Permitted Transfer**") to the following types of entities (a "**Permitted Transferee**") without the written consent of Landlord:

(a) any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with Tenant;

(b) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, so long as (i) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (ii) the tangible net worth of the surviving or created entity is not less than the tangible net worth of Tenant as of the date hereof; or

(c) any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets if such entity's tangible net worth after such acquisition is not less than the tangible net worth of Tenant as of the date hereof.

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease. No later than 30 days after the effective date of any Permitted Transfer, Tenant

shall furnish Landlord with (i) copies of the instrument effecting such Permitted Transfer, (ii) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, (iii) evidence of insurance as required under this Lease with respect to the Permitted Transferee, and (iv) the name and address of the Permitted Transferee and any entities and persons who own, control or direct the Permitted Transferee. Any subsequent Transfer by a Permitted Transferee shall be subject to the terms of this Article 13.

3. Additional Provisions. Landlord's consent to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

ARTICLE 14

EMINENT DOMAIN

1. Total Taking. In the event the entire Premises shall be appropriated or taken under the power of eminent domain or by public or quasi-public authority, this Lease shall terminate and expire upon the date Tenant is dispossessed, and Tenant and Landlord shall thereupon be released from any liability thereafter accruing hereunder, except for obligations which survive the termination of this Lease.

2. Partial Taking. If: (i) any portion of the floor area of the building, any portion of the truck delivery access to the building, or any portion of the parking area for the building is taken such that, in Tenant's commercially reasonable discretion, the portion remaining after such taking will be unsuitable for the conduct of Tenant's business; or (ii) any of the common area which permanently affects the ingress and egress to the Premises, is taken under the power of eminent domain by any public or quasi-public authority, Tenant shall have the right to terminate this Lease upon giving 30 days' prior written notice from the date of such taking. In the event of such termination, Tenant shall be relieved of its obligation to pay Rent hereunder as of the date Tenant surrenders the Premises to Landlord. If Tenant elects not to terminate this Lease but elects to remain in that portion of the Premises not appropriated or taken as described above, as soon as reasonably possible, Tenant shall, at Tenant's sole cost and expense, restore the remaining Premises, including Tenant's furnishings, fixtures and equipment, to a complete unit of like quality and character as existed prior to such appropriation or taking. Thereafter, Base Rent shall be reduced from and after the time of the taking to the extent of the taking.

3. Awards. In the event of a taking of all or a portion of the Premises under the power of eminent domain, any award for compensation or damages, whether attained by judgment, verdict, or agreement, applying to the property, other than the portion of said award, if any, based upon a taking or impairment of Tenant's leasehold interest, improvements, fixtures and immovable equipment (which shall belong to Tenant), shall belong to and be paid to Landlord, except that in the event of a partial taking where the Lease continues in effect, so much of the award to Landlord for the Premises as is reasonably necessary to restore the Premises, as the case may be, shall be assigned to Tenant to be applied to its restoration of the Premises.

ARTICLE 15

ESTOPPEL, SUBORDINATION AND ATTORNMEN

1. Estoppel Certificate. Tenant and Landlord agreed that each shall, within 10 business days after receipt of Landlord's or Tenant's written request therefore, execute and deliver to Landlord or Tenant, as the case may be, an estoppel certificate certifying: (i) that this Lease is in full force and effect, and is

unmodified, or, if there has been any modification, that it is in full force and effect as modified, and stating the terms of such modification; (ii) the commencement date; (iii) that, if such is the case, Rent is paid current; and (iv) whether there are any uncured defaults by Landlord or Tenant and, if any such defaults exist, specifying the nature thereof (provided that Landlord and Tenant shall only disclose such matters known to the disclosing party) or other matters concerning this Lease reasonably requested by Landlord or Tenant.

2. Subordination. This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each a "Mortgage") that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, or beneficiary under any such deed of trust, is referred to herein as a "Landlord's Mortgagee"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required, subject to Landlord first delivering and Tenant executing a Non-Disturbance Agreement (defined below). As used herein, a "Non-Disturbance Agreement" is a written agreement, in a form reasonably satisfactory to Tenant, executed by Landlord's Mortgagee, pursuant to which Landlord's Mortgagee agrees (i) not to disturb Tenant's possession and quiet enjoyment of the Premises and its rights under this Lease so long as Tenant is not in default under any material term of this Lease past any applicable cure period, and (ii) that any purchaser at any foreclosure sale arising from Landlord's Mortgagee or trustee upon entry shall assume and perform the obligations of Landlord under this Lease.

3. Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

4. Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

5. Landlord's Mortgagee Protection Provisions. If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (i) liable for any act or omission of any prior lessor (including Landlord); (ii) bound by any Rent which Tenant has paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing; or (iii) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Premises. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

ARTICLE 16

SURRENDER; HOLDOVER

1. Surrender. At the end of the Term, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair (excluding any damage related to casualty or condemnation), ordinary wear and tear excepted. Tenant may remove from the Premises any trade fixtures, equipment and

movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Premises or Center; provided, however, that Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if the removal of such fixtures or equipment will result in impairing the structural integrity of the building. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture or alterations. All trade fixtures, equipment, furniture, inventory, effects and alterations on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them, and Tenant will reimburse Landlord for all expenses incurred in connection with such property, including without limitation the cost of repairing any damage to the Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

2. Holdover. Should Tenant hold over occupancy of the Premises after the Termination Date or earlier termination of the Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month at one and a half times the Base Rent due immediately prior to the Termination Date, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE 17

SALE OF LEASED PREMISES

In the event of any sale of the Premises by Landlord, Landlord shall be relieved of all liability under any and all covenants and unaccrued obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, provided that the purchaser at such sale or any subsequent sale of the property shall assume the obligations of Landlord under this Lease. If requested, Tenant shall execute a form of release and such other documentation as may be required to further effect the provisions of this Article 18.

ARTICLE 18

DEFAULTS

1. Tenant's Default.

(a) Each of the following shall be a Tenant "Event of Default":

(i) Tenant's failure to pay Rent within 3 business days of the date due, which failure continues for 5 days after Landlord has delivered written notice to Tenant that the same is due; however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if Tenant fails to pay Rent within 3 business days of the date due and, during the 12-month interval preceding such failure, Landlord has given Tenant written notice of failure to pay Rent on one or more occasions.

(ii) A use by Tenant of the Premises, or any substantial portion thereof, for any use other than the Permitted Use set forth herein.

(iii) Tenant fails to observe or perform of any of Tenant's covenants, agreements or obligations hereunder other than the payment of Rent and such default shall not have been cured within 30 days after written notice specifying such default, except in the event such default cannot

reasonably be cured within such 30-day period, in which case no default shall exist if Tenant shall have begun proceedings to cure the default within such 30-day period and shall diligently prosecute the same to completion, but in no event greater than 60 days.

(iv) The filing of a petition by or against Tenant (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

(v) If any execution, levy, attachment, or other process of law shall occur upon Tenant's goods, fixtures or interest in the Premises, and Tenant shall not have cured or resolved the same within 90 days.

(b) Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(i) Landlord may terminate this Lease, effective at such time as may be specified by notice to Tenant, and demand (and, if such demand is refused, recover) possession of the Premises from Tenant. In such event, Landlord will be entitled to recover from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum equal to:

(A) the amount of any unpaid Rent which had been earned at the time of such termination; plus

(B) the amount, if any, by which (i) the aggregate of the Base Rent and all other Rent payable by Tenant under this Lease that would have accrued for the balance of the Term after termination, exceeds (ii) the amount of such Base Rent and other Rent which could reasonably be recovered by reletting the Premises for the remainder of the Term at the then-current fair rental value; plus

(C) any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses within comparable market standards incurred by Landlord in maintaining or preserving the Premises after such Event of Default, preparing the Premises for such reletting, leasing commissions or any other costs necessary or appropriate to relet the Premises. OR

(ii) Landlord may reenter and take possession of all or any part of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any party claiming by, through or under Tenant, and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution for such action or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord will be construed as an election by Landlord to terminate this Lease unless a notice of such intention is given to Tenant, provided, however, that Landlord will use commercially reasonable efforts to mitigate damages by reletting the Premises. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving Tenant such notice, in which event the Lease will terminate as specified in such notice. After recovering possession of the Premises, Landlord will use its commercially reasonable efforts to relet the Premises on commercially reasonable terms and conditions. Landlord may make such

repairs, alterations or improvements as Landlord considers appropriate to accomplish such reletting, and Tenant will reimburse Landlord upon demand for all reasonable costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord will use reasonable efforts to collect and receive the rents for such reletting. Regardless of Landlord's recovery of possession of the Premises, so long as this Lease is not terminated Tenant will continue to pay on the dates specified in this Lease, the Base Rent and other Rent which would be payable if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

(c) Upon the occurrence of an Event of Default, Landlord shall promptly notify Tenant in writing. If Tenant does not respond or cure the Event of Default within any applicable cure period, Landlord may perform Tenant's outstanding obligation, provided however that Landlord shall have no obligation to do so. Tenant shall promptly reimburse Landlord for Landlord's actual, reasonable costs incurred in performing such obligation within 30 days after delivery of an invoice to Tenant describing such costs. Landlord may (without any obligation) also perform any obligation of Tenant, without prior notice to Tenant, should such performance be an emergency and immediate threat to human health or safety. If Landlord incurs any expense in performing, instituting, prosecuting and/or defending any action or proceeding by reason of any emergency, or as result of any Event of Default, Tenant shall reimburse Landlord for the same.

2. Landlord's Default. In no event shall Landlord be deemed to be in default under this Lease unless (a) Landlord fails to perform when do its obligations under this Lease, and set default continues for a period of more than 30 days after Tenant's written notice to Landlord specifying the nature of the default, or, if more than 30 days required to cure the default, the default continues beyond the time reasonably necessary to cure; or (b) if an involuntary petition is filed against Landlord under bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or if a receiver of Landlord, or of all or substantially all of the Premises, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 60 days after the happening of such event or if Landlord makes an assignment of the Premises for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors. In the event of Landlord's default, Tenant shall have the right to commence legal and/ or equitable action against Landlord and/ or perform Landlord's obligations on Landlord's behalf and at Landlord's expense, *provided, however*, Tenant shall not have the right to terminate this Lease unless such Landlord default reasonably prevents Tenant from conducting the Permitted Use in the Premises, in Tenant's reasonable judgment. In the event Tenant performs any of such obligations of Landlord, Landlord shall reimburse Tenant within 30 days after receipt of Tenant's demand therefore, failing which Tenant may offset against each monthly installment of Base Rent, until Tenant is fully reimbursed, such amounts expended by Tenant plus interest at the then-prevailing SOFR rate plus 2%, compounded annually. However, if before the expiration of any cure specified herein Landlord notifies Tenant of Landlord's good faith, reasonable dispute as to the obligation Landlord is alleged to have breached, or before the expiration of the 30-day period specified above, Landlord notifies Tenant of Landlord's good faith reasonable dispute as to the applicable payment (and in either case provides an explanation of the reasons for such dispute), then Tenant shall not have the right to offset against Base Rent the payment and interest (except any portion not in dispute) until the earlier of (A) Landlord and Tenant resolving the dispute confirming the amount owed, or (B) and then obtaining a judgment for such amount from a court of competent jurisdiction, as required herein. Landlord and Tenant will use diligent, good faith efforts to resolve any such dispute.

3. Cumulative Remedies; No Special Damages. The rights and remedies given to the Parties under this Lease are distinct, separate and cumulative and no one of them, whether or not exercised by the Party so entitled, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. The exercise or beginning of the exercise by either of the Parties of anyone or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or

otherwise, shall not preclude the simultaneous or later exercise by either of the Parties of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. Notwithstanding anything to the contrary contained in this Lease, neither Party shall have the right to recover from the other any special, consequential (including, without limitation, lost profits), or punitive damages.

ARTICLE 19

MISCELLANEOUS

1. Notices. Each notice and other communication required or permitted to be given under this Lease (“**Notice**”) must be in writing. Notices duly given to another Party upon: (i) the first business day after hand delivery or overnight express delivery to the other Party; (ii) receipt by the other Party when sent by email to the address for such Party set forth in Article 1; or (iii) 3 business days after the notice has been deposited with United States Postal Service as first class certified mail, return receipt requested, postage prepaid, and address to the Party as set forth in Section 1.3(b) above. A Party may change its address for purposes of this Section by giving the other Party written notice of a new address in the manner set forth above.

2. Captions and Terms. The captions of Articles and Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or define the terms and provisions of this Lease. If more than one person or entity is named as Landlord or Tenant in this Lease and executes the same as such, then and in such event, the words Landlord or Tenant wherever used in this Lease are intended to refer to all such persons or corporations for compliance with and performance of all the terms, covenants and provisions of this Lease and shall be joint in several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, in the use of the singular shall include the plural.

3. Entire Agreement. This Lease and the exhibits attached hereto, which are a part hereof, set forth all of the covenants, promises, agreements and understandings between Landlord and Tenant concerning the leasing of the Premises. There are no oral agreements between the Parties affecting this Lease and this Lease supersedes and cancels the Original Lease and any and all previous negotiations, arrangements, agreements and understandings between the parties with respect to the subject matter of this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Parties, unless reduced to writing and signed by both Parties.

4. Counterparts. This Lease may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

5. Electronic Signatures. PDF or DocuSign signatures may be used in place of original signatures on this Lease or any document delivered pursuant hereto. The parties intend to be bound by the signatures on such PDF or DocuSign copies, and are aware that the other parties will rely on the PDF or DocuSign signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on such PDF or DocuSign signatures.

6. Successors and Assigns. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties here to, or to their heirs, personal representatives, successors, assignees and subtenants respectively.

7. Relationship to the Parties. It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.
8. Partial Invalidity. If any provision of this Lease shall be held to be invalid, void or unenforceable by any duly constituted legal authority, such determination shall not affect any other provision of this Lease and all other provisions shall remain in full force and effect.
9. Waiver. The waiver by either party here to of any breach of any term, covenant or condition here in contained shall not be construed as a waiver of any such term, covenant or condition or any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be construed as a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.
10. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent here end stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on the check or any letter accompanying any check or payment as rent deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.
11. Waste or Nuisance. Tenant shall not commit nor suffer to be committed any waste or nuisance upon the Premises.
12. Law Governing and Construction. The laws of the state of Colorado shall govern the validity, performance and enforcement of this Lease. Venue for any legal action arising out of this Lease shall be in Douglas County, Colorado. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.
13. Attorneys' Fees. In the event that any time during the term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then and in that event the unsuccessful party in such action or proceeding agrees to reimburse the successful party herein for the reasonable expenses of attorneys' fees and costs of litigation as the court may award.
14. Recording. Neither Landlord nor Tenant shall record this Lease without the other's prior written consent.
15. Brokerage Commissions. Landlord and Tenant each represent to the other that no broker or real estate agent has been involved in connection with this transaction. If any claims for brokerage commissions are made against Landlord or Tenant relative to this Lease, the Party whose actions or commitments form the basis of such claims shall indemnify and hold the other Party harmless from and against any and all such claims and demands (including costs and attorneys' fees).
16. Force Majeure. If either Party hereto shall be delayed or hindered in or prevented from the performance of any affirmative act required under this Lease, other than the payment of Rent or other charges for which such Party shall be responsible hereunder, by reason of strikes, lockouts, implementation of new laws or regulations, riots, insurrection, war, pandemics or epidemics, terrorist acts or events of a like nature beyond the reasonable control of the Party delayed in performing the act required under the

terms of this Lease (each, a “**Force Majeure Event**”); provided, however, that a Force Majeure Event does not include COVID-19, or any other virus or infectious disease, unless such Force Majeure Event results in the cessation of operations on the Premises due to a governmental authority’s order or regulation that is not directed solely at the Premises. A party’s performance of an act delayed by a Force Majeure Event shall be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay, except as otherwise specifically provided herein to the contrary.

17. Time of Essence. Time is of the essence of this Lease and the performance of the respective obligations of Landlord and Tenant here under including, without limitation, the delivery of notices here under.

[Signatures on Following Page]

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

LANDLORD:

MADKIRK INVESTMENTS, LLC,
a Colorado limited liability company

DocuSigned by:
Taylor Kirkpatrick
By: _____
Name: Taylor Kirkpatrick
Title: Manager

TENANT:

TICI, LLC,
a Colorado limited liability company

DocuSigned by:
Vince Eupierre
By: _____
Name: Vince Eupierre
Title: Managing Member

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“**Agreement**”) is entered into as of June 26, 2024 (the “**Effective Date**”), by and between TICL, LLC, a Colorado limited liability company (“**Assignor**”) and CHICHO, LLC, a Nevada limited liability company (“**Assignee**”), with respect to the following facts:

A. D’Paul Equity, LLC, as successor to Madkirk Investments, LLC (“**Landlord**”) and Tenant are parties to that certain Amended and Restated Lease Agreement dated as of April 12, 2022 (the “**Lease**”) for certain premises located at 1164 Sergeant Jon Stiles Drive, Highlands Ranch, Colorado, 80129 (the “**Premises**”).

B. The parties desire (a) that Assignor assign all of its right, title and interest in, under and to the Lease to Assignee, and (b) that Assignee assume all of the obligations and responsibilities of the tenant under the Lease from and after the Effective Date.

C. The Lease permits such assignment and assumption without the consent of the Landlord.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are expressly acknowledged, the parties agree as follows:

1. Assignment and Assumption.

a. Effective as of the Effective Date, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor’s right, title and interest in, under and to the Lease.

b. Assignee hereby accepts the foregoing assignment, and agrees to perform all of the terms and conditions of the Lease to be performed on the part of the tenant, and assumes all of the obligations of the tenant under the Lease arising or accruing on or after the Effective Date, including without limitation, liability for the payment of rent and for the due performance of all the terms, covenants, and conditions of the tenant under the Lease.

2. Indemnification.

a. Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, and expenses (including without limitation attorneys’ fees) (collectively, the “**Claims**”) arising from or in connection with (i) a default by Assignor under the Lease prior to the Effective Date, or (ii) Assignor’s use or occupancy of the Premises prior to the Effective Date.

b. Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all Claims arising from or in connection with (i) a default by Assignee under the Lease from and after the Effective Date, or (ii) Assignee’s use or occupancy of the Premises from and after the Effective Date.

3. General Provisions.

a. The parties acknowledge that the recitals are true and are a part of this Agreement. This Agreement may be executed in any number of counterparts, which taken together shall constitute one

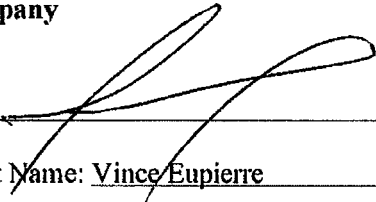
and the same Agreement. Electronic and fax copies of this Agreement shall have the same force, effect, and legal status of originals.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the parties hereto and is not intended to confer any benefit on any third party.

c. This Agreement is intended by the parties to be the final, integrated expression of their agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

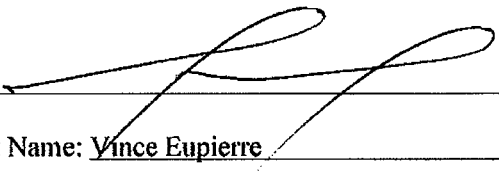
ASSIGNOR:
TICI, LLC, a Colorado limited liability company

By: 

Print Name: Vince Eupierre

Title: Managing Member

ASSIGNEE:
CHICHO, LLC, a Nevada limited liability company

By: 

Print Name: Vince Eupierre

Title: Managing Member

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,

Chicho, LLC

is an entity formed or registered under the law of Nevada, 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 20241962887.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 09/20/2024 that have been posted, and by documents delivered to this office
electronically through 09/23/2024 @ 16:18:40.

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 09/23/2024 @ 16:18:40 in accordance with applicable law.
This certificate is assigned Confirmation Number 16410795.



Jena Griswold

Secretary of State of the State of Colorado

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

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



- For this Record...
- Filing history and documents
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification
- Subscribe to text notification
- Unsubscribe from text notification
- Business Home
- Business

Summary

Details			
Name	Chicho, LLC		
Status	Good Standing	Formation date	09/13/2024
ID number	20241962887	Form	Foreign Other
Periodic report month	September	Jurisdiction	Nevada
Principal office street address	5755 S Sandhill Rd, Suite A, Las Vegas, NV 89120, NV, United States		
Principal office mailing address	5755 S Sandhill Rd, Suite A, Las Vegas, NV 89120, NV, United States		

Registered Agent	
Name	Veaceslav Morari
Street address	1164 Sgt Jon Stiles Dr, Highlands Ranch, CO 80129, United States
Mailing address	1164 Sgt Jon Stiles Dr, Highlands Ranch, CO 80129, United States

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE COUNTY RTD/CD
COLORADO DOUGLAS

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
96347041-0000	47	0028-012	L	090124	Jun	12	24	2025	

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: JOHN HERNANDEZ
1164 SGT JON STILES DR HIGHLANDS RANCH CO 80129-2267

**THIS LICENSE IS NOT
TRANSFERABLE**



CHICHO, LLC
5755 S SANDHILL RD STE A
LAS VEGAS NV 89120-2551

Heidi Humphreys
Executive Director
Department of Revenue

Letter Id: L0233191184

▲ Detach Here ▲
IMPORTANT INFORMATION

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to Colorado.gov/RevenueOnline to set up your online access, manage your account, file electronic returns and submit payments. Paper returns will NOT be mailed to you.
- Both your sales tax return AND payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are still required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant. If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



WAGE WITHHOLDING LICENSE

**THIS LICENSE IS
NOT TRANSFERABLE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
	96347041	L	



CHICHO, LLC
5755 S SANDHILL RD STE A
LAS VEGAS NV 89120-2551

Executive Director
Department of Revenue

▲ Detach Here ▲

Important Verification Process

If you are new to Colorado withholding tax visit: www.Colorado.gov/revenue/withholdingbasics

This license will be valid as long as you are doing business under the same name and ownership shown on the license. **Revenue Online is the way to access your account and file returns.** At www.Colorado.gov/RevenueOnline you can file and view your returns and payments, update your mailing address, and submit your Annual Reconciliation and withholding statements through your Revenue Online account.

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to www.Colorado.gov/RevenueOnline
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.
Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.
Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).
Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0880383760

Then, click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click **Login**. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as sales tax, you will be able to view those tax types through the account that you can now access. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

If you are a withholding frequent filer, you must use Electronic Funds Transfer (EFT). You may register for EFT through your Revenue Online account.

To file a return, go to Revenue Online (www.Colorado.gov/RevenueOnline). You must file a return even if you have no tax to remit and file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date.

You may close your tax account through Revenue Online when you no longer have employees with Colorado withholding.





Colorado Secretary of State
 ID#: 20241962887
 Document #: 20241962887
 Filed on: 09/13/2024 03:06:52 PM
 Paid: \$100.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.coloradosos.gov.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20241962887
(Colorado Secretary of State ID number)

Entity name Chicho, LLC

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Limited Liability Company

Jurisdiction Nevada

3. The principal office address of the entity's principal office is

Street address 5755 S Sandhill Rd
(Street number and name)

Suite A

Las Vegas NV 89120
(City) (State) (ZIP/Postal Code)

NV United States
(Province - if applicable) (Country)

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

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name Morari Veaceslav
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity) _____

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

Street address

1164 Sgt Jon Stiles Dr

(Street number and name)

Highlands Ranch

(City)

CO

(State)

80129

(ZIP Code)

Mailing address

(leave blank if same as street address)

1164 Sgt Jon Stiles Dr

(Street number and name or Post Office Box information)

Highlands Ranch

(City)

CO

(State)

80129

(ZIP Code)

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 10/09/2024
(mm/dd/yyyy)

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Hernandez John P
(Last) (First) (Middle) (Suffix)
5755 S Sandhill Rd
(Street number and name or Post Office Box information)
Suite A
Las Vegas NV 89120
(City) (State) (ZIP/Postal Code)
NV United States
(Province - if applicable) (Country)

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

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

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Date of this notice: 11-02-2023

Employer Identification Number:
93-4231152

Form: SS-4

Number of this notice: CP 575 A

CHICHO LLC
VINCENT EUPIERRE SOLE MBR
5755 S SANDHILL RD STE A
LAS VEGAS, NV 89120

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4231152. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2024
Form 940	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CHIC. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Chicho, LLC

Nevada Business Identification # NV20232890774

Expiration Date: 09/30/2024

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/14/2023.

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202309143949472

You may verify this certificate
online at <http://www.nvsos.gov>

SECRETARY OF STATE



DOMESTIC LIMITED-LIABILITY COMPANY (86) CHARTER

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Chicho, LLC** did, on 09/14/2023, file in this office the original Articles of Organization that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 09/14/2023.

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State

Certificate
Number: B202309143949471
You may verify this certificate
online at <http://www.nvsos.gov>



FRANCISCO V. AGUILAR
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FVAguilar</i> Secretary of State State Of Nevada	Business Number E34780282023-1
	Filing Number 20233478027
	Filed On 09/14/2023 15:37:34 PM
Number of Pages 2	

Formation - Limited-Liability Company

- | | |
|---|--|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of Foreign Limited-Liability Company |
| <input type="checkbox"/> NRS 89 - Articles of Organization Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.555 - Registration of Professional Foreign Limited-Liability Company |

1. Name Being Registered in Nevada: (See instructions)	Chicho, LLC																									
2. Foreign Entity Name: (Name in home jurisdiction)																										
3. Jurisdiction of Formation: (Foreign Limited-Liability Companies)	<table border="0"> <tr> <td>3a) Jurisdiction of formation:</td> <td>3b) Date formed:</td> </tr> <tr> <td>3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/></td> <td></td> </tr> </table>	3a) Jurisdiction of formation:	3b) Date formed:	3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																						
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3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>																										
4. Registered Agent for Service of Process*: (check only one box)	<table border="0"> <tr> <td><input type="checkbox"/> Commercial Registered Agent (name only below)</td> <td><input type="checkbox"/> Noncommercial Registered Agent (name and address below)</td> <td><input checked="" type="checkbox"/> Office or position with Entity (title and address below)</td> </tr> <tr> <td colspan="3">CEO</td> </tr> <tr> <td colspan="3">Name of Registered Agent OR Title of Office or Position with Entity</td> </tr> <tr> <td>5755 S. Sandhill Rd., Ste. A</td> <td>Las Vegas</td> <td>Nevada 89120</td> </tr> <tr> <td>Street Address</td> <td>City</td> <td>Zip Code</td> </tr> <tr> <td colspan="3">Mailing Address (if different from street address)</td> </tr> <tr> <td></td> <td>Nevada</td> <td>Zip Code</td> </tr> </table> <p><i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i></p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> John P. Hernandez</td> <td>09/14/2023</td> </tr> <tr> <td>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</td> <td>Date</td> </tr> </table>	<input type="checkbox"/> Commercial Registered Agent (name only below)	<input type="checkbox"/> Noncommercial Registered Agent (name and address below)	<input checked="" type="checkbox"/> Office or position with Entity (title and address below)	CEO			Name of Registered Agent OR Title of Office or Position with Entity			5755 S. Sandhill Rd., Ste. A	Las Vegas	Nevada 89120	Street Address	City	Zip Code	Mailing Address (if different from street address)				Nevada	Zip Code	<input checked="" type="checkbox"/> John P. Hernandez	09/14/2023	Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	Date
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	Nevada	Zip Code																								
<input checked="" type="checkbox"/> John P. Hernandez	09/14/2023																									
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	Date																									
5. Management: (Domestic Limited-Liability Companies only)	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)																									
6. Name and Address of each Manager(s) or Managing Member(s): (NRS 86 and NRS 86.544, see instructions) Name and Address of the Original Manager(s) and Member(s): (NRS 89, see instructions) IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.	<table border="0"> <tr> <td colspan="4">1) <input type="text" value="Vincent Eupierre"/></td> </tr> <tr> <td colspan="4">Name</td> </tr> <tr> <td><input type="text" value="5755 S. Sandhill Rd. Ste. A"/></td> <td><input type="text" value="Las Vegas"/></td> <td><input type="text" value="NV"/></td> <td><input type="text" value="89120"/></td> </tr> <tr> <td>Address</td> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> </table>	1) <input type="text" value="Vincent Eupierre"/>				Name				<input type="text" value="5755 S. Sandhill Rd. Ste. A"/>	<input type="text" value="Las Vegas"/>	<input type="text" value="NV"/>	<input type="text" value="89120"/>	Address	City	State	Zip Code									
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Address	City	State	Zip Code																							
7. Dissolution Date: (Domestic only)	Latest date upon which the company is to dissolve (if existence is not perpetual):																									



FRANCISCO V. AGUILAR
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

**Formation -
 Limited-Liability Company**
 Continued, Page 2

8. Profession to be Practiced: (NRS 89 only)	
9. Series and/or Restricted Limited-Liability Company: (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company's only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>
10. Records Office: (Foreign Limited-Liability Companies)	Address _____ City _____ State _____ Zip code _____ Country _____
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	Address _____ City _____ State _____ Zip code _____ Country _____
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.) Name and Signature of Manager or Member: (NRS 86.544 only) See instructions	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <p> <input type="text" value="Vincent Eupierre"/> <input type="text" value="United States"/> Name Country <input type="text" value="5755 S. Sandhill Rd., Ste. A"/> <input type="text" value="Las Vegas"/> <input type="text" value="NV"/> <input type="text" value="89120"/> Address City State Zip/Postal Code X <u>Vincent Eupierre</u> (attach additional page if necessary) </p>

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:
 (attach additional page(s) if necessary)



FRANCISCO V. AGUILAR
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application

Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Chicho, LLC

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- Corporation
 - This corporation is publicly traded, the Central Index Key number is:
- Nonprofit Corporation (see nonprofit sections below)
- Limited-Liability Company
- Limited Partnership
- Limited-Liability Partnership
- Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)
- Business Trust

Filed in the Office of Secretary of State State Of Nevada	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Business Number</td> <td style="padding: 2px;">E34780282023-1</td> </tr> <tr> <td style="padding: 2px;">Filing Number</td> <td style="padding: 2px;">20233478029</td> </tr> <tr> <td style="padding: 2px;">Filed On</td> <td style="padding: 2px;">09/14/2023 15:37:34 PM</td> </tr> <tr> <td style="padding: 2px;">Number of Pages</td> <td style="padding: 2px;">2</td> </tr> </table>	Business Number	E34780282023-1	Filing Number	20233478029	Filed On	09/14/2023 15:37:34 PM	Number of Pages	2
Business Number	E34780282023-1								
Filing Number	20233478029								
Filed On	09/14/2023 15:37:34 PM								
Number of Pages	2								

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- 001 - Governmental Entity
- 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming and exemption under 501(c) designation must indicate by checking box below.

- Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- Unit-owners' Association
- Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. §501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

- No - no additional form is required
- Yes - the *Charitable Solicitation Registration Statement* is required.
- The Organization claims exemption pursuant to NRS 82A 210 - the *Exemption From Charitable Solicitation Registration Statement* is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



FRANCISCO V. AGUILAR
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov
 www.nvsilverflume.gov

**Initial List and State
 Business License
 Application - Continued**

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE MANAGER:

Vincent Eupierre **USA**

Name Country

5755 S. Sandhill Rd. Ste. A **Las Vegas** **NV** **89120**

Address City State Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

X Vincent Eupierre

**Signature of Officer, Manager, Managing
 Member, General Partner, Managing Partner,
 Trustee, Member, Owner of Business,
 Partner or Authorized Signer** FORM WILL BE RETURNED IF

Manager

Title

09/14/2023

Date

UNSIGNED

OPERATING AGREEMENT
of
CHICHO, LLC
a Nevada limited liability company

THIS OPERATING AGREEMENT (“Agreement”) is entered into as of September 14, 2023, by CHICHO, LLC, a Nevada limited liability company (the “Company”) and VINCENT EUPIERRE, its sole member (the “Member”).

The Company has been organized as a limited liability company under the laws of the State of Nevada pursuant to Nevada Revised Statutes Chapter 86 (as amended from time to time, the “Act”), by filing articles of organization (as amended from time to time, the “Articles”) for the Company with the Nevada Secretary of State, and the Member desires to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

The Member and the Company therefore agree as follows:

SECTION 1. COMPANY FORMATION

1.1 Purposes and Powers. The Company may engage in any lawful purpose and shall have all powers and privileges of a limited liability company granted under the Act.

1.2 Term. The Company shall continue in existence until dissolved in accordance with this Agreement.

1.3 Principal Office. The principal office of the Company shall be 5755 S. Sandhill Road, Suite A, Las Vegas, Nevada 89120. The principal office of the Company may be changed from time to time by the Manager.

1.4 Registered Agent. The registered agent and registered office of the Company shall be as set forth in the records of the Nevada Secretary of State. The registered agent of the Company may be changed from time to time by the Manager.

1.5 Tax Status. At all times that the Company has only one Member, it is the intention of the Member that the Company be disregarded for federal, state and local income tax purposes.

SECTION 2. MEMBERSHIP

2.1 Member. The name and address of the Member are as follows:

Vincent Eupierre
42 Sun Glow Lane
Las Vegas, NV 89135

2.2 Limited Liability. Except as otherwise required by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company or participating in the management or conduct of the business of the Company.

2.3 Transfer of Interest. The Member may transfer in whole or in part the Member's interest in the Company. In connection with a voluntary transfer by the Member of the Member's entire interest in the Company, the Member will automatically withdraw and the transferee will automatically and simultaneously be admitted as the successor Member without any further action at the time such voluntary transfer becomes effective under applicable law, and the Company shall continue without dissolution. In connection with a voluntary transfer by the Member of less than the Member's entire interest in the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company will have more than one member.

2.4 Admission of Additional Members. The Member may admit one or more additional members of the Company and determine the terms and conditions of such admission. Prior to the admission of an additional member of the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company will have more than one member.

2.5 Involuntary Transfer. If the Company is required under the Act or other applicable law, as determined by the Manager or by a court of competent jurisdiction, to recognize an involuntary transfer of all or part of the Member's membership interest, the transferee (i) will not be a member of the Company, (ii) will have no right to participate in the management of the Company or to vote on or consent to any decision of the members of the Company, (iii) will have no right to inspect or copy the books and records of the Company, and (iv) will be entitled to no more than an applicable interest in the profits, losses and distributions of the Company.

SECTION 3. MANAGEMENT

3.1 Management. The business and affairs of the Company shall be managed by a Manager. The initial Manager of the Company is Vincent Eupierre. Except for such matters which require the vote or consent of the Member pursuant to the express terms of this Agreement or the provisions of the Act, the Manager shall have full and complete authority, power, and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Member does not have the authority or power to act for, bind, or incur any liability on behalf of the Company. The Member is not entitled to participate in the management of the Company except for those matters which require the vote or consent of the Member pursuant to the express terms of this Agreement or the provisions of the Act, with all other decisions reserved to the Manager. Without limiting the broad grant of authority to the Manager described above, but subject to any limitations set forth in Section 3.2, the Manager shall have power and authority on behalf of the Company to take the following actions:

- (a) open and maintain bank accounts, investment accounts and other financial arrangements with Company funds; draw checks and other orders for the payment of money; and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (b) procure insurance to protect the Company's property, business, Member and Manager;
- (c) employ accountants, legal counsel, agents and other persons to perform services for the Company and to compensate such persons from Company funds;
- (d) institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings;

(e) acquire, operate, maintain, repair, lease, sell, dispose of, or otherwise manage Company assets in the ordinary course of the Company's business; and

(f) do and perform all other acts as may be necessary or appropriate to the ordinary course of the Company's business.

3.2 Consent of Member. The Company shall not undertake or agree to undertake, and the Manager shall not undertake or agree to undertake on behalf of the Company, any of the following actions without the prior written consent of the Member:

(a) amend the Articles or this Agreement;

(b) dissolve the Company;

(c) enter into any agreement which would obligate the Member to make an additional capital contribution to the Company;

(d) merge, consolidate, convert, or otherwise reorganize the Company with or into another entity, or convert the Company into another form of entity;

(e) take any action to cause a voluntary bankruptcy filing for the Company or make an assignment for the benefit of creditors of the Company; or

(f) admit any new member to the Company or issue any membership interest in the Company.

3.3 Management Duties and Standards.

(a) The Manager shall exercise the Manager's powers and otherwise perform the Manager's duties in good faith, in the manner the Manager believes to be in the best interests of the Company, and with such care, using ordinary prudence, as a person in a like position would use under similar circumstances. The Manager will not be liable to the Company or the Member for any loss incurred by the Company or the Member except to the extent the loss is caused by the Manager's fraud, gross negligence, breach of fiduciary duty, unlawful acts or omissions (meaning any acts or omissions of the Manager that the Manager knew or had reasonable cause to know at the time that they occurred were unlawful), or intentional breach of this Agreement (meaning any acts or omissions of the Manager that the Manager knew or had reasonable cause to know at the time they occurred were in material violation of this Agreement).

(b) The Manager shall not be required to devote full time to the business and affairs of the Company, but shall devote only such time as is reasonably necessary to manage and supervise the business and affairs of the Company. The Manager may delegate to other persons so much of the Manager's responsibilities as the Manager determines to be necessary or convenient for the efficient administration and management of the Company's business.

(c) The Manager and any affiliate of the Manager may engage in any business venture of any nature, regardless of whether the business venture is competitive with the Company's business, without having any duty or obligation to (i) notify the Company of such business venture; (ii) pursue or undertake such business venture on behalf of the Company; (iii) offer the Company any interest in such business venture; or (iv) share with the Company any of the income, profits or benefits derived by the Manager from such business venture.

(d) The Manager shall cause the Company to maintain such records for the Company as may be required by the Act. The Manager shall cause the Company to (i) segregate and account for Company assets and not allow funds or other Company assets to be commingled with the funds or other assets of any other person; (ii) maintain separate bank accounts and financial records; (iii) maintain all Company assets in the name of the Company; (iv) pay Company liabilities from Company assets; and (v) conduct its dealings with third parties in the Company's name and in all respects hold itself out as a limited liability company that is separate from and independent of the Member.

(e) The Manager may rely in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any party as to matters the Manager reasonably believes are within the professional or expert competence of such party, and who has been selected with reasonable care, including without limitation information concerning the existence and amount of assets from which distributions might properly be paid.

3.4 Resignation, Removal and Replacement of Manager. The Manager may resign at any time and for any reason. The Member may remove the Manager at any time, with or without cause, and for any reason. Upon any vacancy of the office of Manager, the Member shall appoint a new Manager.

3.5 Compensation of Manager. The Manager shall receive such compensation, if any, as may be determined from time to time by the Member.

SECTION 4. CAPITAL; ALLOCATIONS AND DISTRIBUTIONS

4.1 Capital Contribution. The Member shall contribute \$10,000.00 as a capital contribution to the Company.

4.2 Additional Contributions. The Member shall not be required to make additional capital contributions to the Company. If the Member determines that additional capital is required to carry out the purposes of the Company, the Member may elect to make such additional contributions.

4.3 Member Loans. The Member may, but is not required to, make loans to the Company. If and to the extent any loan is made by the Member to the Company, such loan shall be on terms agreed upon by the Member and the Manager.

4.4 Allocations. The Company's profits and losses shall be allocated to the Member.

4.5 Distributions. Distributions may be made to the Member at the times and in the amounts determined by the Member, provided that no distribution shall be made in violation of the Act.

SECTION 5. DISSOLUTION AND LIQUIDATION

5.1 Events of Dissolution. The Company shall be dissolved (i) by election of the Member, or (ii) upon the entry of a decree of judicial dissolution under the Act.

5.2 Winding Up. Upon the dissolution of the Company, the Manager shall wind up its affairs by converting all assets of the Company into cash to the extent practicable and distributing the assets of the Company as follows:

(a) first, to pay the debts, liabilities and obligations of the Company and the expenses of dissolution;

(b) second, to set up of any reserves that the Manager determines are appropriate for any contingent obligations of the Company; and

(c) third, the balance, if any, to the Member.

5.3 Articles of Dissolution. Upon dissolution of the Company, the Member shall promptly file articles of dissolution with the Nevada Secretary of State.

SECTION 6. INDEMNIFICATION

6.1 Indemnification. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (an "Action"), except an Action by or in the right of the Company, by reason of the fact that the person is or was a Manager or Member of the Company, or is or was serving at the request of the Company as a manager, member, employee, or agent of another limited-liability company, corporation, partnership, joint venture, trust, or other enterprise (an "Indemnified Party"), against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the Indemnified Party in connection with the defense or settlement of the Action, if the person acted in good faith and in a manner which he or she reasonably believed to be in the best interests of the Company, and, with respect to any criminal Action, had no reasonable cause to believe the conduct was unlawful. The termination of any Action by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which the Indemnified Party reasonably believed to be in the best interests of the Company, and that, with respect to any criminal Action, the Indemnified Party had reasonable cause to believe that the conduct was unlawful.

6.2 Advancement of Expenses. The expenses of the Indemnified Party incurred in defending an Action shall be paid by the Company as they are incurred and in advance of the final disposition of the Action, upon receipt of an undertaking by or on behalf of the Indemnified Party to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Indemnified Party is not entitled to be indemnified by the Company.

6.3 Additional Rights. The provisions of this Section do not affect any rights to indemnification or advancement of expenses to which an Indemnified Party may be entitled under any contract or otherwise by law.

6.4 Continuation. The right to indemnification and advancement of expenses described in this Section shall continue for each Indemnified Party who ceases to be a Member or Manager and inures to the benefit of the heirs, executors and administrators of such person.

SECTION 7. GENERAL PROVISIONS

7.1 Execution. This Agreement may be executed in any number of counterparts which taken together constitute one and the same Agreement. Electronic and facsimile copies of this Agreement have the same legal effect, validity, and enforceability as an original signed document.

7.2 Amendment. No amendment or modification may be made to this Agreement unless in writing and signed by the Company and the Member.

7.3 Beneficiaries. This Agreement is for the exclusive benefit of the Company and the Member and does not confer, and shall not be interpreted as conferring, any benefit or right to any third party other

than the Manager. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person.

7.4 Severability. If any provision of this Agreement or its application to a particular circumstance is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid, or unenforceable, such provision shall be (i) replaced with an enforceable provision that will achieve, to the maximum extent possible, the economic, business, and other purposes of the invalid provision, or (ii) deleted if such invalid provision cannot be replaced pursuant to subsection (i), and the remainder of this Agreement will continue in full force and effect, but only if the replacement or deletion, as applicable, of the invalid provision does not materially and adversely affect the rights or obligations of a party.

7.5 Waiver. Neither the failure of a party to insist upon the timely or full performance of any provision of this Agreement, nor the waiver of any breach of any provision of this Agreement, constitutes a waiver of any other breach of the same or other provision of this Agreement, but all provisions of this Agreement shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7.6 Governing Law. All matters arising under or relating to this Agreement are governed by the laws of the State of Nevada, without giving effect to its choice-of-law principles. Jurisdiction and venue for any action or proceeding arising under or relating to this Agreement will be exclusively in Clark County, Nevada.

7.7 Entire Agreement. This Agreement is the final, complete, and integrated statement of the parties' agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter.

The parties have executed this Agreement as of the date first set forth above.

COMPANY

CHICHO, LLC, a Nevada limited liability company

By: _____

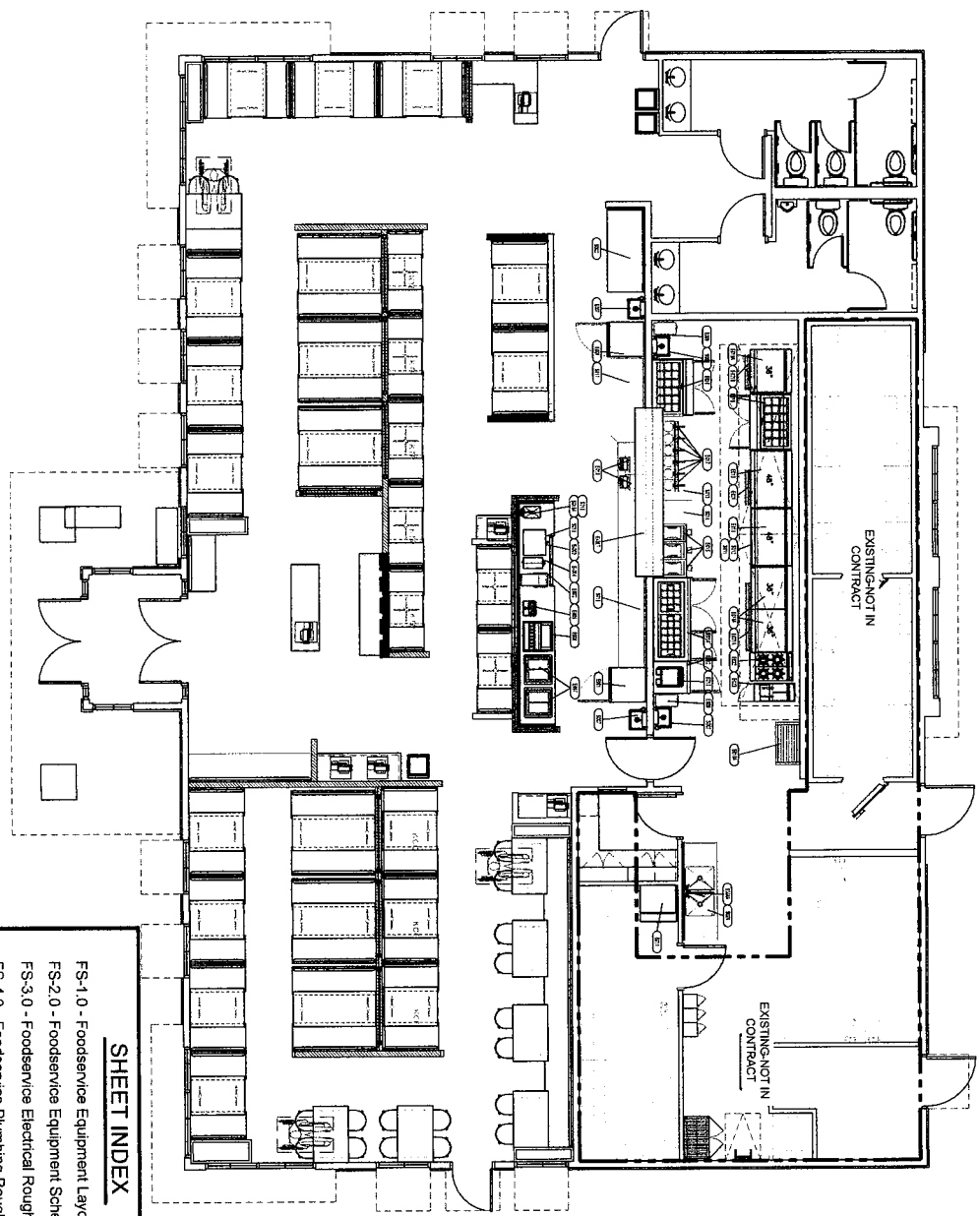
Vincent Eupierre, Manager

MEMBER



VINCENT EUPIERRE

EQUIPMENT LAYOUT PLAN



SHEET INDEX

- FS-1.0 - Foodservice Equipment Layout Plan
- FS-2.0 - Foodservice Equipment Schedule
- FS-3.0 - Foodservice Electrical Rough-In Plan
- FS-4.0 - Foodservice Plumbing Rough-In Plan
- FS-5.0 - Foodservice Utility Elevations
- FS-5.1 - Foodservice Elevations

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. PLANS ARE PROVIDED FOR THE PURPOSE OF INDICATING FOODSERVICE EQUIPMENT LAYOUTS AND REQUIREMENTS ONLY AND ARE NOT TO BE CONSIDERED BY THE GENERAL CONTRACTOR OR SUBCONTRACTOR AS TO RELIANCE THEREON FROM THEIR RESPONSIBILITY OF COMPLYING WITH ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.
2. IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR ARCHITECT TO PROVIDE ALL NECESSARY DIMENSIONS AND CHANGES TO ARCHITECTURAL DOCUMENTS WHICH ARE MADE PRIOR TO AND DURING CONSTRUCTION.
3. GENERAL CONTRACTOR SHALL PROVIDE THE NECESSARY WALL BACKING FOR ALL WALL MOUNTED EQUIPMENT (SHELVING, POT RACKS, ETC.), AS INDICATED ON FOODSERVICE EQUIPMENT DRAWINGS.
4. WHERE REQUIRED BY LOCAL CODES, FLOORS SHALL BE SLOPED TO FLOOR DRAIN TO COMPLY WITH SAID CODES.
5. PLUMBING, ELECTRICAL, MECHANICAL, AND THE WORK OF ALL OTHER TRADES INVOLVED SHALL COMPLY TO PRESENT DAY CODES.
6. ALL EQUIPMENT TO BE N.E.F. APPROVED OR EQUIVALENT.
7. SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND COORDINATE WITH THE FOODSERVICE EQUIPMENT CONTRACTOR ANY DISCREPANCY OR OMISSION INCLUDING, BUT NOT LIMITED TO DIMENSIONAL LAYOUT, ON THESE PLANS PRIOR TO START OF CONSTRUCTION. ALL TRANSACTIONS SHALL BE IN WRITING.
8. FLOOR DEPRESSIONS & INSULATED FLOORS FOR WALKING ARE TO BE PROVIDED BY THE GENERAL CONTRACTOR AND AS DETAILED.
9. GENERAL CONTRACTOR TO PROVIDE FINISHED CURBS FOR WALK-IN REFRIGERATOR/FREEZER COMPRESSOR/CONDENSOR UNITS (VERIFY LOCATIONS). SEWERS SHOULD BE PROVIDED THROUGHOUT THE ENTIRE BUILDING. SEWERS AND PENETRATIONS THROUGH FLOOR OR BUILDING WALLS SHALL BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR. CONSULT WITH ADVANTAGE EQUIPMENT SALES FOR DRAINER SIZE SEWERS AND DRAINAGE SYSTEMS. ALL SEWERS SHALL BE INSTALLED AND TESTED BEFORE CONSTRUCTION. ALL SEWERS SHALL BE INSTALLED AND TESTED BEFORE CONSTRUCTION. ALL SEWERS SHALL BE INSTALLED AND TESTED BEFORE CONSTRUCTION.

HEALTH DEPARTMENT:

1. FOOD PREPARATION, DISHWASHING, STORAGE, AND RESTROOM AREAS TO HAVE: A) DURABLE, EASILY CLEANABLE, AND PROPER COVED FLOORS; B) SMOOTH, NON-ABSORBENT, AND PROPER COVED BASE FLOORS; C) SMOOTH, NON-ABSORBENT, AND PROPER COVED WALLS; D) SMOOTH, NON-ABSORBENT, AND PROPER COVED CEILING; E) SMOOTH, NON-ABSORBENT, AND PROPER COVED LIGHT-COLORED WALLS AND CEILING.
2. ICE MACHINE BINS, CONDENSATE LINES, FOOD PREPARATION SINKS, DISHWASHERS, AND WATER DRAINAGE SYSTEMS SHALL BE INSTALLED INTO A FLOOR SINK.
3. OPERATOR TO OBTAIN FOOD CERTIFICATE PRIOR TO OPERATING.
4. A HAND WASHING SINK SHALL BE PROVIDED IN THE FOOD PREPARATION AREA.
5. ALL FLOOR EQUIPMENT INCLUDING CUSTOM SINKS AND WORKTABS, SHALL MEET THE APPROVED ANSIF/AP (AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION) STANDARD FOR ITS CLASS.
6. FLOOR MODEL EQUIPMENT SHALL BE MOUNTED ON A MINIMUM OF SIX INCH LESS, CASTERS, OR BE SEALED TO AN ELEVATED FOUR INCH HIGH CURB WITH A FOUR INCH HIGH COVE BASE.
7. ENTIRE FACILITY TO BE IN CURRENT COMPLIANCE WITH ALL COUNTY HEALTH CODES.



Keke's Breakfast Cafe
Highland Ranch, Colorado

FS-1.0
Foodservice Equipment Plan

PROJECT CONSULTANT: [Signature]
DESIGNED BY: [Signature]
CHECKED BY: [Signature]

DATE: 28 MARCH 2024

ADVANTAGE EQUIPMENT SALES

2650 Mercantile, Suite 111
Rancho Cordova, CA 95742
Ph: 916.852.0575 Fax: 916.852.6857

THIS PLAN IS PRIMARILY A GENERAL ARRANGEMENT OF FOOD SERVICE EQUIPMENT PREPARED FROM AVAILABLE INFORMATION FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND REQUIREMENTS AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION



keke's
BREAKFAST CAFE®

COCKTAIL ROLLOUT

CLASSIC MIMOSA
WHITE PEACH BELLINI
WILDBERRY SANGRIA

MARCH 2024

TRAINING



SHARING THE WINS



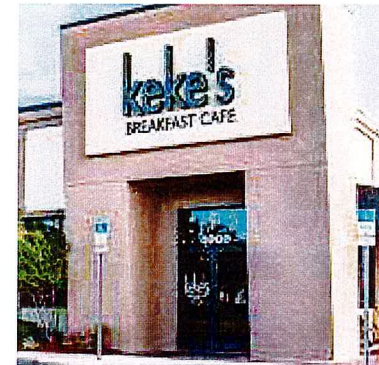
Win for the TEAM

- A new way to interact and connect with our guests.
- Create excitement around the Cafe and attracting new guests.
- Provide opportunity for upselling and increasing your PPA.
- Increased check average leading to increased tips



Win for our Guests

- An experience that is completely new to Keke's.
- More options to enjoy breakfast.
- Adds variety and excitement to their brunch experience.
- Provides an opportunity to discover new favorite beverages and expand Kekes future alcohol program.



Win for KeKe's

- Widen the demographic reach of Keke's.
- A new avenue for revenue.
- Attract new customers and increase traffic to the cafes.
- Increased PPA and Sales

HOW WILL THIS IMPACT OUR 4 KEY RESULTS

?

What are the results we are hoping to see from this test that would make it a win

Team: We now have a new dynamic for guest interactions as well as new upselling options.

- Driving incremental beverage sales would lead to higher PPA margin and tips for team members

Sales: An overwhelmingly positive sales projection based on testing locations

- Sales comp projection: 1.3%-2.2%
- PPA lift projection: \$0.17-\$0.28

Guest: Our guests have a completely new experience to enjoy at Keke's.

- Giving the guest more variety will lead to greater satisfaction.
- Improved BBI Scores for Beverage

Profit: A new source of revenue at a very favorable cost.

- We will be able to see increased profits from the favorable margins with these new beverages.

COCKTAIL DOCUMENTS

Mimosa



INGREDIENTS

1. Orange Juice
2. Barefoot Bubbly

PORTION/AMOUNT

1. 4-oz
2. 187 ml (Served table-side)

GARNISHES

1. No garnish

BEVERAGE PROCEDURES

1. Add orange juice to stemless glass.
2. Unwrap and break seal of Barefoot Bubbly before leaving the service line.
3. At table, pour bubbly into OJ (glass should be half full).
4. Leave the bottle at table for the guest to refill as they sip.

keke's

Mimosa
© 2023

White Peach Bellini



INGREDIENTS

1. White Peach Syrup
2. Orange juice
3. Barefoot Bubbly

PORTION/AMOUNT

1. 6oz
2. 24oz
3. 187ml (Served table-side)

BATCH PREPARATION

Place the following items in a 32 oz Store & Pour

1. 6oz White Peach Syrup
2. 24oz Orange Juice
3. Stir ingredients.
4. Store in service line refrigerator. (Discard at the end of 3rd business day)

GARNISH

1. Orange slice
2. 1 Halved strawberry

BEVERAGE PROCEDURES

1. Pour 4 ounces of Bellini mixture into stemless glass.
2. Skewer orange and strawberry and lay across the top of the glass.
3. Unwrap and break seal of Barefoot Bubbly before leaving the service line.
4. At table, pour bubbly into Bellini mixture (glass should be half full).
5. Leave the bottle at table for the guest to refill as they sip.

keke's

White Peach Bellini
© 2023

WildBerry Sangria



INGREDIENTS

1. Red wine
2. Wildberry Syrup
3. Cranberry juice (Ocean Spray)

PORTION/AMOUNT

1. 25oz
2. 6oz
3. 12oz

BATCH PREPARATION

Place the following items in a 64oz Store & Pour.

1. 6oz Wildberry syrup
2. 12oz Cranberry juice
3. 25oz Red wine
4. Stir ingredients together.
5. Separate into smaller 32oz Store & Pour containers for ease of use. Store in service line cooler. (Discard at the end of 3rd business day)

GARNISH

1. 1 Orange slice
2. 1 Halved strawberry
3. 1 Blueberry

BEVERAGE PROCEDURES

1. Fill stemless glass full of ice.
2. Pour Sangria approximately one inch from the top of the glass.
3. Skewer orange slice, half strawberry, one blueberry and lay across the top of the glass.

keke's

Wild berry Sangria
© 2023

keke's
BREAKFAST CAFE

RECIPES AND DESCRIPTORS



Mimosa

A classic Mimosa made with our never-from-concentrate orange juice and Bubbly poured table side to give the top-quality presentation that Keke's is known for.

RECIPES AND DESCRIPTORS

White Peach Bellini

The Peach Bellini is sweet and tangy with the balance of the bubbly being added by the guest to their individual preference. The simple but beautiful beverage is topped with a garnish of orange and strawberry.



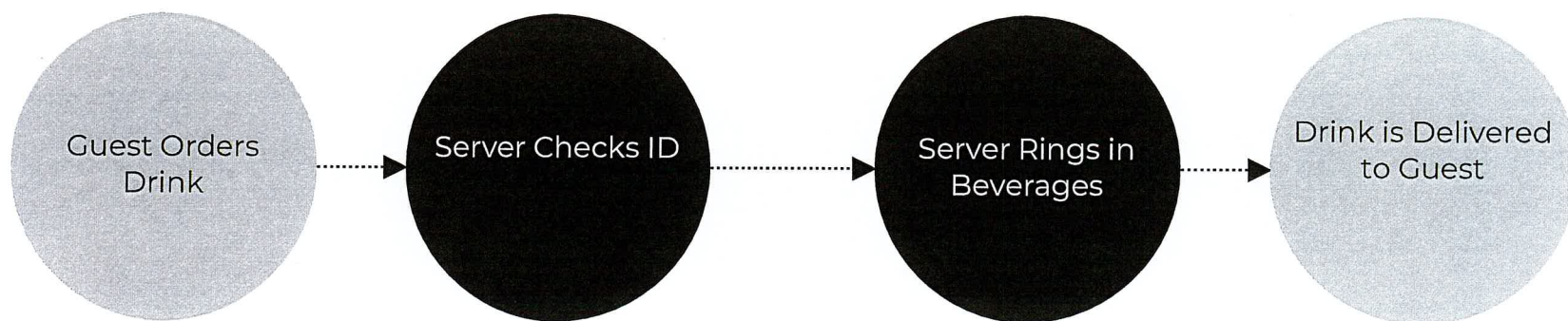
RECIPES AND DESCRIPTORS



Wildberry Sangria

A crisp and refreshing sangria made with our Ocean Spray cranberry juice, Wildberry syrup, and merlot. It all comes together over ice and finished with a garnish of orange, strawberry, and blueberry.

Steps for Ordering Alcoholic Beverages



Responsible Alcohol Service is Everyone's Job

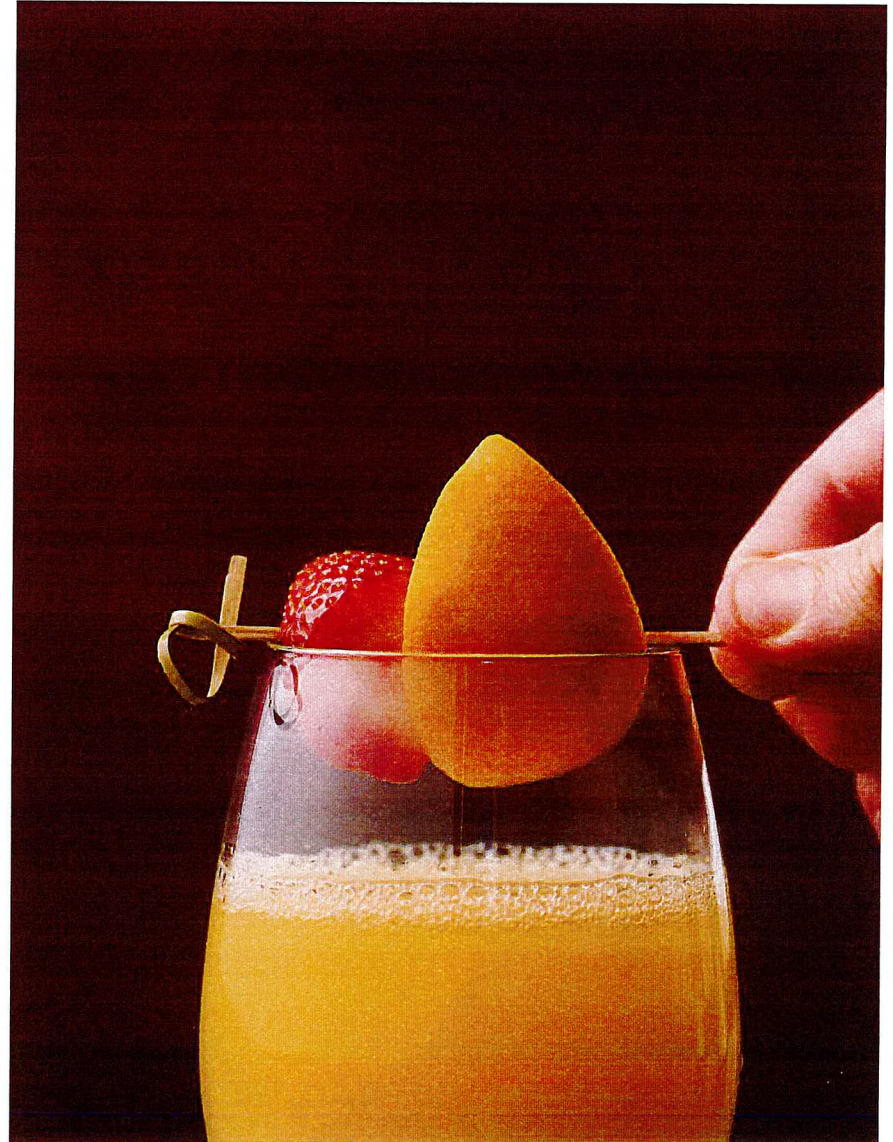
Franchisees and Area Leaders accountable to ensure all local and state laws are followed

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SERVICE STANDARDS

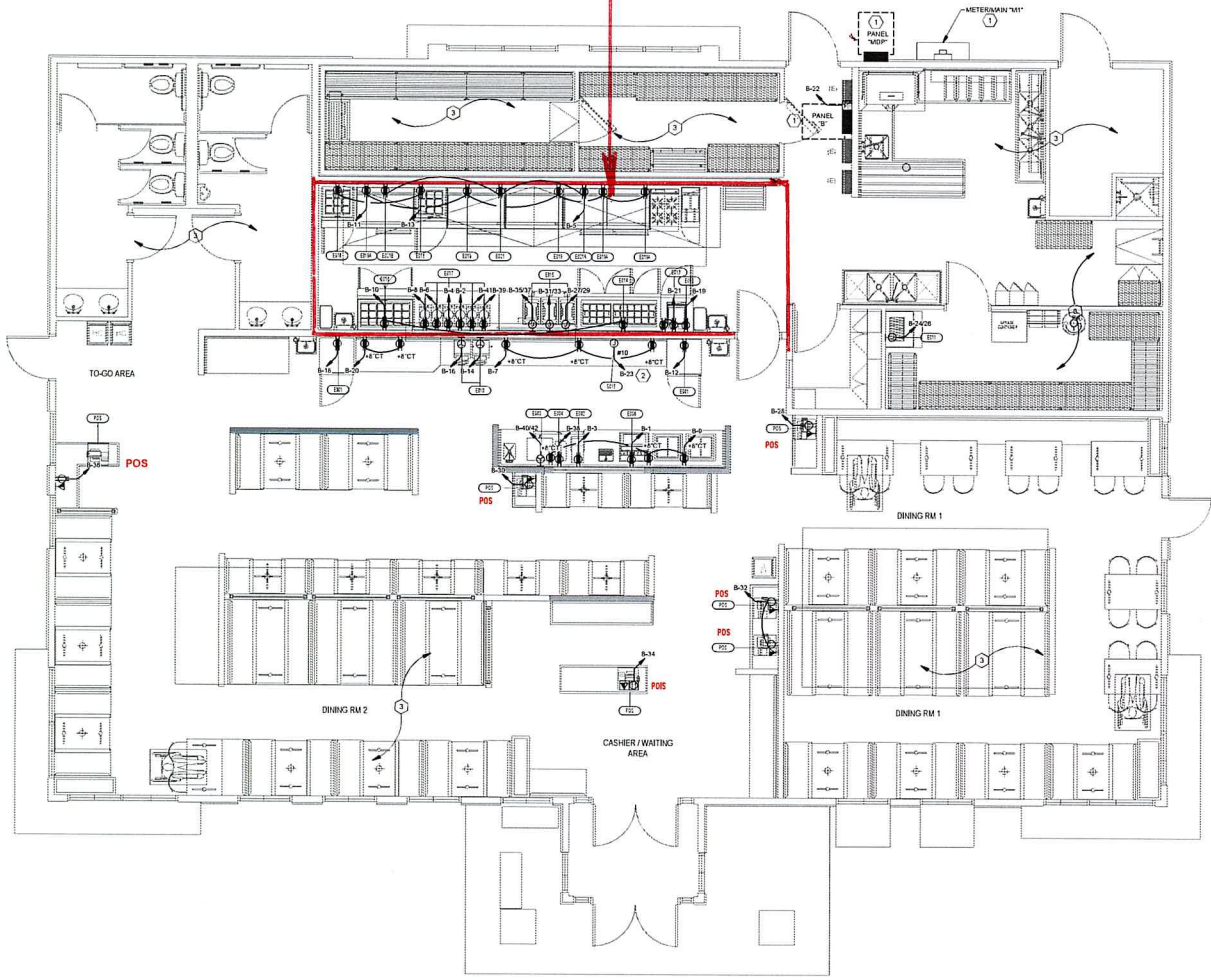
Brand Standards

- Check ID for any guest ordering a cocktail
- POS Entry and Drink Preparation (2 mins)
- Accurate garnishing
- When presenting Bubbly bottle always face label towards guest and crack bottle open tableside before serving to guest



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Kitchen



- KEYED PLAN NOTES:**
1. VERIFY COORDINATE EXACT LOCATION FOR ELECTRICAL EQUIPMENTS AND PROVIDE MINIMUM CLEARANCE (NEC 110.26)
 2. VERIFY EXACT ELECTRICAL INSTALLATION REQUIREMENTS WITH MANUFACTURER AND PROVIDE PER RECOMMENDATION.
 3. ALL EXISTING EQUIPMENT/POWER DEVICES IN THIS AREA TO REMAIN U.O.N. NOT IN SCOPE.

- GENERAL NOTES:**
1. ELECTRICAL EQUIPMENT SHALL BE LISTED BY U.L. OR CITY RECOGNIZED ELECTRICAL TESTING LABORATORY OR APPROVED BY THE CITY DEPARTMENT.
 2. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST (NEC).
 3. WIRE SIZE SHALL NOT BE LESS THAN CORRESPONDING CIRCUIT BREAKER RATING AS REQUIRED (NEC TABLE 310.16)
 4. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE (NEC ANNEX C).
 5. CONTRACTOR/ELECTRICIAN TO FIELD VERIFY ACTUAL SITE CONDITION EXACT SERVICE ENTRANCE AND SHALL NOTIFY ENGINEER ANY DISCREPANCY WITH THE PLAN PRIOR TO BIDDER.
 6. ALL FIELD LABELED/IDENTIFIED AS EXISTING IF ANY ARE SUBJECT TO FIELD VERIFICATION, VERIFY EXISTING CONDITION AND REUSE, IF NOT EXISTING, PROVIDE PER PLAN.
 7. COORDINATE LOCATIONS/HEIGHTS OF RECEPTACLES FOR ELECTRICAL DEVICES WITH ARCHITECT AND EQUIPMENT VENDOR PRIOR TO ROUGH-IN.
 8. ALL NEW ELECTRICAL EQUIPMENT IF ANY DIMENSIONS TO BE VERIFIED WITH EQUIPMENT MANUFACTURER'S DIMENSIONS PRIOR TO PURCHASE.
 9. GFCI PROTECTION ALL 120V THROUGH 250V RECEPTACLES SUPPLIED BY 3-PHASE BRANCH CIRCUITS, 50 AMPERES OR LESS, AND ALL RECEPTACLES SUPPLIED BY SINGLE BRANCH CIRCUITS RATED 100 VOLTS OR LESS TO GROUND, 100 AMPERES OR LESS, INSTALLED IN THE FOLLOWING LOCATIONS SHALL HAVE GFCI PROTECTION FOR PERSONNEL (NEC 210.8)(2):
 - A. BATHROOMS
 - B. KITCHENS OR AREAS WITH A SINK AND FRESH PROVISION FOR COOKING
 - C. ROOFTOP PATIO/DOORS
 - D. STAIRS - WITHIN 8 FT FROM THE TOP INSIDE EDGE OF THE STAIR
 - E. GARAGES, UNFINISHED AREAS OF BASEMENTS OR SIMILAR AREAS
 10. FOR ALL PERMANENTLY CONNECTED APPLIANCES RATED OVER 300VA, THE CIRCUIT BREAKER CAPABLE OF BEING LOCKED IN THE OPEN POSITION SHALL BE PROVIDED UNLESS LOCATION OF THE BREAKER IS WITHIN THE SIGHT OR SEPARATE DISCONNECTING MEANS IS PROVIDED. (NEC 110.25. 422.31(B))
 11. VERIFY ALL KITCHEN EQUIPMENT IF ANY INSTALLATION REQUIREMENTS AND POWER CONNECTION TYPE WITH KITCHEN EQUIPMENT SUPPLIER AND MANUFACTURER SPEC SHEET PRIOR TO ROUGH-IN.

POWER PLAN

CDI Circa Domini International, Inc.
 Engineering - Consulting
 9890 Research Dr., Suite 100, Irvine, CA 92618
 Phone (949) 533-4117 | dhang@cdieng.com

KEKE'S BREAKFAST CAFE

1164 STG. JON STILES DR.
 HIGHLAND RANCH, CO 80129

REVISION	
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DRAWN: A.T.	CHECKED: J.L.
DATE: 04/22/2024	SCALE: 1/4" = 1'-0"

POWER PLAN

E200

New Liquor License Hearing Questions

1. Are the documents which you provided for the liquor license application still accurate and valid? *YES*
2. Is the property leased or owned? *LEASED*
3. What is the buildings occupancy limit? *160*
4. Have you owned or operated a similar establishment with a liquor license in the past *Yes*
5. Is this a new or existing business (how long in existence?) *New*
6. How many full and part time employees do you have? *0*
7. Why type of service do you provide? Is there a menu which can be reviewed? *Full service breakfast and lunch; Yes*
8. What are the hours of operation for liquor sales? *7 AM - 2:30 PM*
9. Are all your employees trained on the liquor code? *YES*
10. Please list what particular training or program you use? *InterVal + TIPS*
11. Are there any point of sale systems in place to check identification? *No*
12. What do you do if an employee violates the policy and serves a minor? *Termination*
13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check? *Manager observation; Yes*
14. Will you have a policy that all individuals purchasing alcohol will be asked for identification and will you post a sign informing customers of this policy? *Yes*
15. How is liquor secured during hours of operation and when closed? *Locked cabinet/refrigerator*
16. Is there an outside area or patio? If so, how will this area be secured to guarantee that no transfer of alcohol occurs to outside the serving area? *No*
17. Outside of the formal petition, why do you believe there is a community need and desire in this are for this type of service? *YES*
18. Are you confident that you can comply with the liquor code? *Yes*