

Liquor License Staff Report

Date: September 22, 2025
To: Douglas County Liquor Licensing Authority
Through: Douglas J. DeBord, County Manager
From: Terence T. Quinn, AICP, Director of Community Development *TQ*
CC: Scott Weeks, Senior Planner
Shanna Austin, Public Outreach and Assistance Manager
Kati Carter, AICP, Assistant Director of Planning Resources
Subject: **Egg Harbor Cafe, Hotel and Restaurant Liquor License**
Project File: **LL2025-062**

Local Liquor Licensing Authority Hearing:

October 7, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of a Hotel and Restaurant liquor license for Highlands Ranch Egg Harbor LLC d/b/a/ Egg Harbor Cafe.

II. APPLICATION INFORMATION

A. Applicant

Egg Harbor Cafe
9579 S University Boulevard, Lot 3B
Highlands Ranch, CO 80126

B. Applicant's Representative

William Makoski
Egg Harbor Café
2201 Waukegan Road, Suite 255
Bannockburn, IL 60015

C. Request

An application for a hotel and restaurant liquor license was submitted on August 14, 2025. This type of 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.

D. Location

The site is located at 9579 S University Boulevard, Lot 3B in the Highlands Ranch Planned Development (PD).

III. CONTEXT

The site was originally approved with project file SP1999-087 and most recently revised under SP2019-068. Retail and restaurant uses are allowed as part of the approvals. The business hours of alcohol sales will be Monday to Sunday 7 am to 3 pm. There will be 13 full-time employees and 21 part-time employees. The premises will be closely monitored by the manager on duty, and Responsible Vendor Training will be completed by all employees.

IV. 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, other than the petitions, has been received.

V. STAFF ANALYSIS

A beer and wine liquor license may be approved upon the finding by the Liquor License Authority that the following standards have been met:

44-3-311(1): Notice was posted and published.

Staff Comment: Notice was posted on August 26, 2025 and published on September 25, 2025.

44-3-413(III)(d)(I): 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.

44-3-301(2)(a): The number of similar liquor establishments in the neighborhood does not adequately provide for the needs of the neighborhood.

Staff Comment: A residential petition and a business petition were conducted on September 17, 2025, by Liquor Pros. The purpose of the petitions is to identify the needs and desires of the community. The petitions were performed within a one-mile radius from this location. The eligible contacts that were petitioned signed 97% in support of the license.

44-3-307(3)(a): The licensee is of good moral character.

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

44-3-301(F)(b): The licensee has legal possession of the premises.

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

ZR2022-011: 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.

VI. 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 conditions 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 once the building occupancy certificate is finalized and approved.

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Colorado Liquor Retail License Application

*** Note that the Division will not accept cash**

Paid by Check Date Uploaded to MoveIt

Paid Online

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](https://www.sbg.colorado.gov/Liquor)**

Applicant is applying as a/an

Individual

Limited Liability Company

Association or Other

Corporation

Partnership (includes Limited Liability and Spouse
or Partner in a Civil Union)

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

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Business Telephone

Address of Premises (specify exact location of premises, include suite/unit numbers)

City

County

State ZIP Code

Mailing Address (Number and Street)

City or Town

State ZIP Code

Email Address

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

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

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*

Add Optional Premises to H & R.....	\$100.00 X	Total
Add Sidewalk Service Area.....		\$75.00
Arts License (City).....		\$308.75
Arts License (County).....		\$308.75
Beer and Wine License (City).....		\$351.25
Beer and Wine License (County).....		\$436.25
Brew Pub License (City).....		\$750.00
Brew Pub License (County).....		\$750.00
Campus Liquor Complex (City).....		\$500.00
Campus Liquor Complex (County).....		\$500.00
Campus Liquor Complex (State).....		\$500.00
Club License (City).....		\$308.75
Club License (County).....		\$308.75
Distillery Pub License (City).....		\$750.00
Distillery Pub License (County).....		\$750.00
Entertainment Facility License (City).....		\$500.00
Entertainment Facility License (County).....		\$500.00
Hotel and Restaurant License (City).....		\$500.00
Hotel and Restaurant License (County).....		\$500.00
Hotel and Restaurant License with one optional premises (City).....		\$600.00
Hotel and Restaurant License with one optional premises (County).....		\$600.00
Liquor–Licensed Drugstore (City).....		\$227.50
Liquor–Licensed Drugstore (County).....		\$312.50
Lodging Facility License (City).....		\$500.00
Lodging Facility License (County).....		\$500.00

Section B Liquor License Fees* (Continued)

Manager Registration - H & R.....	\$30.00
Manager Registration - Tavern.....	\$30.00
Manager Registration - Lodging & Entertainment.....	\$30.00
Manager Registration - Campus Liquor Complex.....	\$30.00
Optional Premises License (City).....	\$500.00
Optional Premises License (County).....	\$500.00
Racetrack License (City).....	\$500.00
Racetrack License (County).....	\$500.00
Resort Complex License (City).....	\$500.00
Resort Complex License (County).....	\$500.00
Related Facility - Campus Liquor Complex (City).....	\$160.00
Related Facility - Campus Liquor Complex (County).....	\$160.00
Related Facility - Campus Liquor Complex (State).....	\$160.00
Retail Gaming Tavern License (City).....	\$500.00
Retail Gaming Tavern License (County).....	\$500.00
Retail Liquor Store License - Additional (City).....	\$227.50
Retail Liquor Store License - Additional (County).....	\$312.50
Retail Liquor Store (City).....	\$227.50
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 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://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-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/Spouse or partners in a civil union (if applicable)

Form DR 4679 Lawful Presence Affidavit

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

Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

Partnership Agreement (general or limited).

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 (>) 10,0000? **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
- N/A

<p>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.....</p>	<p>N/A</p> <p>Yes No</p>
<p>For additional Retail Liquor Store only.</p>	
<p>a. Was your Retail Liquor Store License issued on or before January 1, 2016?....</p>	<p>N/A</p> <p>Yes No</p>
<p>b. Are you a Colorado resident?.....</p>	<p>Yes No</p>
<p>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.....</p>	<p>See attached list</p> <p>Yes No</p>
<p>8. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?.....</p>	<p>Yes No</p>
<p>Ownership Lease Other (Explain in detail)</p>	
<p>a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p>	
<p>Landlord</p>	<p>Tenant</p>
<p>Expires</p>	
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....</p>	<p>Yes No</p>
<p>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".</p>	

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

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: 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 L L D S premise?..... Yes No

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

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

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- 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. Entertainment Facility License

N/A

- If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... Yes No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

- If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... Yes No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. 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)	
Street Address				
City	State	ZIP Code	Position	% Owned
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	% Owned
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	% Owned
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	% Owned
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	% Owned
Name			Date of Birth (MM/DD/YY)	
Street Address				
City	State	ZIP Code	Position	% Owned

- ** 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.

I would like to apply for a Two-Year Renewal..... ☒ Yes ☐ No

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

Michael Farrell

Title

Owner

Authorized Signature

Michael Farrell

Date (MM/DD/YY)

8/6/25

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)

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 > 10,000?..... Yes No

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 < 10,000?..... Yes No

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.

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.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... Yes No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

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)

State/Local	Legal Name	Effective Date	Expiration Date	License Number
Local	Alpharetta Egg Harbor Café, LLC	1/1/2025	12/31/2025	13699
State	Alpharetta Egg Harbor Café, LLC	1/1/2025	12/31/2025	0096165
Local	Brookhaven Egg Harbor, LLC	11/8/2024	12/31/2025	002090
State	Brookhaven Egg Harbor, LLC	1/1/2025	12/31/2025	109626
Local	Buckhead Egg Harbor Café, LLC	11/25/2024	12/31/2025	ALCO-0721-05235
State	Buckhead Egg Harbor Café, LLC	1/1/2025	12/31/2025	0096948
Local	Decatur Egg Harbor, LLC	12/31/2024	12/31/2025	2025-1131
State	Decatur Egg Harbor, LLC	1/1/2025	12/31/2025	0111437
Local	Deerfield Egg Harbor LLC	1/1/2025	12/31/2025	20
State	Deerfield Egg Harbor LLC	9/1/2025	8/31/2026	1A-1149049
State	Downers Grove Egg Harbor, LLC	10/1/2024	9/30/2025	1A-1149322
Local	Downers Grove Egg Harbor, LLC	11/1/2024	10/31/2025	344
State	Egg Harbor Café Barrington, Inc.	4/1/2025	3/31/2026	1A-1147952
Local	Egg Harbor Café Barrington, Inc.	4/9/2025	4/30/2026	L25-1A-03
State	Egg Harbor Café II, Inc.	1/1/2025	12/31/2025	1A-1146754
Local	Egg Harbor Café II, Inc.	5/1/2025	4/30/2026	040
Local	Egg Harbor Café III, Inc.	5/1/2025	4/30/2026	LIQ-000170-2024
State	Egg Harbor Café III, Inc.	8/1/2025	7/31/2026	1A-1148632
Local	Egg Harbor Café Naperville, Inc.	5/1/2025	4/30/2026	LIQ-00000211(includes outdoor license)
State	Egg Harbor Café Naperville, Inc.	5/1/2025	4/30/2026	1A-1147526
Local	Egg Harbor Café, Inc.	1/1/2025	12/31/2025	2025-18
State	Egg Harbor Café, Inc.	3/1/2025	2/28/2026	1A-1147134
Local	Elmhurst Egg Harbor, LLC	7/1/2025	6/30/2026	ALCL-001752-2025
State	Elmhurst Egg Harbor, LLC	9/1/2025	8/31/2026	1A-1149014
State	Evanston Egg Harbor LLC	10/1/2024	9/30/2025	1A-1155624
Local	Evanston Egg Harbor LLC	10/6/2024	10/6/2025	23LIQA-0009
State	Geneva Egg Harbor, LLC	5/1/2025	4/30/2026	1A-1148874
Local	Geneva Egg Harbor, LLC	5/1/2025	4/30/2026	13 and 64 (outdoor patio license)
State	Johns Creek Egg Harbor Café, LLC	1/1/2025	12/31/2025	0094875
Local	Johns Creek Egg Harbor Café, LLC	12/31/2024	12/31/2025	ABL-016735-2011
Local/State	Lake Geneva Egg Harbor, LLC	7/1/2025	6/30/2026	BBeerCWine5
Local	Libertyville Egg Harbor, LLC	5/1/2025	4/30/2026	25-L-53
State	Libertyville Egg Harbor, LLC	7/1/2025	6/30/2026	1A-1148448
State	Oak Brook Egg Harbor, LLC	6/1/2025	5/31/2026	1A-1148312
Local	Oak Brook Egg Harbor, LLC	7/1/2025	6/30/2026	LL-52
State	Oak Park Egg Harbor, LLC	4/1/2025	3/31/2026	1A-1501229
Local	Oak Park Egg Harbor, LLC	4/22/2025	4/22/2026	LCB202400143
Local	Orland Park Egg Harbor, LLC	3/3/2025	12/31/2025	32155
State	Orland Park Egg Harbor, LLC	3/6/2025	2/28/2026	1A-1503789
State	River North Egg Harbor, LLC	2/1/2025	1/31/2026	1A-1153202
Local	River North Egg Harbor, LLC	2/15/2024	2/15/2027	2856479
Local	Sandy Springs Egg Harbor Café	1/1/2025	12/31/2025	25-111330
State	Sandy Springs Egg Harbor Café	1/1/2025	12/31/2025	0095997
Local	Schaumburg Egg Harbor, LLC	1/1/2025	12/31/2025	LIQL-24-44
State	Schaumburg Egg Harbor, LLC	3/1/2025	2/28/2026	1A-1147206
State	Streeterville Egg Harbor LLC	10/1/2024	9/30/2025	1A-1149205
Local	Streeterville Egg Harbor LLC	10/15/2023	11/15/2025	2781464
Local	The Glen Egg Harbor, LLC	12/31/2024	12/31/2025	2025-LL-0021
State	The Glen Egg Harbor, LLC	6/1/2025	5/31/2026	1A-1147960

Tax Check Authorization, Waiver, and Request to Release Information

I,

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

“Waiver”) on behalf of

(the “Applicant/Licensee”)

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 is 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)

Highlands Ranch Egg Harbor, LLC

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

847-478-5100

Street Address

9579 S University Blvd, Lot 3B

City

Highlands Ranch

State

CO

ZIP Code

80126

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

Michael Farrell

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

Michael Farrell

Date Signed

8/6/25

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, Lodging Facility, and Entertainment Facility 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

Highlands Ranch Egg Harbor, LLC

Home Phone Number

Cellular Number

224-522-3336

Your Full Name (last, first, middle)

Farrell, Aimee, Wright

List any other names you have used

Aimee Wright

Mailing address (if different from residence)

2201 Waukegan Road, Suite 255, Bannockburn, IL 60015

Email Address

accounting@eggharborcafe.com

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

Current Street and Number

240 Wisteria Cir

Current City, State, ZIP

Roswell, GA 30076

From:

2018

To:

Present

Previous Street and Number

443 Signal Hill Rd

Previous City, State, ZIP

Barrington, IL 60010

From:

Second residence owned longer than 5 years

To:

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

Egg Harbor Cafe

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

2201 Waukegan Road, Suite 255

Position Held

Owner

From:

1985

To:

Present

Name of Employer or Business

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

Position Held

From:

To:

Name of Employer or Business

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

Position Held

From:

To:

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

Name of Relative

None

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

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	Social Security Number	Place of Birth		
12/6/1959	[REDACTED]	Evanston, Illinois		
U.S. Citizen	If Naturalized, state where	When		
<input checked="" type="radio"/> Yes <input type="radio"/> No				
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'7"	190	Brown	Blue	Female

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]	Georgia

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 1,249,000
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..... 0

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

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

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

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

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

Name of Lender

Address

Term

Security

Amount

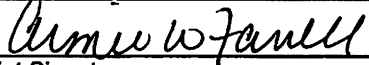
Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Electronic signature is not accepted, physical signature is required.

	
Print Signature	
Aimee W Farrell	
Title	Date (MM/DD/YY)
Owner	08/07/25

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, Lodging Facility, and Entertainment Facility 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

Highlands Ranch Egg Harbor, LLC

Home Phone Number

Cellular Number

224-522-3335

Your Full Name (last, first, middle)

Farrell, Michael, Jeffrey

List any other names you have used

Mailing address (if different from residence)

2201 Waukegan Road, Suite 255, Bannockburn, IL 60015

Email Address

accounting@eggharborcafe.com

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

Current Street and Number

240 Wisteria Cir

Current City, State, ZIP

Roswell, GA 30076

From:

2018

To:

Present

Previous Street and Number

443 Signal Hill Rd

Previous City, State, ZIP

Barrington, IL 60010

From:

Second residence owned longer than 5 years

To:

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

Egg Harbor Cafe

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

2201 Waukegan Road, Suite 255

Position Held

Owner

From:

1985

To:

Present

Name of Employer or Business

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

Position Held

From:

To:

Name of Employer or Business

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

Position Held

From:

To:

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

Name of Relative

None

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

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	Social Security Number	Place of Birth		
3/1/1960	[REDACTED]	San Francisco, California		
U.S. Citizen	If Naturalized, state where	When		
<input checked="" type="radio"/> Yes <input type="radio"/> No				
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'9"	220	Blond	Green	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]	Georgia

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 1,249,000
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..... 0

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

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Account Type

Bank Name

Amount

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

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

Type: Cash, Services or Equipment

Loans

Account Type

Bank Name

Amount

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

Name of Lender

Address

Term

Security

Amount

Personal and Financial Information (Continued)

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

Security

Amount

Name of Lender

Address

Term

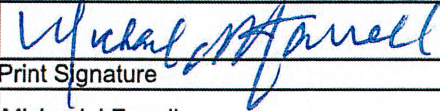
Security

Amount

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.

Electronic signature is not accepted, physical signature is required.



Print Signature

Michael J Farrell

Title

Owner

Date (MM/DD/YY)

8/6/25

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, Lodging Facility, and Entertainment Facility 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

Highlands Ranch Egg Harbor, LLC

Home Phone Number

2246272311

Cellular Number

2246272311

Your Full Name (last, first, middle)

Makoski, William, Henry

List any other names you have used

Mailing address (if different from residence)

2201 Waukegan Road, Suite 255, Bannockburn IL 60015

Email Address

will@eggharborcafe.com

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

Current Street and Number

231 N Butterfield rd

Current City, State, ZIP

60048

From:

2016

To:

Present

Previous Street and Number

Previous City, State, ZIP

From:

To:

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

Hamco Inc

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

2201 Waukegan rd, Bannockburn, IL, 60015

Position Held

Director of Human Resources

From:

04/23/2021

To:

Present

Name of Employer or Business

Hamco Inc

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

2201 Waukegan rd, Bannockburn, IL, 60015

Position Held

Regional Manager

From:

12/01/2019

To:

04/22/2021

Name of Employer or Business

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

Position Held

From:

To:

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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

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	Social Security Number	Place of Birth		
10/08/1984		Evanston, IL		
U.S. Citizen	If Naturalized, state where	When		
<input checked="" type="radio"/> Yes <input type="radio"/> No				
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'10"	165	Blonde	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
	IL

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
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Type: Cash, Services or Equipment	Account Type
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Type: Cash, Services or Equipment	Account Type
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Type: Cash, Services or Equipment	Account Type
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

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
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount	
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	
Type: Cash, Services or Equipment	Loans	Account Type
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount	
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	
Type: Cash, Services or Equipment	Loans	Account Type
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
Bank Name	Amount	
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	

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

Name of Lender		Address
<div style="border: 1px solid black; height: 20px;"></div>		<div style="border: 1px solid black; height: 20px;"></div>
Term	Security	Amount
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Personal and Financial Information (Continued)

Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount

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.

Electronic signature is not accepted, physical signature is required.



Print Signature

William Makoski

Title

Director of Human Resources

Date (MM/DD/YY)

08/11/2025

**Certification of Trust Pursuant to 760 ILCS 3/1013 for the
JOHN E. WRIGHT GST EXEMPT FAMILY TRUST**

Notice: When a certification of trust has been provided, a third-party who demands the trust instrument or excerpts is liable for damages if the court determines that the person did not act in good faith in demanding the trust instrument. See 760 ILCS 3/1013(h).

This Certification of Trust is signed by the currently acting Trustee of the JOHN E. WRIGHT GST EXEMPT FAMILY TRUST, as created under the JOHN E. WRIGHT 2023 DYNASTY TRUST DATED FEBRUARY 8, 2023, as amended (the "Trust"), who declares as follows:

1. The Settlor of the trust is JOHN E. WRIGHT. The Trust was created upon the death of the Settlor on May 18, 2023 and is irrevocable.
2. The current Trustee of the Trust is AIMEE W. FARRELL, whose address is 240 Wisteria Circle, Roswell, GA 30076.
3. The tax identification number of the Trust is 93-6571199.
4. Assets held in the Trust shall be titled as follows:

AIMEE W. FARRELL, Trustee or her successors in interest, of the
JOHN E. WRIGHT GST EXEMPT FAMILY TRUST.

5. The Trust is currently in full force and effect and has not been revoked, modified or amended in any way that would cause the representations in this Certification to be incorrect.
6. The Trust is governed by the laws of the State of Illinois.
7. Under 760 ILCS 3/1013, a third party may rely upon this Certification of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this Trust or the authority of the Trustee, or to see to the application that the Trustee makes of funds or other property received by the Trustee.
8. The Trustee is authorized to sign or otherwise authenticate on behalf of the Trust.
9. Attached to this Certification and incorporated in it are selected provisions of the Trust evidencing the following:
 - a) Creation of the Trust and initial trustee
 - b) Successor trustees
 - c) Powers of the trustee
 - d) Signature pages
10. The Trust provisions which are not attached to this Certification set forth the distribution of trust property. They do not modify the powers of the Trustee.

11. The signatory of this Certification is the currently acting Trustee of the Trust who declares that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

12. This Certification is dated October 13, 2023.

Aimee W. Farrell
AIMEE W. FARRELL, Trustee

STATE OF ILLINOIS)

COUNTY OF COOK)

I, a notary public in and for said County and State, hereby certify that AIMEE W. FARRELL, as Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed that instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal on October 13, 2023.

Tara L Thurler
Notary Public

My commission expires: 2-10-2026



Prepared By:
Buckley Fine, LLC
201 S. Grove Avenue, 4th Floor
Barrington, IL 60010
T: (847) 381-0011



Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is Highlands Ranch Egg Harbor, LLC

The principal office street address is

9579 S. University Blvd
Lot 3b
Highlands Ranch CO 80216
US

The principal office mailing address is

2201 Waukegan Rd Ste 255
Bannockburn IL 60015
US

The name of the registered agent is Matt Farrell

The registered agent's street address is

9579 S. University Blvd
Lot 3b
Highlands Ranch CO 80216
US

The registered agent's mailing address is

9579 S. University Blvd
Lot 3b
Highlands Ranch CO 80216
US

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

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Matt Farrell
2201 Waukegan Rd Ste 255
Bannockburn IL 60015
US

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

document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

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

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

Matt Farrell
2201 Waukegan Rd Ste 255
Bannockburn IL 60015
US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Highlands Ranch Egg Harbor, LLC

is a

Limited Liability Company

formed or registered on 05/16/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251550143 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/01/2025 that have been posted, and by documents delivered to this office electronically through 08/04/2025 @ 14:19:02 .

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 08/04/2025 @ 14:19:02 in accordance with applicable law. This certificate is assigned Confirmation Number 17554883 .



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."

SHOPPING CENTER LEASE

This Shopping Center Lease (the “Lease”) is entered into as of 7/21/2025, (the “Effective Date”), by and between HIGHLANDS RANCH 1668, LLC, as “Landlord”, and HIGHLANDS RANCH EGG HARBOR, LLC, as “Tenant”, hereby agree that, for good and valuable consideration the receipt of which is hereby acknowledged and upon the terms and conditions set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Leased Premises (defined below).

1. Basic Lease Provisions and Definitions.

- (A) Shopping Center:

Highlands Ranch Shopping Center located in Highlands Ranch, Colorado as depicted on the attached Exhibit “A”; Building ID No: 116680
- (B) Leased Premises:

The premises identified as Suite 00020 shown hatched on the attached Exhibit “A”.
- (C) Floor Area:

Approximately 4,465 square feet.
- (D) Lease Commencement Date:

The date that Landlord tenders the Leased Premises to Tenant. See Article 24 and Article 25.
- (E) Rent Commencement Date:

The earlier of: (i) the date any portion of the Leased Premises opens for business to the public; or (ii) one hundred eighty (180) days after the later of: (A) the Lease Commencement Date; or (B) the date that all Permits (as defined in Article 24) are available to Tenant, provided that Tenant strictly complies with the timeframes set forth in Articles 10 and 24. Tenant’s failure to strictly comply with the foregoing timeframes shall eliminate (ii)(B) from the calculation of the Rent Commencement Date.
- (F) Lease Term/Original Term/
Lease Years:

The Original Term is a period of ten (10) Lease Years plus the period between the Effective Date and the Rent Commencement Date. The first “Lease Year” begins on the Rent Commencement Date and ends on the last day of the twelfth (12th) calendar month after the Rent Commencement Date. Each succeeding Lease Year shall begin on the expiration of the prior Lease Year and shall continue for twelve (12) successive calendar months; however, the final Lease Year will end on the Expiration Date. The Lease Term shall include the Original Term and any Additional Terms, as defined below, properly exercised by Tenant.
- (F-1) Additional Terms:

Two (2), five (5) Lease Year options. See Article 22.
- (G) Expiration Date:

The Lease Term will end on the Expiration Date, which is the last day of the final Lease Year or such earlier date that this Lease may be terminated in accordance with its terms.

(H) Base Rent Schedule – Original Term		
Lease Year	Annual Base Rent	Monthly Base Rent
1	\$191,995.00	\$15,999.58
2	\$198,714.83	\$16,559.57
3	\$205,669.85	\$17,139.15
4	\$212,868.29	\$17,739.02
5	\$220,318.68	\$18,359.89
6	\$228,029.83	\$19,002.49
7	\$236,010.87	\$19,667.57
8	\$244,271.25	\$20,355.94
9	\$252,820.74	\$21,068.40
10	\$261,669.47	\$21,805.79

(H)(i) Base Rent Schedule – First Additional Term		
Lease Year	Annual Base Rent	Monthly Base Rent
1	\$270,827.90	\$22,568.99
2	\$280,306.88	\$23,358.91
3	\$290,117.62	\$24,176.47
4	\$300,271.74	\$25,022.65
5	\$310,781.25	\$25,898.44

(H)(ii) Base Rent Schedule – Second Additional Term		
Lease Year	Annual Base Rent	Monthly Base Rent
1	\$321,658.59	\$26,804.88
2	\$332,916.64	\$27,743.05
3	\$344,568.72	\$28,714.06
4	\$356,628.63	\$29,719.05
5	\$369,110.63	\$30,759.22

(I) Fixed CAM: \$18,127.90 for the first Lease Year. Fixed CAM shall automatically increase on the commencement of the second and each successive Lease Year by 4% over the amount of Fixed CAM for the preceding Lease Year (see Article 4).

(J) Percentage Rent Rate: N/A.

(K) Security Deposit: \$15,999.58. Tenant shall pay the Security Deposit to Landlord simultaneously with Tenant’s execution of this Lease. Landlord will retain the Security Deposit as security for Tenant’s full and prompt performance of Tenant’s obligations in this Lease. Landlord may deduct from the Security Deposit sums required to cure any Tenant breach or Tenant Default (as defined in Article 14) or to pay for costs or other damages Landlord may suffer as a result of a Tenant breach or Tenant Default (the “Application”). Within ten (10) of Tenant’s receipt of Landlord’s notice, Tenant shall pay Landlord the amount of the Application. Tenant has no right to apply any portion of the Security Deposit against any of Tenant’s obligations under this Lease. After the Expiration Date and a reconciliation of Tenant’s Rent account, if Tenant is not in breach and there is no Tenant Default, Landlord will promptly return the unapplied balance of the Security Deposit to Tenant. The Security Deposit will be transferred to anyone acquiring the interest of Landlord in this Lease and upon such transfer the prior Landlord will have no obligation to Tenant to return the Security Deposit.

(L) Permitted Use: Subject to the provisions of Article 27 and the existing exclusives and prohibited uses set forth in the attached Exhibit “D”, Tenant shall use the Leased Premises for the operation of a sit-down restaurant serving breakfast, brunch, and lunch items and as ancillary thereto, the retail sale of branded merchandise and for no other use or purpose. Provided Tenant obtains and maintains all necessary governmental permits and approvals and Tenant carries a liquor liability insurance policy with limits of liability as set forth in this Lease, Tenant shall be permitted to maintain a service bar for the incidental sale of alcoholic beverages for on-premises consumption and only as part of full meal service. Tenant is specifically prohibited from: (i) serving alcoholic beverages to customers who are not dining at the restaurant, and (ii) operating the Leased Premises, or any portion thereof, as a bar, nightclub, tavern, or cocktail lounge. In no event shall Tenant, or anyone operating on behalf of Tenant, operate the Leased Premises, or any portion thereof, in a manner that would violate the exclusives and prohibited uses set forth in Exhibit “D.”

(M) Trade Name: Egg Harbor Cafe

(N) Landlord’s Notice Address:
(see Article 21) HIGHLANDS RANCH 1668, LLC
C/O KIMCO REALTY CORPORATION
500 NORTH BROADWAY, SUITE 201
JERICHO, NY 11753

(O) Tenant’s Notice Address: HIGHLANDS RANCH EGG HARBOR, LLC
ATTN: MATT FARRELL
2201 WAUKEGAN ROAD, SUITE 255
BANNOCKBURN, IL 60015
TELEPHONE: _____
EMAIL: MATTF@EGGHARBORCAFE.COM

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

POLSINELLI, PC
150 N. RIVERSIDE PLAZA, SUITE 3000
CHICAGO, IL 60606
TELEPHONE : 312-873-2977
EMAIL :

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

(P) Broker(s): LANDLORD BROKER
SULLIVANHAYES BROKERAGE COMPANY LLC
ATTN: BRYAN SLAUGHTER

5570 DTC PARKWAY, SUITE 100
GREENWOOD VILLAGE, CO 80111
TELEPHONE: (303) 370-7459
EMAIL: BSLAUGHTER@SULLIVANHAYES.COM

TENANT BROKER
JONES LANG LASALLE BROKERAGE INC
ATTN: LORENZO HARRIS
1225 17TH STREET, UNIT 1900
DENVER, CO 80202
TELEPHONE: (720) 418-8054
EMAIL: LORENZO.HARRIS@AM.JLL.COM

(Q) Guarantor: HAMCO, INC.
2201 WAUKEGAN ROAD, SUITE 255
BANNOCKBURN, IL 60015
TELEPHONE: (847) 478-5100
EMAIL: MATTF@EGGHARBORCAFE.COM

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

- General Terms and Provisions
Exhibit “A” – Shopping Center Site Plan
Exhibit “B” – Intentionally Deleted
Exhibit “B-1” - Contractors Indemnity Agreement
Exhibit “C” - Shopping Center Sign Criteria
Exhibit “C-1” - Tenant’s Pre-Approved Signage, if any
Exhibit “D” – Exclusives and Prohibited Uses


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Remainder of Page Left Intentionally Blank
Signature Page to Follow

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



LANDLORD:
HIGHLANDS RANCH 1668, LLC, a Delaware limited liability company
By: KRCX Colorado Realty, LLC, its sole member

BY: 
DAFFE18FCE4E4E9...
NAME: Jason Lee
TITLE: Vice President
DATE: 7/21/2025

TENANT:
HIGHLANDS RANCH EGG HARBOR, LLC

BY: 
EB8A4AB4A6BD447...
NAME: Matt Farrell
TITLE: President
DATE: 7/17/2025

GENERAL TERMS AND PROVISIONS

2. **Payment of Rent.** Beginning on the Rent Commencement Date and thereafter on the first (1st) day of each month during the Lease Term, Tenant shall pay to Landlord the Monthly Rent Payment. The "Monthly Rent Payment" shall mean the monthly installment of Base Rent (plus 4% of such amount as Landlord's management fee) and one twelfth (1/12th) of the Fixed CAM, Landlord's Property Insurance Costs, Snow Reimbursements and Tax Rent (all such terms as defined below), due for the applicable Lease Year and, if applicable, with the amount of any tax charged on the Monthly Rent Payment. The Monthly Rent Payment will be pro-rated for partial calendar months. Landlord will not charge Tenant for any other Common Area maintenance expenses or other charges related to the management and repair of the Shopping Center except for Fixed CAM, Landlord's Property Insurance Costs, Snow Reimbursements and Tax Rent. The term "Rent" shall mean Base Rent and Additional Rent. "Additional Rent" shall refer collectively to Tax Rent, Fixed CAM, Landlord's Property Insurance Costs, Snow Reimbursements, and any other payment(s) that Tenant is required to pay to Landlord under this Lease. Rent is due and payable without any notice, offset, demand or abatement. The obligation to pay Rent is a separate, independent, and unconditional covenant. Tenant agrees that it will participate in any ACH, EFT, direct debit, or other electronic transfer of funds payment method designated by Landlord from time to time (the "Electronic Payment") for the payment of Rent due to Landlord under the Lease. Tenant agrees to complete and submit to Landlord or its designated agents any information, forms or registration required to implement Tenant's participation in the Electronic Payment program and maintain and update the information as needed to ensure accurate and timely payments. Any payment not made by Electronic Payment, must be made by direct debit, check or other method acceptable to Landlord.
3. **Taxes/Tax Rent.** "Taxes" shall mean real estate taxes, special and general assessments, water and sewer rents, governmental license/permit fees, and all other governmental impositions and charges relating to the Shopping Center along with the reasonable costs and expenses (including reasonable legal costs) for any tax appeal or challenge brought by Landlord. Taxes shall not include Landlord's income taxes, estate taxes, or transfer taxes or any late fees, penalties, or interest imposed as a result of Landlord's failure to timely pay Taxes. If any method of taxation prevailing on the date of this Lease is altered, so as a substitute for the whole or any part of real estate taxes there is levied or assessed a different kind of tax, the different tax shall be deemed included in "Taxes". "Tenant's Fraction" (for purposes of Tax Rent, Landlord's Property Insurance Costs, and Snow Reimbursements) shall be equal to a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total square foot floor area which is leasable for space (on the first day of the month in question) inside all the buildings of the Shopping Center. The denominator will be reduced by the floor area of an occupant that pays its own Taxes. "Tax Rent" refers to Tenant's share of Taxes for the applicable period which will be determined by Landlord taking the total Taxes for such period and multiplying it by Tenant's Fraction. Landlord will provide an estimated amount of the Tax Rent (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable Tax period if the total of the monthly payments by Tenant for the year is more or less than the Tax Rent actually due for the period, then appropriate adjustments shall be made with (i) Tenant paying to Landlord any underpayment, or (ii) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant). Tenant shall pay all taxes attributable to its personal property, leasehold interests, occupancy taxes, taxes on its Rent, and other taxes imposed on tenants generally.
4. **Common Area/Snow Reimbursements/Landlord's Property Insurance Costs.** Subject to the provisions of this Lease and the Rules (as defined below), Tenant shall have the non-exclusive right to use the parking areas, driveways, sidewalks and other improvements and amenities of the Shopping Center which are, from time to time, made available by Landlord and any other owners of portions of the Shopping Center for the common use of the tenants and other occupants of the Shopping Center (collectively, the "Common Areas"). Landlord shall cause the Common Areas to be maintained in good condition. Landlord reserves the exclusive right at any time to (i) change, reduce or add to the Common Areas (including but not limited to, installing electrical car charging stations, customer pick up locations [e.g. lockers and designated waiting/pickup areas] and/or similar other amenities consistent with those found in mixed use projects located within the Shopping Center's metropolitan area) so long as Landlord shall act reasonably in its efforts to not materially and adversely interfere with the operations of Tenant's business or materially and adversely interfere with access to and from the Leased Premises, and (ii) promulgate and enforce rules and regulations governing the use of the Common Areas including those posted at the Shopping Center (the "Rules"). Tenant and its employees, contractors, agents, subtenants and licensees will be required to observe the Rules. Any individual failing to observe the Rules may, in Landlord's discretion, be trespassed from the Shopping Center and refused future entry on to the property. During the Lease Term, Tenant shall pay to Landlord Fixed CAM as a contribution towards all costs and expenses of every kind and nature (other than snow and ice removal) incurred by Landlord in keeping, maintaining, and insuring the Common Areas, and the administration thereof.

In addition to Fixed CAM, Tenant shall also be required to pay to Landlord each calendar year, Tenant's Fraction of the costs and expenses incurred by Landlord for Common Area snow and ice removal, plus a fifteen percent (15%) administrative fee ("Snow Reimbursements"). Tenant's annual share of Snow Reimbursements shall be determined each calendar year by multiplying the total costs of Common Area snow and ice removal by Tenant's Fraction. Landlord will provide, from time to time, an estimated amount of the Snow Reimbursements (which may be adjusted from time to time) to be included in Tenant's Monthly Rent Payment. At the end of each applicable calendar year, if the total of the monthly payments by Tenant for the year is more or less than the Snow Reimbursements actually due, then appropriate adjustments shall be made with: (a) Tenant paying to Landlord any underpayment, or (b) Landlord applying the credit to Tenant's Rent account (or, if the credit is determined after the Expiration Date, promptly paying the credit to Tenant). If Tenant's annual share of Snow Reimbursements in any year increases by more than five percent (5%) over the previously year, Tenant shall have the right, upon not less than ten (10) business days notice, to audit Landlord's records regarding the Snow Reimbursements for the period reflected in the most recent statement provided (i) the audit occurs no more than

one (1) time for the year in question; (ii) the audit is done at Tenant's sole cost and expense; (iii) there is no Tenant Default under any provision of the Lease; and (iv) the audit is conducted by a certified public accountant paid on an hourly rate. Tenant shall deliver to Landlord a copy of the results of the audit within ten (10) days of its receipt by Tenant. Notwithstanding the foregoing, no subtenant shall have the right to conduct an audit and no assignor-tenant or assignee-tenant shall be entitled to conduct an audit for any period of time that it was not the tenant properly in possession of the Leased Premises. With respect to any such audit conducted by Tenant, Tenant and its auditor shall sign a confidentiality agreement promising to keep all information gained as a result of the audit strictly confidential and to not disclose the information to anyone or any entity. No such audit shall be conducted if any other tenant has conducted an audit for the same time period if Landlord agrees to deliver to Tenant a copy of the other tenant's audit results. Neither Tenant nor its auditor shall be entitled to audit or examine any records specifically pertaining to another tenant at the Shopping Center.

In addition to Fixed CAM, commencing on the Rent Commencement Date, Tenant shall pay to Landlord, on the first day of each month during the Lease Term, one-twelfth (1/12th) of Tenant's annual share (pursuant to Landlord's estimates, which may be adjusted from time to time) of costs and expenses incurred in connection with insuring the buildings and Common Areas of the Shopping Center, plus a fifteen percent (15%) administrative fee ("Landlord's Property Insurance Costs"). Tenant's annual share of Landlord's Property Insurance Costs shall be determined by multiplying the total amount of Landlord's Property Insurance Costs by Tenant's Fraction (defined in Article 3 of the Lease). If after the end of the fiscal year the total of the monthly payments made by Tenant for Landlord's Property Insurance Costs is more or less than the final cost of Landlord's Property Insurance Costs, then an adjustment shall be made with appropriate payments to or repayment by Landlord. If Tenant's annual share of Landlord's Property Insurance Costs in any year increases by more than five percent (5%) over the previously year, Tenant shall have the right, upon not less than ten (10) business days notice, to audit Landlord's records regarding the Landlord's Property Insurance Costs for the period reflected in the most recent statement provided (i) the audit occurs no more than one (1) time for the year in question; (ii) the audit is done at Tenant's sole cost and expense; (iii) there is no Tenant Default under any provision of the Lease; and (iv) the audit is conducted by a certified public accountant paid on an hourly rate. Tenant shall deliver to Landlord a copy of the results of the audit within ten (10) days of its receipt by Tenant. No such audit shall be conducted if any other tenant has conducted an audit for the same time period if Landlord agrees to deliver to Tenant a copy of the other tenant's audit results. Notwithstanding the foregoing, no subtenant shall have the right to conduct an audit and no assignor-tenant or assignee-tenant shall be entitled to conduct an audit for any period of time that it was not the tenant properly in possession of the Leased Premises. With respect to any such audit conducted by Tenant, Tenant and its auditor shall sign a confidentiality agreement promising to keep all information gained as a result of the audit strictly confidential and to not disclose the information to anyone or any entity. Neither Tenant nor its auditor shall be entitled to audit or examine any records specifically pertaining to another tenant at the Shopping Center.

5. **Gross Sales.** "Gross Sales" refers to the amount or value of all merchandise and/or services sold or rendered in or from the Leased Premises, without exception, including merchandise/services sold over the internet which either originated from the Leased Premises or were picked up/redeemed by customers at the Leased Premises. Within thirty (30) days after the end of each quarter, Tenant shall submit to Landlord a written statement setting forth in reasonable detail the Gross Sales for the reporting period. Tenant must maintain Gross Sales books and records for at least twenty four (24) months after the Lease Year to which they pertain.
6. **Condition and Use of Leased Premises.** Tenant accepts each of the Leased Premises, the Shopping Center, and Common Areas in their "as is" and "where-is" condition. Except as may be set expressly forth in this Lease, Landlord has made no representations concerning the Leased Premises, the zoning of the Shopping Center, the Common Areas, or the ability of Tenant to operate the Permitted Use. Landlord has no obligation to perform any alterations or improvements to the Shopping Center or the Leased Premises. If Tenant enters the Leased Premises before the Lease Commencement Date, all provisions of this Lease shall apply except (unless otherwise stated herein) the obligation to pay Rent. Tenant shall use the Leased Premises for the Permitted Use only, promptly open for business following the Lease Commencement Date and continuously keep the Leased Premises open for business during such days and hours as the Shopping Center is open for business. Tenant agrees that it will not: (i) conduct any auction, fire, bankruptcy, going out of business or similar sale at the Leased Premises or the Shopping Center; (ii) store or display any merchandise on the sidewalks, parking areas or other Common Areas; (iii) distribute any advertising, handbills or conduct any other form of business solicitation within the Common Areas, or (iv) conduct any activity within the Leased Premises or the Common Areas which would be considered a nuisance or cause any objectionable odors, sounds or vibrations. Tenant shall keep the Leased Premises free of rodents, vermin, insects and other pests and provide regular extermination services when necessary. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises. Tenant may only use, handle, sell or store in the Leased Premises and/or Shopping Center Permitted Hazardous Materials. "Hazardous Materials" are materials which are deemed under applicable Laws (as defined below), to be hazardous to health, safety, or the environment. "Permitted Hazardous Materials" are Hazardous Materials of the type and quantities that are safely and legally found in first class shopping centers. Tenant's use, sale, storage, and disposal of the Permitted Hazardous Materials must comply with all environmental and other Laws, as defined below.
7. **Utilities.** As of the Effective Date, gas and electric serving the Leased Premises are on their own separate meter. Prior to the Lease Commencement Date, Tenant shall arrange (in its name) and pay for all gas, water, sewer, telephone, and other utility services for the Leased Premises (the "Utilities"). Tenant shall pay for all Utilities consumed or used at the Leased Premises as and when due. The Leased Premises has a separate submeter to separately meter Tenant's water consumption, and Landlord shall have the right, but not the obligation to hire a third party to read such submeter and bill Tenant directly (and Tenant shall pay such third party, as and when billed) all charges for utility consumption based on the submeter. Landlord shall have the right to service the Shopping Center (and to require Tenant to obtain its services from the provider) with solar generated or other renewable forms of electricity at cost competitive rates. Notwithstanding the foregoing, if a utility service provided by Landlord is interrupted for a period of more than 48 hours as a result of a negligent act or omission,

or the willful misconduct of Landlord, or its agents, contractors, or employees, and not resulting from: (a) Landlord having exercised its rights to provide solar generated or other renewable forms of electricity as set forth above, (b) unavoidable delay (as set forth in Article 21(G) of this Lease), (c) an act of a third party utility provider, or (d) any other condition beyond Landlord's control, and: (i) such interruption prevents Tenant from operating its business at the Leased Premises, (ii) Tenant promptly gives written notice to Landlord of the condition, and (iii) Landlord has not restored such service within 48 hours following receipt of Tenant's notice to Landlord of such interruption (the "Cure Period"), then Tenant as its sole and exclusive remedy shall not be obligated to pay any Rent from the expiration of the Cure Period until the situation is sufficiently remedied so that Tenant could reopen for business.

Tenant agrees to cooperate with Landlord in connection with its obligations, if any, to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Leased Premises, and any similar regulations. In furtherance thereof, to the extent that Landlord is required by law to disclose any data relating to utility consumption, building performance standards (BPS), and/or any similar type of disclosure requirements for the Leased Premises or Shopping Center, Tenant agrees to provide such data to Landlord within thirty (30) days after Landlord's request. In addition, prior to the Rent Commencement Date (or as requested by Landlord from time to time), Tenant shall deliver to Landlord a utility bill authorization letter in a form required by the applicable utility companies that serve the Leased Premises, and is reasonably acceptable to Landlord, to allow Landlord to obtain such information directly from the respective utility companies. If Tenant fails to perform or observe any of the foregoing, then in addition to any other remedies available to Landlord, Landlord shall have the right (but not the obligation) to obtain such data on Tenant's behalf as its agent or attorney-in-fact.

8. Maintenance and Repairs. Tenant shall repair, maintain, replace and perform any required alterations or improvements to the following: (i) the Leased Premises, (ii) Tenant's signs, personal property, fixtures and equipment, (iii) the electrical, plumbing, sewerage, water, gas lines and equipment exclusively servicing the Leased Premises (whether inside or outside the Leased Premises, but only from the point they serve the Leased Premises exclusively), (iv) the heating, ventilating and air conditioning system ("HVAC") exclusively serving the Leased Premises (but only from the point they serve the Leased Premises exclusively), (v) the storefront of the Leased Premises, including the plate glass, windows, doors, hardware, trim or closure devices at the Leased Premises, and (vi) the fire and life-safety systems inside and/or exclusively servicing the Leased Premises, including, without limitation, any component thereof. The foregoing obligations of Tenant includes the responsibility to: (i) keep all of the foregoing in a good and safe condition and in compliance with all governmental laws, codes, ordinances and regulations, including, but not limited to, those related to the accessibility requirements (collectively, the "Laws"), (ii) provide Landlord with evidence of such compliance, within fifteen (15) days of Landlord's request, and (iii) promptly provide Landlord with any notice of violation of Laws upon Tenant's receipt. If the need arises due to Tenant's use of the Leased Premises and/or Tenant's Work (as defined in Article 10) to make or install any improvements or alterations to other portions of the Shopping Center (the "Required Repair"), Landlord may, at Tenant's cost, either require Tenant to make the Required Repair, or elect to make the Required Repair. Tenant shall cooperate with any efforts by Landlord to comply with Laws. Tenant shall maintain a service contract for seasonal maintenance of the HVAC with a licensed HVAC contractor, and, upon request, provide a copy of same to Landlord. All garbage, waste and refuse will be regularly removed by Tenant at Tenant's expense. Should Landlord have (or initiate) a uniform HVAC maintenance program or a trash removal program, Tenant agrees, at Tenant's expense, to participate in the program(s) and use Landlord's designated contractor, provided its price is competitive with other licensed contractors in the region. Tenant shall, at its cost, remove from the sidewalks and Common Areas any rubbish or debris due to its activities and any snow below one inch or ice on the sidewalks adjacent to the Leased Premises and Landlord shall otherwise be responsible for the removal of ice and snow in excess of one inch as set forth in Article 4 of this Lease. The roof, foundation, exterior of the perimeter demising walls and load bearing structural columns are not a part of the Leased Premises and will be maintained by Landlord unless the need for repairs arises out of an act or omission of Tenant, or its subtenants, licensees, employees, contractors, agents and/or anyone else claiming by, through, or under Tenant (the "Tenant Parties") (such as roof penetrations performed by or on behalf of Tenant or any of the Tenant Parties), in which case Landlord may either require Tenant to make the repairs, or elect to make the repairs at Tenant's cost. Landlord reserves the right to place signs or equipment (including utility equipment) and to perform additional construction within such areas. On the Expiration Date, Tenant shall remove its property and fixtures and surrender the Leased Premises in good condition and repair excluding reasonable wear, tear, and damage from casualties which Tenant is not required under this Lease to restore. Any personal property not removed shall be deemed abandoned by Tenant and shall become the property of Landlord. Landlord and its agents may enter the Leased Premises upon not less than twenty-four (24) hours' notice during normal business hours (and in the case of any emergency or any violation of Laws at the Leased Premises, at any time and without notice) to: (a) make any repairs, alterations, or improvements, including the installation, maintenance, repair, upgrading or removal of pipes, wires and other conduits serving other tenant spaces or other parts of the Shopping Center, (b) permit persons to inspect the Leased Premises, and (c) perform other actions or rights by Landlord under this Lease. If Tenant fails to repair, maintain, replace and perform any required alterations or improvements required by Tenant pursuant to this Article 8 after thirty (30) days written notice from Landlord to Tenant of the necessity for same (except in the case of an emergency or a violation of Laws, in which case Landlord may provide 24 hours' notice or no notice, as reasonably determined by Landlord under such circumstances), then Landlord may enter into the Leased Premises and make the repairs on Tenant's behalf and upon delivery to Tenant of a written statement of the costs incurred by Landlord, Tenant shall reimburse Landlord for such costs within thirty (30) days. In exercising Landlord's rights pursuant to this Article, Landlord shall use reasonable efforts to not materially and adversely interfere with the operations of Tenant's business. Subject to unavoidable delays as set forth in Article 21(G) of this Lease, if Landlord fails to make any repairs to the Leased Premises as required by Landlord pursuant to this Lease, after thirty (30) days written notice from Tenant to Landlord of the necessity for same (except in the case of an emergency, in which case as soon as reasonably practical after Landlord receives written notice from Tenant), and the failure has a material detrimental impact on Tenant's ability to conduct its business, then Tenant, as its sole and exclusive remedy, may make the repairs on Landlord's behalf and upon

delivery to Landlord of a paid bill by Tenant for any repairs permitted to be made by it pursuant to this Article, Landlord shall reimburse Tenant for the reasonable expenses incurred by Tenant for the repair. However, if Landlord commences to make such repairs within the thirty (30) day period or if Landlord's failure to make such repairs is addressed by the provisions of Article 21(G) of this Lease, Tenant shall not have the right to make such repairs on Landlord's behalf. Nothing contained herein shall be construed to allow Tenant to take an offset against the Rent and other charges due under this Lease; and nothing contained herein shall be binding upon any mortgagee in possession or purchaser of such mortgagee's rights. In no event shall Landlord be liable for loss of business or consequential damages.

9. **Signs.** Promptly after the Lease Commencement Date, Tenant shall, at its sole cost and expense, install on the exterior windows of the Leased Premises temporary window signage announcing the forthcoming opening of Tenant's business. Prior to opening for business, Tenant must remove the temporary window signage and install an exterior sign on the façade of the Leased Premises. All of Tenant's exterior signage must: (i) conform to applicable Laws and the Shopping Center signage criteria which, if any, is attached to this Lease as Exhibit "C", (the "Sign Criteria") and (ii) be approved by Landlord in writing prior to being installed, such approval not to be unreasonably withheld, conditioned or delayed. On or before the Expiration Date Tenant must remove its exterior sign and repair/repaint the areas of the façade where the sign was located. Landlord reserves the right to periodically update or modify the Sign Criteria and require Tenant to install, at Landlord's sole cost, new signage conforming to the revised Sign Criteria that must be approved by Landlord prior to installation. If Landlord has a designated sign vendor for the Shopping Center, then Tenant is required to use Landlord's designated sign vendor for the design, manufacture and installation of all exterior signage (provided the vendor rates for services are competitive) and Landlord shall have no obligation to review or approve any sign drawings which have not been prepared by Landlord's designated sign vendor. Landlord has approved the sign drawings attached hereto as Exhibit "C-1", if any, provided the drawings are approved and signed by Landlord. The drawings remain subject to governmental approval. Landlord shall have the right to remove any signage that has been installed by Tenant at the Leased Premises in violation of the requirements of this Article upon twenty-four (24) hours prior notice to Tenant.
10. **Construction.** Any alterations, remodeling or other improvements Tenant desires to make to the Leased Premises ("Tenant's Work"), shall be performed by Tenant: (i) at its sole cost and expense, (ii) in compliance with all Laws, and (iii) except as provided below, in accordance with Approved Plans (as defined below). Within sixty (60) days of the Effective Date and before starting any other Tenant's Work or filing for building or other permits, Tenant must submit to Landlord, for its review and approval, plans, and specifications for Tenant's Work (the "Plans"). Landlord shall inform Tenant of any objections to the Plans within twenty (20) days after receipt. If Landlord provides objections to the Plans, Tenant shall, within fifteen (15) days of receiving Landlord's objections, deliver to Landlord revised Plans, which Landlord shall accept or reject within the next fifteen (15) days. The term "Approved Plans" refers to the final Plans which have been approved by Landlord. Landlord's review and approval of Tenant's Plans is not an affirmation by Landlord that the Plans (or Tenant's Work) comply with applicable Laws, nor does the approval impose any liability on Landlord. Before starting Tenant's Work, Tenant must provide to Landlord: (a) the Contractor Indemnity Agreement (attached as Exhibit "B-1") signed by Tenant's contractor, (b) certificates or other evidence that Tenant and its contractor have the insurance required by this Lease, and (c) permits or other evidence that Tenant has obtained all governmental approvals required for the construction of Tenant's Work. Once Landlord receives and approves the foregoing, Tenant shall promptly commence and complete Tenant's Work in accordance with the Approved Plans. Tenant shall pay, when due, all charges for labor and materials associated with Tenant's Work. Before opening for business, Tenant must obtain and deliver to Landlord all governmental permits (including any certificate of occupancy) required for Tenant to use and occupy the Leased Premises (the "Occupancy Permits"). Within sixty (60) days following Tenant opening for business, Tenant shall obtain and deliver to Landlord (i) paid invoices detailing all of Tenant's Work, or (ii) Tenant's general contractor's detailed schedule of values, along with final unconditional lien waivers from all contractors, subcontractors and materialmen who performed any of Tenant's Work (the "Invoices and Lien Waivers"). Tenant is required to perform Tenant's Work in a manner that minimizes the disruption of ongoing business and other activities in the Shopping Center and, unless otherwise agreed to in writing by Landlord, limit its construction and staging areas to the interior of the Leased Premises. Each day, Tenant must promptly remove any debris or materials in the Common Areas caused by Tenant's Work. Persons performing any portion of Tenant's Work are only allowed to park their vehicles in areas designated by Landlord. If Landlord or its representative inspects the Leased Premises and determines that Tenant's Work is not being done in accordance with the Approved Plans, Tenant shall immediately correct the deficiencies or omissions. Notwithstanding the foregoing, following Tenant's initial build-out, Tenant may make interior non-structural alterations (not to exceed Fifty Thousand Dollars (\$50,000) during any Lease Year) to the Leased Premises which do not (i) affect any mechanical, structural or utility systems located in, or serving, the Leased Premises, or (ii) require a building permit without obtaining Landlord's consent. Tenant shall deliver to Landlord "as-built" plans or drawings of such alterations promptly after the alterations have been completed. During the course of all alterations, additions and/or improvements to the Leased Premises, Tenant shall post and keep posted (until completion of the same), in a conspicuous place upon the Leased Premises, and shall personally serve upon all contractors and subcontractors performing any of the alterations, additions and/or improvements, a notice consistent with Colorado Revised Statute Section 38-22-105, stating that Landlord's interest in the Leased Premises shall not be subject to any lien for said work.
11. **Indemnification.** Tenant shall defend, indemnify and hold Landlord (along with the Landlord Insured Parties [as defined below] and any fee owner of the Shopping Center) harmless from all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages (i) claimed to have been caused by or resulted from any act, omission or negligence of Tenant or Tenant Parties no matter where occurring, (ii) occurring in the Leased Premises, (iii) for compensation or brokerage fees claimed by any broker or other party in connection with the making of this Lease (except for any broker with whom Landlord has agreed to compensate per separate agreement), (iv) arising out of any liens placed against the Leased Premises or the Shopping Center resulting from

Tenant's Work or any act or omission of Tenant or the Tenant Parties (a "Tenant Lien"), (v) arising out of the use, storage or disposal by any of the Tenant Parties of Hazardous Materials (including, any Permitted Hazardous Materials) and (vi) arising out of any breach or default by Tenant. Landlord shall not be liable for any injury or any loss or damage to or interference with any merchandise, equipment, fixtures, or other personal property or the business operations of Tenant or anyone in the Leased Premises occasioned by: (a) the act or omission of persons occupying other premises in the Shopping Center; (b) any defect (latent or otherwise) in any building or the equipment, machinery, or utilities; (c) any breakage or leakage of the roof, walls, floor, pipes, sewerage and/or other equipment; (d) any backing up, seepage or overflow of water or sewage; and/or (e) flood, rain, snowfall or other elements or Acts of God, except to the extent caused by Landlord's negligence or willful misconduct with regard to (b),(c) or (d). Subject to the provisions of Articles 12 and 21(F), Landlord shall indemnify Tenant against any liability, or damage to third parties resulting from personal injury or property damage that occurs in the Common Areas provided such injury or damage does not arise out of any act, omission or negligence of Tenant or anyone claiming under Tenant or its subtenants, concessionaires, employees, contractors or invitees.

12. **Insurance; Waiver of Subrogation.** Tenant shall maintain: (i) property insurance for all Tenant's personal property and improvements (including, without limitation, any Tenant's Work), (ii) Commercial General Liability insurance (including bodily injury and property damage) insuring Tenant and Landlord with minimum coverage of Two Million Dollars (\$2,000,000) combined single limit, (which may be satisfied with a combination of underlying general liability and umbrella policies), and a liquor liability insurance policy with a limit of liability of not less than Two Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, (iii) umbrella liability insurance covering Comprehensive General Liability and liquor liability with not less than Five Million (\$5,000,000) Dollars in coverage, and (iv) business interruption insurance. During any period Tenant is constructing any Tenant's Work, Tenant (or its contractor) must maintain the following insurance: (a) Commercial General Liability insurance including Blanket Contractual Liability with a minimum level of coverage in the amount of Three Million Dollars (\$3,000,000) Combined Single Limit for bodily injury and property damage, (b) Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the state where the Leased Premises is located, and (c) Employer's Liability with a limit of not less than One Million Dollars (\$1,000,000) for all damage. Tenant's (and its contractor's) insurance must: (1) be primary and not secondary coverages, (2) be issued by an insurance company having an "AM Best Rating" of A-VIII or better, (3) name Landlord, its lender (if any) or any other party designated by Landlord as additional insureds (collectively, the "Landlord Insured Parties"), (4) contain a waiver of any right of recovery by way of subrogation against any Landlord Insured Parties in the event of any loss, (5) provide for a thirty (30) day written notice to the Landlord Insured Parties prior to cancellation or material change of coverage, and (6) be for a term of not less than one (1) year. Prior to the Lease Commencement Date, and thereafter when each policy is renewed or replaced, Tenant must provide Landlord with certificates or copies of the declaration page evidencing the insurance coverages required by this Lease. At the time Landlord tenders the Leased Premises to Tenant, if Tenant has failed to provide proof of insurance as required by the Lease, all time periods running from tender and/or Lease Commencement Date shall run, but Landlord may withhold physical possession of the Leased Premises from Tenant until proof of insurance is received by Landlord. Landlord and Tenant hereby release the other for property damage to the extent of the insurance it is required to carry under this Lease. Landlord and Tenant hereby release the other and all other persons claiming by, through or under it by way of subrogation from any and all liability for loss or damage to property to the extent covered by insurance policies which are required by this Lease and/or maintained by the party suffering the loss, even if such loss or damage is caused by the fault or negligence of the other or of any persons claiming by, through or under the other. Tenant and Landlord will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation.
13. **Destruction of Leased Premises; Eminent Domain.** If due to a fire, casualty, or eminent domain either: (i) the Leased Premises, or (ii) a substantial portion of the Shopping Center is materially damaged and/or rendered untenable then Landlord shall have the option, within ninety (90) days after the date of casualty or notice of the eminent domain, on written notice to Tenant, to terminate the Lease, in which case the Lease shall end on the date specified in Landlord's notice. If the Lease is not terminated by Landlord, then Tenant shall, immediately on notice from Landlord, remove its fixtures, other property and debris as required by Landlord, and then Landlord shall rebuild the Leased Premises to the condition existing when the Leased Premises was originally delivered to Tenant; and on completion thereof, Tenant shall restore Tenant's property and promptly reopen for business. There will be a fair and equitable abatement of Rent during the period Tenant is unable to use the Leased Premises subject to any recovery Tenant is able to obtain from its own insurance carriers. If after the restoration of the Leased Premises, the Floor Area is more or less than the Floor Area stated in this Lease, future Rent will be equitably adjusted to reflect the new size of the Leased Premises. If the Lease is terminated as a result of eminent domain, Tenant: a) shall not be entitled to any part of Landlord's award or damages, but (b) may assert its own claim for damages from the condemning authority as long as it does not reduce Landlord's award or damages. In the event the structure of the Leased Premises is substantially damaged as a result of fire or other casualty, to the extent that Tenant cannot reasonably operate its business, and the casualty did not arise out of any act or omission of Tenant, and Tenant desires to know Landlord's estimate of the time it will take to complete the repairs, Tenant shall, within sixty (60) days after the date of casualty, give Landlord written notice specifically citing this Article and requesting that Landlord give an estimate of the time it will take to complete the repairs. Landlord shall respond to Tenant within thirty (30) days after its receipt of Tenant's notice. In the event Landlord reasonably estimates that it will take more than two hundred seventy (270) days (from the date of the casualty) to complete the repairs, then Tenant shall have the right to terminate this Lease by giving ten (10) days written notice to Landlord within ten (10) days after receiving Landlord's response. If Landlord has not substantially restored the Leased Premises to the extent it is required to do so under the Lease within two hundred seventy (270) days after the date of casualty, Tenant shall have the right to terminate the Lease by giving thirty (30) days prior written notice to Landlord within thirty (30) days after the two hundred seventy (270) day period. However, if Landlord substantially completes its work and delivers the Leased Premises to Tenant within this thirty (30) day period, Tenant's termination notice shall be deemed a nullity and the Lease shall continue in full force and effect.

14. **Default; Attorney's Fees; Mitigation.** (A) A "Tenant Default" shall be deemed to have occurred when Tenant fails to: (i) make any Rent payment (or other payment required by this Lease) within five (5) days after the date the payment was originally due, however, Landlord will give to Tenant written notice and a ten (10) day opportunity to cure its failure to pay Rent upon the first two occasions in each Lease Year that Tenant does not pay its Rent timely, but Landlord will not be required to give this notice more than two (2) times in any Lease Year (ii) remove, bond or discharge any Tenant Lien within twenty (20) days after written notice of such Tenant Lien (failing which, in addition to all other rights and remedies hereunder, Landlord may bond or otherwise remove the Tenant Lien and collect all expenses incurred from Tenant as Additional Rent), (iii) Tenant fails to timely execute and deliver any instruments or certificates required under Articles 12, 15 or 18, it being understood and agreed that no additional notice or grace period shall be required for such failure to constitute a Tenant Default, or (iv) perform or observe any other obligation of Tenant under this Lease within thirty (30) days after receipt of written notice from Landlord. Upon the happening of a Tenant Default, Landlord shall have all rights and remedies available at law or equity, including but not limited to: (a) the right (without the need to provide any prior notice to Tenant) to perform or cure, at Tenant's cost and expense, Tenant's obligation (and if necessary enter upon the Leased Premises) (the costs incurred by Landlord are Additional Rent payable by Tenant upon Landlord's demand), (b) terminate this Lease and Tenant's right to possession of the Leased Premises by any lawful means, in which case Tenant must immediately surrender possession of the Leased Premises to Landlord, (c) not terminate Tenant's right to possession but continue this Lease in full force and effect; however, Landlord may enforce all rights and remedies under this Lease, including the right to recover Rent and all other charges due hereunder as Rent and such other charges as shall become due, or (d) reenter the Leased Premises and on behalf of Tenant relet all or a part of the Leased Premises at such rental or rentals and upon such other terms and conditions (which may be for a term extending beyond the Lease Term) as Landlord in its sole discretion may deem advisable (it being expressly understood that unless required by Laws, Landlord is under no obligation to relet the Leased Premises). Should Landlord reenter the Leased Premises, Landlord shall not be deemed to have terminated this Lease or have accepted surrender thereof by any such reentry, or reletting on Tenant's behalf, unless Landlord notifies Tenant in writing that it has so elected to terminate this Lease and Tenant's right to possession. Landlord shall also be entitled to recover from Tenant: (1) all accrued and unpaid Rent, (2) the Rent (the "Remaining Rent") which would have been payable to Landlord had the Lease not been terminated due to the Tenant Default at the then present value using an assumed interest rate of four percent (4%) per annum, and less any sums actually obtained by Landlord through its mitigation efforts, and (3) all damages, costs and expense incurred by Landlord as a result of the Tenant Default. The Remaining Rent may be recovered monthly, or Landlord may (subject to the foregoing offset of sums actually received by Landlord for its mitigation efforts) elect (if allowed by Laws) to accelerate the Remaining Rent (for loss of a bargain and not as a penalty). In any litigation concerning this Lease, the non-prevailing party must pay the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party. Tenant may interpose any mandatory or compulsory counterclaims that, by operation of law, would be lost if not brought in Landlord's action. If required by Laws, Landlord will make reasonable efforts to mitigate its damages, but Landlord is not obligated to lease the Leased Premises at below market rent or to a tenant Landlord, in its sole judgment, deems undesirable, nor is Landlord required to relet the Leased Premises before other stores Landlord may have available for lease. The costs of any reletting are part of the damages Landlord may recover upon a Tenant Default. **TO THE EXTENT ALLOWED BY LAWS, LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION.**

(B) Bankruptcy of the Guarantor shall be deemed a Tenant Default for which Landlord shall be entitled to terminate the Lease. Landlord may, but shall not be required, to permit Tenant to provide a substitute guarantor which is acceptable to Landlord, in Landlord's sole discretion, or such other security as is acceptable to Landlord within thirty (30) days of the filing of the Guarantor's bankruptcy.

- (C) **Landlord Default.** Subject to unavoidable delays as set forth in Article 21(G) of this Lease, if Landlord fails to perform any of Landlord's obligations under this Lease, and such failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and fails to diligently pursue such efforts to complete such cure), then, as Tenant's sole and exclusive remedy, Tenant may seek through judicial action any remedy available at law or in equity. In no event shall Landlord be liable for loss of business or consequential damages.15. **Subordination; Quiet Enjoyment.** This Lease is subject and subordinate to all matters of record which now or hereafter encumber the Shopping Center and/or Landlord's interests in the Shopping Center (the "Encumbrances"). This clause shall be self-operative, and no further instrument of subordination shall be required, but if requested by Landlord, Tenant will execute instruments acknowledging the subordination. If Landlord transfers (by sale or foreclosure [or deed in lieu], or by virtue of termination of any underlying lease) its interest in this Lease or the Shopping Center, Tenant shall, if requested, attorn to such transferee and execute instruments acknowledging the attornment. Subject to the Encumbrances and the terms of this Lease, Landlord covenants that, absent a Tenant Default, Tenant's peaceful and quiet enjoyment of the Leased Premises shall not be disturbed by Landlord or anyone properly claiming through Landlord.

16. **Assignment and Subletting.** (A) Tenant shall not, directly or indirectly, without the prior consent of Landlord, which may be withheld in Landlord's reasonable discretion: (i) assign this Lease, (ii) sublet all or a part of the Leased Premises, (iii) pledge, mortgage or hypothecate this Lease or any interest herein, or (iv) if Tenant is a business entity permit the sale or transfer of any ownership interest in Tenant which results in a change of control or management of Tenant ("Transfer"). Notwithstanding the foregoing, if Tenant requests Landlord's consent to an assignment of the Lease to a new occupant who would use the Leased Premises for the Permitted Use, and no Tenant Defaults exists, Landlord shall not unreasonably withhold its consent to such an assignment. Before engaging in any Transfer, Tenant must provide Landlord with thirty (30) days prior written notice of the proposed Transfer together with all of the documents and information related to the Transfer, including the experience and financial capabilities (including financial statements) of the parties to the Transfer (the "Proposed Transferee") in a form and content reasonably acceptable to Landlord. Landlord may request additional information and will

charge Tenant a fee to compensate Landlord for the costs in reviewing the Transfer request, in the amount of Two Thousand Five Hundred Dollars (\$2,500) per request. In any assignment, the assignee must assume this Lease in writing on Landlord's form. Unless Landlord provides written notice that it approves the Transfer request, within thirty (30) days after its receipt of all the information required by this Article, Landlord will be deemed to have denied its consent to the Transfer. Consent by Landlord to one or more Transfers shall not: (i) operate as a waiver of Landlord's rights as to any subsequent Transfers, or (ii) release the tenant engaged in the Transfer (or its Guarantor) from any obligations, liabilities, or covenants under this Lease (or the Guarantor's guaranty).

(B) Notwithstanding the foregoing, provided that no Tenant Default has occurred and is then continuing beyond the expiration of any applicable cure period, provided the conditions stated below are satisfied, Landlord shall not withhold its consent if Tenant requests Landlord's consent to an assignment of the Lease or a sublet of any portion thereof to a new occupant which is (a) an entity with which Tenant is merging or consolidating and the surviving entity has a greater net worth than Tenant had prior to the merger; or (b) an entity which is a parent or wholly owned subsidiary of Tenant or an entity which is wholly owned by Tenant's parent and the transferee owns and operates at least 10 similar restaurants. In order for any assignment to be valid, (i) the assignee must assume the Lease in a written agreement signed by the assignee; (ii) a copy of the fully executed assignment or sublease documents must be delivered to Landlord within ten days of the transfer, and (iii) Tenant must not be in default. Notwithstanding anything to the contrary contained herein, nothing herein shall be deemed to prohibit (1) a public offering pursuant to the Securities Exchange Act of 1934, as amended; or (2) transfer of Tenant's stock among immediate family members of Michael Farrell, Aimee Farell and John Wright (hereinafter "Tenant Members") by (a) *inter vivos* or testamentary transfer, or (b) to any trust controlled by or held for the benefit of the Tenant Members, or (c) in the event of a death of a Tenant Member or a transfer of stock or membership interest between the Tenant Members. Each of (a), (b), (1) and (2) in this Article 16(B) is individually referred to herein as a "Permitted Transfer" to a "Permitted Transferee"). In the event of a Permitted Transfer, Hamco, Inc. will continue to guaranty the payment of Rent under this Lease, unless the Permitted Transferee is able to provide a replacement guarantor reasonably satisfactory to Landlord with a minimum net worth that is greater than or equal to the net worth of Hamco, Inc. as of the Effective Date (a "Replacement Guarantor"). In the event a Permitted Transferee is able to provide a Replacement Guarantor, and so long as there is no Tenant Default, then Hamco, Inc. shall be released of all obligations and liabilities under this Lease as of the date of the Permitted Transfer.

(C) Anything contained in this Lease to the contrary notwithstanding, Tenant shall not be permitted to enter into a Transfer if the amounts received by Landlord pursuant to this Lease would fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Landlord to fail to qualify as income described in Section 856(c) (2) of the Code. Notwithstanding any Transfer, unless specifically approved by Landlord, the Leased Premises shall continue to be used only for the Permitted Use. It will not be considered unreasonable if Landlord, as a condition to its consent to a Transfer, requires the Proposed Transferee to provide to Landlord adequate assurance (in Landlord's reasonable opinion) of the financial ability of the Proposed Transferee to perform the obligations of Tenant under the Lease, which may include, but are not limited to, Landlord requiring a guaranty by an individual or entity acceptable to Landlord or by Proposed Transferee depositing with Landlord additional sums that will be added to the Security Deposit at the time of the Transfer.

- 17. **Intentionally Deleted.**
- 18. **Estoppel Certificates.** Upon ten (10) business days written notice, Tenant and Landlord shall deliver to the requesting party a signed and acknowledged written statement addressed to Landlord or Tenant, as applicable (or such other parties as the requesting party may designate), on the requesting party's form (or such other commercially reasonable form), certifying: (i) the date of this Lease, (ii) that this Lease is in full force and effect and unmodified (except as stated), (iii) the monthly Base Rent and Additional Rent payable during the Lease Term and the date to which the Rent has been paid, (iv) whether the requesting party is in default, or if there are any offsets, defenses, or counterclaims against the requesting party, and (v) any additional reasonably requested information.
- 19. **OFAC/FCPA.** Tenant and Landlord represent and warrant to each other that neither the representing party, nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of such representing party, any agent or affiliate or representative of such party: (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person" (collectively, "Sanctions")), (ii) is engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable Tenant Default, entitling Landlord, in addition to all other remedies at law or in equity, to immediately terminate this Lease on written notice to Tenant.

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

20. **Shopping Center Redevelopment.** (A) Tenant acknowledges that Landlord may, but is under no obligation to, redevelop the Shopping Center at some time in the future (a "Redevelopment"). Notwithstanding anything in the Lease to the contrary, in Landlord's sole discretion, a Redevelopment of the Shopping Center may include non-retail uses such as hotel, residential, medical and/or office (but shall not include industrial uses). Tenant acknowledges that the process involved in such a Redevelopment may disrupt the normal business activities of the Shopping Center. Tenant agrees to accept the Leased Premises subject to any disturbance or impact any such Redevelopment may have upon the Leased Premises and Tenant's operations; provided that during Redevelopment, Landlord shall act reasonably in its efforts to not materially and adversely interfere with the operations of Tenant's business or materially and adversely interfere with access to and from the Leased Premises. Landlord may relocate, increase, reduce or otherwise change the number, dimensions, or locations of buildings, the Common Areas, and/or the location of the Leased Premises without any calendar year construction blackout periods, construction limitations or building restrictions, including any expressly stated in the Lease. Accordingly, the configuration of the Shopping Center shown on the current site plan may be modified due to changes as part of a Redevelopment. Landlord agrees that after completion of the Redevelopment the total number of parking spaces in the Shopping Center shall be in compliance with all applicable governmental authorities' codes and restrictions as same may be modified or amended either by statute, variance or otherwise.

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

21. **Miscellaneous Provisions.**

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

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

C. Tenant represents that: (i) other than the Broker, it has not dealt with any broker or other person entitled to compensation in connection with this Lease, and (ii) the person signing this Lease as, or on behalf of, Tenant is duly authorized to execute this Lease on behalf of Tenant. In addition, Tenant hereby represents to Landlord that, as of the Effective Date and throughout the Lease Term (as the same be extended), it is not (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), that is subject to Section 4975 of the Code, or (iii) an entity deemed to hold "plan assets" of any such employee benefit plan or plan. In addition, Tenant represents, warrants and covenants to Landlord that it is not a "governmental plan" as defined in Section 3(32) of ERISA and is not subject to State statutes regulating investments of and fiduciary obligations with respect to government plans which would be violated by the transactions contemplated by this Lease.

D. Any Rent not paid when due shall bear interest at twelve percent (12%) per annum from the date such amount was originally due until paid. In addition, Tenant shall pay Landlord a Fifty Dollar (\$50) late charge for each such late payment. No payment by Tenant or acceptance by Landlord of a lesser amount of Rent due from Tenant shall be deemed payment on account, and Tenant's payment of a lesser amount with a statement that the lesser amount is payment in full shall not be deemed an accord and satisfaction. Landlord's waiver of events that would be a Tenant Default, or the acceptance by Landlord of a partial, late, or less than full payment or performance by Tenant of its obligations under this Lease is not a waiver by Landlord of any of the provisions of this Lease. Any waiver by Landlord: (i) must be in writing; (ii) is limited to the scope and duration specified in the waiver; and (iii) is only valid if signed by Landlord. If any person other than Tenant shall pay Rent, the acceptance by Landlord of a payment from any person other than Tenant is not a waiver by Landlord of any provision of this Lease nor creates any relationship between the payor and Landlord. Landlord shall have the sole right to designate the manner in which Rent payments received from Tenant are applied to Tenant's Rent account. This Lease shall be construed in accordance with and governed by the laws of the jurisdiction where the Shopping Center is located, without giving effect to any conflict of laws provision thereof. If a court determines any provision of this Lease (other than Tenant's obligation to pay Rent) is invalid, the remainder of this Lease shall not be affected.

E. Any occupancy of the Leased Premises by Tenant (or anyone claiming by, through, or under Tenant) after the Expiration Date shall be as a tenant at sufferance on the same terms and provisions of this Lease, but during such period the Base Rent will be 150% of the Base Rent due on the day before the Expiration Date.

F. The liability of Landlord under this Lease is limited solely to its interest in and the revenue from the Shopping Center. No other assets of Landlord are subject to any claim of Tenant. This Lease is binding upon the permitted

heirs, assigns and successors in interest to the parties. "Tenant" includes the persons named expressly as Tenant and its permitted transferees, successors, and assigns. "Landlord" means only the then-owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease and the assumption of this Lease by the transferee, the transferor shall be automatically released from all liability and obligations as Landlord subsequent to the transfer. In no event under any provision of this Lease shall Landlord or Tenant be liable for loss of business, punitive or consequential damages.

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

H. If Landlord is unable to deliver the Leased Premises by the end of one (1) year after the Effective Date, then either party may terminate this Lease by giving thirty (30) days written notice to the other at any time thereafter and prior to tender.

I. Notices must be in writing and sent by certified mail return receipt requested, or by a nationally recognized overnight courier service to Tenant or Landlord at the addresses set forth above. Notices shall be effective on the earlier of: (i) the date received, or (ii) the date delivery refused. Notices given by Landlord may be given by Landlord, its agent or attorney in any manner permitted by applicable law. Either party may change its address for notice purposes on written notice to the other party provided the new address is located in the United States, and further provided that Tenant's notice address cannot be a post office box.

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

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

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

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

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

23. **Tenant Improvement Allowance.**

A. In consideration of Tenant's initial construction of Tenant's Work in accordance with the Approved Plans, Landlord agrees to provide Tenant with a one-time allowance equal to the lesser of (i) the actual cost of Tenant's Work, or (ii) the sum of Two Hundred Thousand Nine Hundred Twenty Five Dollars (\$200,925.00) (the "Tenant Improvement Allowance"). The Tenant Improvement Allowance may only be used to reimburse Tenant for the actual costs incurred by Tenant in constructing Tenant's Work (which costs may include reasonable costs incurred for architect's, engineering, or permitting fees associated with Tenant's Work, but specifically excludes costs incurred for Tenant's personal property, furniture, trade fixtures, equipment, inventory, and signs). If the cost of Tenant's Work exceeds the Tenant Improvement Allowance, such excess amount shall be borne solely by Tenant. Landlord will have no obligation to provide Tenant the Tenant Improvement Allowance during a Tenant Default. Landlord shall pay the Tenant Improvement Allowance, provided that there is no Tenant Default, within

approximately thirty (30) days after Tenant has satisfied the following conditions (the “Disbursement Conditions”):

- (i) Completed Tenant’s Work in accordance with the Approved Plans and installed Tenant’s signage, approved by Landlord, on the exterior façade of the Leased Premises;
- (ii) Opened the Leased Premises for business to the public for the Permitted Use; and
- (iii) Supplied to Landlord a written request accompanied with all of the following: (a) the Occupancy Permit (see Article 10 of the Lease); (b) the Invoices and Lien Waivers (see Article 10 of the Lease); (c) final as-built plans for Tenant’s Work; (d) a signed W-9 for the Tenant; and (e) the utility bill authorization form(s) required under Article 7 of this Lease.

If the Disbursement Conditions are not satisfied within three hundred sixty five (365) days after the Rent Commencement Date, Tenant will forfeit any right to the Tenant Improvement Allowance. In addition, Landlord will not be obligated disburse the Tenant Improvement Allowance while there is a Tenant Default.

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

C. Upon a Tenant Default, Tenant will no longer have any right to the Tenant Improvement Allowance until the Tenant Default is cured, provided Tenant has commenced such cure prior to the expiration of the two hundred seventy (270) day period set forth in Article 23(A) above and such cure is completed on or before the expiration of the applicable cure period. In addition, if prior to the disbursement of all the Tenant Improvement Allowance, there is a breach by Tenant of its obligations under this Lease, Landlord may deduct from the Tenant Improvement Allowance the amounts needed to cure the breach or to reimburse the Landlord for any costs or expenses Landlord may incur because of the Tenant Default with any remaining balance paid to Tenant if Tenant does not default under any of its obligations under the Lease for the three (3) month period after Landlord’s application of any portion of the Tenant Improvement allowance. Should Tenant (or its Guarantor), at the time prior to the disbursement of the Tenant Improvement Allowance be subject to any voluntary or involuntary action brought under Title 11 of the U.S. Code or similar Laws (collectively the “Bankruptcy Action”) Landlord is not obligated to disburse the Tenant Improvement Allowance until such time as (i) the Bankruptcy Action has been dismissed or discharged, or (ii) Tenant (or a Transferee approved by Landlord) has (1) assumed this Lease pursuant to a “final order” order of the court handling the Bankruptcy Action and (2) provided Landlord sufficient “adequate assurance of future performance” (as defined under the Bankruptcy Code) of its ability to satisfy all of Tenant’s obligations under this Lease.

24. **Tenant’s Termination Right for Failure to Obtain Permits.** Tenant shall apply for its building permits (the “Permits”) for Tenant’s Work with the applicable governmental authorities within five (5) days of Landlord’s approval of Tenant’s Approved Plans (as defined in Article 10) (the “Permit Filing Date”). Tenant shall exercise its best efforts to obtain and receive all necessary Permits and shall notify Landlord immediately when its Permits are available. If, notwithstanding these efforts, the Permits are not issued on or before the 180th day after the Permit Filing Date, then Tenant shall have the right to terminate this Lease by: 1) giving to Landlord written notice that the Permits have not been issued on or before the 181st day after the Permit Filing Date; 2) including with the notice all documentary evidence of its efforts to obtain and receive the Permits on or before the required date; and, 3) declaring unequivocally in the notice that it is terminating the Lease pursuant to this Article. If Tenant satisfies all of the conditions stated above, the Lease shall terminate on the tenth (10th) day after Landlord receives the notice required above, Landlord shall return to Tenant any monies deposited hereunder, and neither party shall have any further rights or obligations hereunder. After the 181st day following the Permit Filing Date, Tenant shall have no further right to terminate this Lease on account of its inability to obtain the Permits and this Lease shall continue in full force and effect. Furthermore, in the event the Permits are not issued within this time frame, Landlord shall have the right to terminate the Lease at any time thereafter prior to Tenant obtaining the Permits. Notwithstanding anything contained herein to the contrary, in the event Tenant terminates the Lease pursuant to this Article, Landlord shall have the right, but not the obligation, to nullify Tenant’s termination notice by giving Tenant written notice, within ten (10) days after Landlord receives Tenant’s termination notice, that Landlord will endeavor to obtain the Permits on behalf of Tenant at Landlord’s own cost and expense for a period of up to ninety (90) days. Landlord shall also have the right to terminate this Lease on five (5) days written notice to Tenant at any time thereafter, but prior to obtaining the Permits; and in the event Landlord has not obtained the Permits within such ninety (90) day period, then Tenant shall have the right to terminate this Lease on five (5) days written notice to Landlord at any time thereafter but prior to Landlord obtaining the Permits. **TIME IS OF THE ESSENCE WITH RESPECT TO THIS ARTICLE.** Notwithstanding anything contained in the Lease to the contrary, Landlord shall not be required to tender the Leased Premises to Tenant, nor shall Tenant be permitted to enter the Leased Premises or commence its work (unless specifically agreed to in writing by Landlord), unless and until Tenant has irrevocably waived its right to terminate the Lease pursuant to this Article. However, Tenant shall be deemed to have waived all rights to terminate the Lease pursuant to this Article once Tenant takes possession of the Leased Premises or commences any of its work at the Leased Premises.

25. **Possession.** Tenant acknowledges that the Leased Premises is presently occupied by another tenant (the “Existing Tenant”) under a different lease. Landlord is in the process of recapturing the Leased Premises from the Existing Tenant. In the event Landlord is delayed in obtaining possession of the Leased Premises from the Existing Tenant,

then Landlord will be delayed in delivering possession of the Leased Premises to Tenant. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not tender possession of the Leased Premises to Tenant until Landlord has obtained possession of the Leased Premises from the Existing Tenant. If Landlord fails to tender possession of the Leased Premises to Tenant within one hundred twenty (120) days after the date this Lease is fully executed by Landlord and Tenant, then either party shall have the right to terminate this Lease on thirty (30) days prior written notice to the other party at any time thereafter and prior to tender.

26. **Outdoor Seating Area.**

(A) Provided it is in accordance with local zoning and building codes and Tenant obtains all necessary governmental permits and approvals, Landlord grants Tenant a revocable license to use, at its sole cost and expense, the existing outdoor seating area on the west side of the Leased Premises; the size, location, and design of the area (and number of tables and chairs, all of which shall be movable and not permanently affixed) to be completed in accordance with Tenant’s Plans which shall be reviewed by Landlord (the “Outdoor Seating Area”). The Outdoor Seating Area shall not obstruct pedestrian traffic, and Tenant shall be responsible to ensure that the path of travel on the sidewalk surrounding the Outdoor Seating Area complies with the relevant provisions of the Americans with Disabilities Act (“ADA”). The sidewalk upon which the Outdoor Seating Area is located will remain part of the Common Area, except that: (i) Landlord shall have no responsibility whatsoever with respect to Tenant’s use of the Outdoor Seating Area and Tenant shall use same at its own risk, (ii) Tenant shall be responsible for all maintenance and repairs for the Outdoor Seating Area (including those necessitated as a result of a casualty, or any modifications required under ADA) and shall keep same in a good, safe and clean condition at all times, free of trash and debris, and (iii) Tenant shall indemnify, defend and hold Landlord harmless from any and all loss, costs, actions, damages, claims or liabilities (including reasonable attorney’s fees and court costs) which may arise out of Tenant’s use of the Outdoor Seating Area. Furthermore, in the event there is an increase in Taxes at the Shopping Center as a result of the Outdoor Seating Area, Tenant shall be obligated to pay one hundred percent (100%) of such increase each Lease Year.

(B) In the event (i) Tenant fails to maintain the Outdoor Seating Area in a commercially reasonable manner, (ii) Landlord receives two (2) legitimate complaints from any other occupants of the Shopping Center, within a thirty (30) day period, which Landlord reasonably determines could expose Landlord to a claim or right by another occupant (each being an “Objecting Party”) then Tenant shall have no further right to use the Outdoor Seating Area until Tenant obtains written approval from the Objecting Party and a waiver of claims the Objecting Party may have against Landlord or (iii) if either Landlord or Tenant receives one (1) or more complaints (“Municipality Complaint”) from any governmental agency (e.g. health, fire or building department) (“Municipality”) at any time, then Tenant shall no longer have the right to use the Outdoor Seating Area and shall promptly remove its tables and chairs from the Outdoor Seating Area, failure of which shall be a Tenant Default. However, if the Municipality Complaint allows for a timeframe in which Tenant can cure the Municipality Complaint, then Tenant’s right to use the Outdoor Seating Area shall be reinstated once the Municipality determines the Tenant has satisfactorily cured the Municipality Complaint.

27. **Permitted Use Provisions.**

(A) **Fire Extinguisher.** Tenant shall install (and maintain and replace as necessary) a fire extinguishing system and grease filters within the hood and duct of the cooking facility which satisfies the requirements now and hereafter established by municipal codes and Landlord's property insurer and to provide Landlord with a certificate evidencing that this system has been installed. Tenant acknowledges that grease can damage the roof. Therefore, Tenant agrees to regularly clean and maintain the cooking exhaust system and ductwork (consistent with industry standards and manufacturers recommendations) in order to avoid offensive odors and to prevent damage to the roof. Additionally, Tenant shall install (and maintain and replace as necessary) any additional equipment necessary to protect Landlord's roof system from grease (e.g., a sand pan).

(B) **Grease Traps.** Tenant shall install (and maintain and replace as necessary) grease traps immediately outside the Leased Premises connecting all lines from the Leased Premises to the main sanitary branch. The grease traps shall be installed in compliance with all local laws and regulations. Any upgrading to the sanitary or sewer lines necessitated by the installation of the grease traps shall be performed at Tenant's expense. Tenant shall restore any parking or landscape area disturbed in connection with the installation of these traps to a condition equal to that existing prior to the work.

(C) **Odor.** Tenant acknowledges that the terms of this Lease prevent the use of the Leased Premises in a manner that shall be offensive and that unless properly conducted, Tenant’s Permitted Use can cause odors in and about the Leased Premises. Tenant agrees that it shall install, and properly maintain in good working order throughout the Lease Term, such ventilation and other equipment as required by municipal codes and as may be necessary to relieve the Leased Premises and the adjoining and surrounding premises of any odors caused by Tenant's business operation, which may include special vents to create negative pressure. If Landlord receives a legitimate bona fide complaint from another occupant of the Shopping Center alleging offensive odors generated from the Leased Premises (other than customary restaurant odors), that are materially interfering with the complaining party’s use, Landlord shall promptly notify Tenant of the complaint(s) and Tenant shall promptly take action to address any such odor complaint and alleviate any such offensive odor failure of which shall constitute a Tenant Default. In connection with the foregoing, Tenant shall defend, indemnify, and hold Landlord harmless of and from any loss, cost or expense arising out of any odor complaint generated from the Leased Premises. Tenant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Leased Premises as frequently as is necessary in order to eliminate all odors.

(D) Pests. Tenant acknowledges the terms of this Lease require Tenant to keep the Leased Premises free of rodents, vermin, insects, and other pests and that, unless properly conducted, the presence of food can attract such pests. Tenant agrees that it will properly store its products, regularly clean and exterminate the Leased Premises, and take all measures necessary to prevent rodents, vermin, insects, and other pests from entering the Leased Premises or the Shopping Center. Tenant further agrees that, in the event any such pests are discovered in or about the Leased Premises, Tenant will immediately take all necessary and appropriate measures to relieve the Leased Premises of such pests. Tenant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Shopping Center as frequently as is necessary in order to prevent pests from entering the Leased Premises.

END OF GENERAL TERMS AND PROVISIONS

EXHIBIT “A”

SHOPPING CENTER SITE PLAN

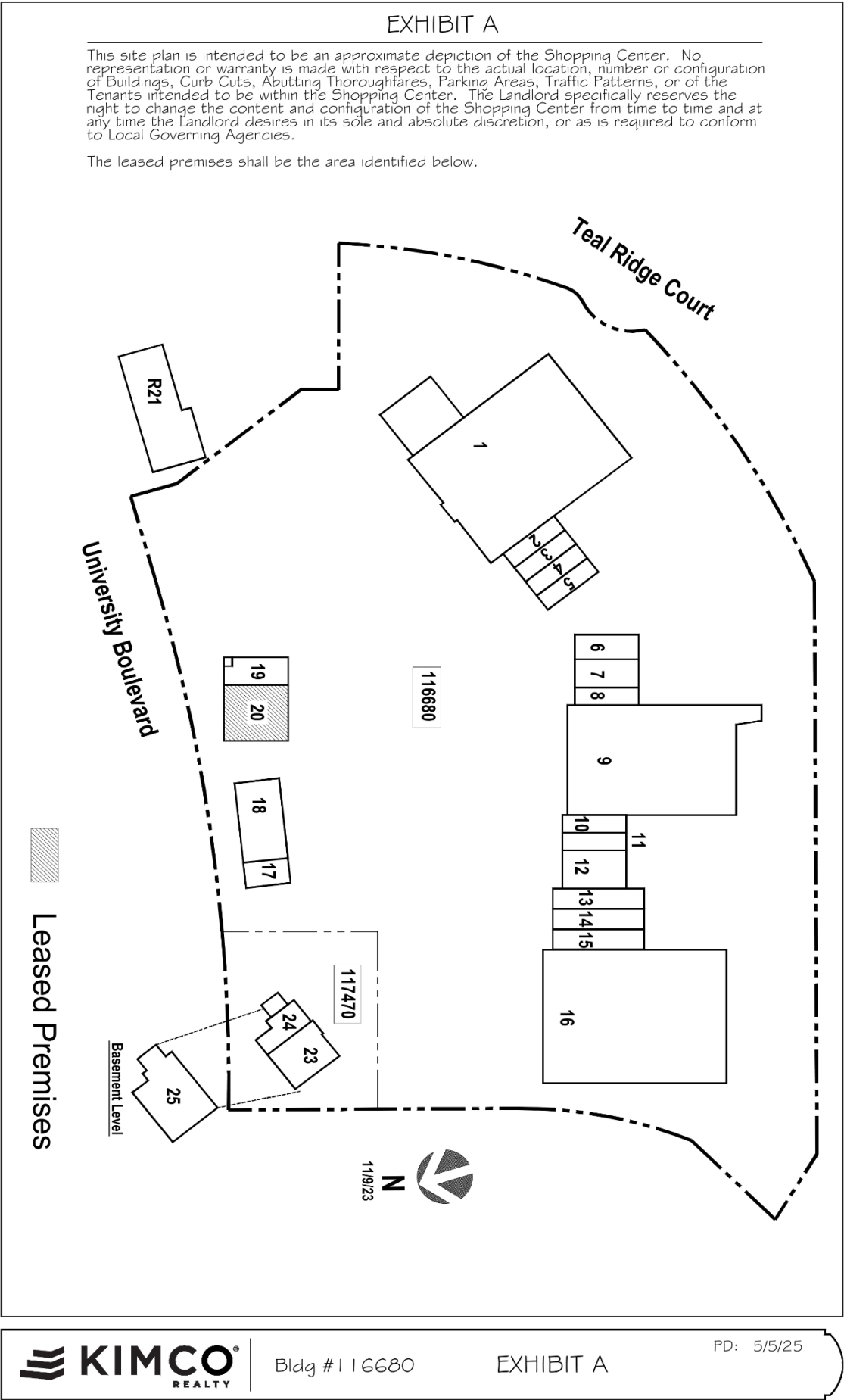


EXHIBIT “B”

INTENTIONALLY DELETED

EXHIBIT “B-1”

INDEMNITY AGREEMENT

This INDEMNITY AGREEMENT pertains to work to be performed at the Highlands Ranch S.C. and located in Highlands Ranch, Colorado herein referred to as “Shopping Center” (Building 116680) by _____ (herein referred to as “Contractor”), having an address at: _____ and is part of the Contract with **Highlands Ranch Egg Harbor, LLC** (herein referred to as “Tenant”), having an address at 300 Village Green, Suite 100, Lincolnshire, IL 60069 which Contract is dated _____, for work to be done at the Shopping Center from approximately _____ through _____.

Contractor acknowledges that Tenant is contractually obligated to obtain this Agreement under a lease for its store at the Shopping Center. Contractor has entered into this Agreement in order to induce Tenant to retain Contractor to perform certain work at its store.

Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS **Highlands Ranch 1668, LLC**, and Kimco Realty Corporation, hereinafter collectively referred to as Landlord, its respective agents and employees, assigns, and architects of and from all liabilities, claims, losses, damages, injury, causes of actions and suits of whatever nature for personal injury, including death, and for property damage, arising out of or alleged to arise out of, or any conditions of, the work performed under this Contract, whether by Contractor or by any sub-contractor, and whether any claim, cause of action, or suit is asserted against Landlord or its agents and employees, assigns, and architects, or Contractor, severally, jointly, or jointly and severally. Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS Landlord, its agents and employees, assigns, and architects of and from any and all costs of any nature, including without limitation investigation, adjustment, attorney's fees, expert's fees, court costs, administrative costs, and other items of expense arising out of any claim, cause of action or suit of the kind and nature herein set forth.

Neither Contractor nor any sub-contractor shall file any mechanic's, materialmen’s, or other liens either against the Leased Premises or the Shopping Center from any work, labor, services or materials supplied or performed by Contractor or by any sub-contractor. Contractor hereby agrees to INDEMNIFY, SAVE & HOLD HARMLESS Landlord, its agents and employees, assigns, and architects of and from any and all costs of any nature, including without limitation investigation, adjustment, attorney's fees, expert's fees, court costs, administrative costs, and other items of expense arising out of any mechanic's, materialmen’s, or other liens filed against either the Leased Premises or the Shopping Center by Contractor or by any sub-contractor.

Contractor hereby agrees that it will obtain Comprehensive General Liability insurance including Blanket Contractual Liability with minimum amount of \$3,000,000.00 Combined Single Limit for bodily injury and property damage. Additionally, Contractor must also obtain Workers Compensation and Occupational Disease insurance with statutory limits and form as required by the State in which the work is to be performed, and Employer's Liability with a limit of not less than \$1,000,000.00 for all damage.

Certificates for all insurance will be submitted to Landlord before commencement of any work. The Certificates must indicate that the "HOLD HARMLESS AGREEMENT" contractual indemnity as set forth in this agreement is insured. Landlord must be named as an additional insured and the policy must provide that no less than 15 days’ advance written notice will be given to both the party to whom such Certificates are issued and the additional insured in the event of cancellation of the policies or a reduction in the limits of liabilities set forth above. At Landlord's request, Contractor will immediately furnish Landlord with a true and complete copy of any insurance policy Landlord wants to review. No invoices for payments will be honored unless such Certificates of Insurance (or the policy, if requested) had been filed timely with Landlord at 500 North Broadway, Suite 201, Jericho, NY 11753.

Contractor acknowledges that Landlord did not retain Contractor to perform any work at the Shopping Center and agrees that Contractor will not look to Landlord for any compensation whatsoever for any work it performs at the Shopping Center.

IN WITNESS HEREOF, this Contractor has executed this Agreement as of this ____day of _____, 20__.

CONTRACTOR:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT “C”

SHOPPING CENTER SIGN CRITERIA

SIGN CRITERIA

This criteria is established on the proved principle that the success of the Shopping Center as a whole better ensures that individual merchant his own success. Adherence to criteria set forth herein helps establish an appearance of orderliness and neatness associated with any successful business. Architectural coordination of signs also adds a feeling of professionalism to the entire Shopping Center for the benefit of all concerned. Conformance with this criteria will be strictly enforced, and any installed non-confirming or unapproved signs must immediately be brought into conformity at the expense of Tenant.

I. GENERAL REQUIREMENTS:

- A. Each Tenant shall submit to the Landlord for approval three (3) signed and dated copies of a detailed shop drawing of all proposed signage and/or graphics prior to fabrication. The drawing shall indicated location, size, style of lettering, material, installation details, color, logo design, and layout design. Drawings shall include an elevation specifying location of Tenant's signage on sign band area. The drawings must also make clear that Tenant understands and will adhere to the fabrication procedures outlined below. No approval of Tenant's sign shall be construed as a waiver of any of the other criteria or conditions set forth herein unless expressly so stated in a document signed by Landlord.
- B. Tenant shall be solely responsible for obtaining all sign approvals and installation permits from governmental authorities and for assuring that all signs and their installation comply with all government ordinances and all local building, zoning and electrical codes. Tenant shall also be solely responsible for obtaining all approval required under any other public restrictions or private covenants applicable to the Property. Nothing in these criteria shall exclude (or imply a waiver of) the requirements by and such governmental authorities, other public representative or private individual or entity.
- C. Tenant shall be responsible at Tenant's expense for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
- D. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Landlord will supply electrical junction box for Tenant's sign hook up.
- E. All tenants are obligated to have a sign and all signs shall be reviewed for conformance with the criteria set forth herein and overall design quality. Landlord shall be the judge in its sole discretion of whether a sign submittal adequately conforms to the restrictions and requirements of the Lease including this Schedule 6. However, Landlord assumes no responsibility or liability for approval or disapproval of Tenant's sign by any other public authority or private individual or entity.
- F. Letter style and color are not restricted; however, a qualified Graphics Artist should be consulted to ensure readability and compatibility with the overall project. Wording on the sign shall not include the product or service sold, except as a part of the Tenant's trade name or insignia. Logos are permitted.

II. GENERAL SPECIFICATIONS:

- A. All signs shall be internally illuminated individual letter type.
- B. All transformers driving the internal tubing must be remote. No exposed raceways, crossovers, ballast's or conduit will be permitted.
- C. Tenant shall be responsible for the installation and maintenance of all signs.
- D. All signs are to be installed under the direction of Landlord or Landlord's representative.
- E. Tenant is responsible at is expense for having its sign contractor repair any damage caused by said contractor's work or by its agents or employees.
- F. Tenant shall be liable for the operations of Tenant's sign contract.
- G. No signs perpendicular to the face of the building or storefront will be permitted. No cabinet signs will be allowed.

III. SIGNS TO BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING:

- A. All signs shall be limited to individual Pan Channel letters 5" deep fabricated out of 24 gauge paintlok sheet metal.
- B. All signs are to be centered, vertically in the sign are and horizontally on Tenant's store front, except where approved or specified by Landlord.
- C. The length of the Tenant's fascia sign shall not exceed two-thirds (66 2/3%) of Tenant's storefront length.
- D. Maximum letter height will be as follows: 26" Maximum (from maximum point of ascending letter to maximum point of descending letter.) Landlord reserves the right to grant exceptions to maximum letter height restrictions on an individual case basis
- E. Each Tenant is permitted only one sign unless Tenant has two (2) frontages and Landlord expressly permits installation of two signs.
- F. No one sign may exceed 48 square feet. Landlord may grant an exception to the maximum of 48 square feet size restriction; however, the governing municipality of Douglas County will require Board of Adjustments hearing to review a request for a variance to increase size of the maximum sign square footage allowable. Landlord shall have no liability or responsibility in the event of a negative determination.
- G. The color of the face of the sign letters may be selected by Tenant, but must be in keeping with the overall color scheme of the shopping center and must be approved by Landlord. The color of the letter return must be black.
- H. All letters shall have a 1" black jewelite trim.
- I. Letter style and color of copy shall be Tenant's choice subject to Landlord's approval. Face of letter shall be plexiglas and not painted.
- J. All signs must have 60 M.A. transformers on all Mercury Argon gas tubing. 30 M.A. transformers may be used on red neon tubing.
- K. Tenant should be aware that for proper sign illumination a correct relationship of amount of luminous tube per width of stroke of letter is required. The type of letter style and color of the Plexiglas face will vary this relationship, but as a general guide the following should be adhered to:
Minimum lighting requirement:

Up to 4" stroke...1 tube
Up to 6" stroke...2 tubes
Up to 8" stroke...3 tubes
Up to 12" stroke...4 tubes
- L. All signs must comply with all applicable building and electrical codes. PK housings are required on all illuminated signage.
- M. No clips, mounting devices or labels shall be visible. All conductors, transformers and other equipment shall be concealed. If Tenant's sign is mounted on an exposed (parapet) fascia a waterproof cover of 22 Ga. Metal will be required on the backside concealing all wiring and transformers.
- N. All penetrations of the building structure (to include fascia) required for sign installation shall be sealed in a watertight condition. If at any time during Tenant's occupancy of the premises, water is found to be leaking into the building structure via penetrations from Tenant's sign, then Tenant shall cause is sign contractor or others to immediately make the necessary repairs to stop water leakage, said work to be done at Tenant's expense and Tenant shall be liable for any and all damage resulting from such water leakage.

IV. MISCELLANEOUS REQUIREMENTS:

- A. If required by the U.S. Post Office, Tenant may install on the storefront, its street number in the exact location and/or size, type and color of numbers stipulated by Landlord.
- B. Upon removal of Tenant's sign, Tenant at is sole expense, shall plug and patch the penetrations into the building structure so as to make watertight and so as to match the adjacent finish in a manner satisfactory to Landlord.
- C. It is the Tenant's sole responsibility to obtain Landlord's written approval prior to manufacture of the above sign. Landlord reserves the right to remove any unapproved signage.
- D. Landlord assumes no liability as the result of approval or disapproval of Tenant's sign. Tenant is solely responsible for construction and design.

EXHIBIT “C-1”

TENANT’S PRE-APPROVED SIGNAGE

[None Provided]

EXHIBIT “D”

EXCLUSIVES AND PROHIBITED USES

116680 HIGHLANDS RANCH SHOPPING CENTER – EXISTING EXCLUSIVES & PROHIBITED USES

ACE HARDWARE

9. USE.

(a) Tenant shall use the Premises for the Permitted Use only, and not for any other purpose without the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed). Landlord hereby covenants and agrees that it will not lease any other portion of the Property for the Permitted Use (other than incidental sale of general related merchandise and services which may be part of the Permitted Use).

(k) “Permitted Use” shall mean retail sale of hardware, building materials, paints, lawn and garden supplies and related services and merchandise.

AMAZE

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the sale of eyelash extensions and refills (the “Exclusive Use”). The aforementioned restriction shall not (a) apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right); (iii) any store measuring 10,000 sq. ft. or more; or (iv) any portion of the Shopping Center that is not owned by Landlord as of the date Landlord and Tenant enter into this Lease; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon the expiration of this Lease.

BATH & BODY WORKS

40. EXCLUSIVE USE RIGHTS.

Landlord shall not lease space in the buildings located (or to be located) on the Property to any other tenant for the Permitted Use; provided, however, that Tenant acknowledges and agrees the foregoing restriction (i) does not prohibit incidental sale (that is, less than ten percent (10%) of gross sales) by other tenants of products or services which are included in the Permitted Use, (ii) does not apply to any use by an owner or other occupant of any portion of the Property which commences after Landlord no longer owns that portion of the Property and is not based on a lease granted by Landlord, (iii) applies only to the Property even though the Property may be physically integrated into a larger shopping center which may be owned, developed or managed in whole or in part by affiliates of Landlord or ALBERTA DEVELOPMENT PARTNERS, LLC, (iv) applies only to the Landlord named in this Lease and to any successor Landlord which acquires ownership of the Property, but is not binding on any other third party, (v) shall not apply to any lease which has already been signed by Landlord as of the date that Landlord signs this Lease; and (vi) shall not preclude any conflicting use by any tenant which leases more than 10,000 square feet of space in the buildings located (or to be located) on the Property now or in the future.

(k) “Permitted Use” shall mean the sale and display of body and facial care products, health and beauty aids, candles, soaps, creams, toiletries, shampoos, lotions, colognes, perfumes, fragrances, cosmetics, combs, jams, jellies, teas and similar items as are sold from time to time in a majority of other stores operated under Tenant’s trade name.

CAVIAR NAIL BAR

Article 9(a)

Landlord shall not lease space in the Shopping Center to another tenant having a primary business of applying or maintaining artificial nails.

CHIPOTLE MEXICAN GRILL

32. Exclusive (A)

Landlord will not hereafter enter into a new lease in the Shopping Center with a quick serve restaurant whose sale of Mexican food items similar in concept to a "Chipotle Mexican Grill" (as the same is being operated as of the Effective Date), will not constitute more than ten percent (10%) of such quick serve restaurant's total menu items ("Exclusive Use"). As used herein, the term "Mexican food items" shall mean quick serve burritos, fajitas or tacos, and Mexican style wraps, and not meaning to include wrap-style sandwiches containing items ordinarily sold on a bread or roll, such as deli meats, salads, hamburgers or grilled chicken or vegetables.

(B) The aforementioned Exclusive Use restrictions shall not apply to:

- (1) any existing tenants at the Shopping Center or their successors, subtenants, assigns or replacements, except that no such aforesaid existing tenant or their successors, subtenants, assigns or replacements shall have the right to engage in the Exclusive Use where such existing tenant did not previously have that right; provided that in the event that Landlord has contractual discretion to deny any request for a change in permitted use by a current tenant or their proposed sublessee or assignee which would otherwise violate Tenant's Exclusive, then Landlord agrees to exercise its discretion to deny such request, or
- (2) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right);-provided that in the event that Landlord has contractual discretion to deny any request for a change in permitted use by a current tenant or their proposed sublessee or assignee which would otherwise violate Tenant's Exclusive, then Landlord agrees to exercise its discretion to deny such request
- (3) any grocery store, department store, or any store measuring 10,000 square feet or more;
- (4) a full service sit-down restaurant, including a Mexican or Southwestern themed restaurant, containing more than 5,500 square feet and which provides waiter/waitress service;
- (5) [FOLLOWING IS FOR THIS DEAL ONLY] any fast food quick serve restaurant, provided such restaurant's sale of Mexican food items shall not constitute more than ten percent (10%) of such restaurant's total menu items;
- (6) the sale of any breakfast items served in any manner; or
- (7) the occasional and short term promotional sale of Mexican food items by any national or regional quick serve restaurant chain.

EUROPEAN WAX CENTER

1.16.A. Exclusive Use:

Landlord shall not, during the term of this Lease and any subsequent extensions, lease any space in the Shopping Center to a tenant whose primary business is facial and body waxing services.

EVGO:

6) Exclusivity. Article 23 of the Agreement shall hereby be deleted and replaced in its entirety with the following:

Exclusivity. Host hereby agrees that so long as EVgo is not in default of this Agreement beyond any applicable notice and cure periods, Host shall not enter into any agreement that allows any provider to install a CCS or Chademo enabled charging station in the Host Property to provide electric vehicle DC fast charging ("Fast Charging") services to the public. For purposes of the foregoing, Fast Charging shall be defined as a service capable of providing greater than a Level 2 charging capacity. The foregoing shall not apply to (i) closed network dedicated EV charging providers, including, by way of example, without limitation Tesla and (ii) any portion of the Property not owned or controlled by Host and (iii) any occupant of the Property that owns or controls a portion of Host's Property or an adjacent property and (iv) any tenant of Host at the Property that installs a Level 2 EV charging station provided Host has consented to such installation, which consent may be given in Host's sole and absolute discretion and (v) any occupant of the Property that operates a Fast Charging system pursuant to the judgment of a court of competent jurisdiction. Furthermore, nothing herein shall be deemed to prohibit Host from entering into an agreement with a third party to provide Fast Charging services at the Property that does not become effective until the expiration or sooner termination of this Agreement.

MATHNASIUM

1.16.A. Exclusive Use:

Landlord shall not, during the term of this Lease and any subsequent extensions, lease any space in the Shopping Center to a tenant whose primary business is tutoring.

PANERA BREAD

24. Exclusivity. Landlord shall not, during the term of this Lease, directly or indirectly engage in a business in competition with Tenant or lease or permit any Tenant or sublessee to use any space in the Shopping Center or in any other property owned by Landlord or any other entity controlled by Landlord within the Shopping Center other than Tenant for any of the following uses:

- (i) A restaurant serving baked items prepared on the Premises.
- (ii) A coffee bar/cafe serving baked rolls or pastries.
- (iii) Any establishment which generates more than twenty percent (20%) of its gross revenues in any calendar quarter from the sale of coffee/tea/cappuccino type beverages, baked goods and sandwiches.

PERSPIRE SAUNA STUDIO

(L-1) Exclusive Use:

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the operation of a private/personal infrared sauna room concept (the "Exclusive Use"). The aforementioned restriction shall not (a) apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right); (iii) any store measuring 10,000 sq. ft. or more; (iv) any gym, fitness studio, day spa, or massage studio that provides one (1) sauna/steam room; or (iv) any portion of the Shopping Center that is not owned by Landlord as of the date Landlord and Tenant enter into this Lease; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon the expiration of this Lease.

PLANET FITNESS

(M-1) Exclusive Use:

Landlord will not enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the operation of a health/physical fitness club of at least five thousand (5,000) square feet, with the monthly membership fees of Fifty and No Dollars (\$50.00) or less (the "Exclusive Use").

SALLY BEAUTY

5. Exclusive. Commencing as of June 28, 2017, Article 40 shall be deemed deleted in its entirety and replaced with the following:

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant who uses more than ten percent (10%) of its sales floor area for the sale of human or synthetic hair, wigs, hair extensions, cosmetics and beauty supplies (the "Exclusive Use and/or the "Exclusive Products"). The aforementioned restriction shall not apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; or (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right); (iii) any store measuring 10,000 sq. ft. or more, or (iv) any hair, nail salon or day spa which sells or displays the Exclusive Products as an ancillary use, which shall mean not more than ten percent (10%) of the sales floor area of such tenant's premises shall be used for the Exclusive Use.

SPORT CLIPS

Exclusive:

42. Landlord shall not lease space in the Shopping Center to any other discount, family-oriented haircutting concepts/retailers. This exclusive shall not apply to my full-service hair salon or to Phase I of the Shopping Center.

STRETCH ZONE

(L-1) Exclusive Use:

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is practitioner assisted stretching (the "Exclusive Use"). The aforementioned restriction shall not (a) apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right); (iii) any store measuring 10,000 sq. ft. or more; or (iv) chiropractic care or physical therapy; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon the expiration of this Lease.

SUSHI MANGO

(M-1) Exclusive Use:

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the operation of a sushi restaurant (the "Exclusive Use"). The aforementioned restriction shall not (a) apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements; (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right); (iii) any store measuring ten thousand (10,000) square feet or more; (iv) any tenants at the Shopping Center that sell sushi as an incidental use or (v) any portion of the Shopping Center that is not owned by Landlord as of the date Landlord and Tenant enter into this Lease; or (b) prohibit Landlord from entering into a lease for the Exclusive Use that becomes effective upon the expiration of this Lease.

TJ MAXX

4. (B) Landlord agrees that, during the term of this lease, no other premises in the Shopping Center shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of soft goods (as defined by the trade from time to time), including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of soft goods.

WAXXED SPORTS CARDS

(L-1) Exclusive Use:

Landlord will not hereafter enter into a new lease in the Shopping Center with a tenant whose principal permitted use is the retail sale of sports cards and sports memorabilia (the "Exclusive Use"). The aforementioned restriction shall not: (a) apply to: (i) any existing tenants at the Shopping Center which presently have the right to engage in the Exclusive Use, or their successors, assigns or replacements, or (ii) any existing leases at the Shopping Center as same may be renewed, extended, modified or amended (except that no such renewal, extension, modification or amendment shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right), or (iii) any store measuring 10,000 sq. ft. or more; or (b) prohibit Landlord from entering into a Lease for the Exclusive Use that does not become effective until the expiration or sooner termination of this Lease.

116680 HIGHLANDS RANCH SHOPPING CENTER – PROHIBITED USES

ACE HARDWARE

9. USE.

(d) Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and will remain retail in character, and further, that no part of the Shopping Center shall be used as a theater, auditorium, meeting hall, place of public assembly, gymnasium, health club, exercise or dance studio, dance hall, bar or night club (although incidental sale of alcoholic beverages in connection with restaurant use is permitted), off-track betting business, billiard or pool hall, for bingo or similar games of chance, video game arcade, bowling alley, skating rink, car rental agency, blood bank or other medical care office, massage parlor, spa or adult book or videotape store (although adult videotapes may be sold by a full-service video store).

REA

V. RESTRICTIONS ON USE

5.1 Shopping Center Restrictions: No Owner shall use or occupy its Lot, or permit its Lot or any portion thereof to be used or occupied, in a manner which violates the terms of the Special Warranty Deeds recorded December 23, 1999, in Book 1792 at Pages 543, 563, 599, 602 and 625 of the records of the Clerk and Recorder of Douglas County, Colorado. Specifically, no Owner shall use or occupy its Lot, or permit its Lot or any portion thereof to be used or occupied, for any of the following prohibited uses:

- a. funeral establishment;
- b. automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities (except that a lube center shall be allowed on Lot 4);
- c. auction or bankruptcy sale;
- d. pawn shop;
- e. outdoor circus, carnival or amusement park, amusement gallery, or other entertainment facility;
- f. outdoor meetings;
- g. bowling alley;
- h. primarily pool or billiard establishment;

- i. shooting gallery;
- j. off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
- k. refinery;
- l. adult bookstore or facility selling or displaying pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor
- m. any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
- n. theater;
- o. auditorium, meeting hall, ballroom, school or other place of public assembly;
- p. unemployment agency, service or commission;
- q. gymnasium, health club, exercise or dance studio;
- r. dance hall;
- s. cocktail lounge, bar, disco or night club;
- t. bingo or similar games of chance lottery tickets and other items commonly sold in retail establishments may be sold);
- u. video game (except as an incidental part of business) or amusement arcade;
- v. skating or roller rink;
- w. car wash (provided, however, one (1) car wash shall be allowed on Lot 4), car repair or car rental agency;
- x. second hand store, auction house, or flea market; or
- y. non-retail use (which shall not prohibit in the Shopping Center uses commonly referred to as "quasi-retail" or "service retail" such as a travel agency, real estate office, insurance agency or accounting service, so long as same do not exceed ten percent (10%) of the leasable area of the Shopping Center.
- z. massage parlor

5.2 Filling Station Restriction: No part of Lots 1, 2, 3 or 5 shall be used as a car wash or lube center or a gasoline or diesel filling station or similar car or truck fuel dispensing facility.

5.3 Driveup and Drive Through Facilities: No part of Lots 1, 2, 3, 4 or 5 shall be used as a restaurant or other facility featuring vehicular driveup or drive through customer service, except for the car wash and lube center on Lot 4, unless the Declarant has first given its written consent, which consent may be withheld in the sole and absolute discretion of Declarant.

5.4 No Convenience Store: No part of Lots 1, 2, 3 or 5 shall be used as a convenience store (in the nature of a 7-11 Store, a Circle-K Store, or an AM-PM Minimart), unless the Declarant has first given its written consent, which consent may be withheld in the sole and absolute discretion of Declarant.

5.5 Restaurant: Restaurant use for the Shopping Center shall not exceed 7,000 square feet per restaurant or an aggregate total of 18,000 square feet. During the Office Maxx lease; no portion of the Shopping Center located within two hundred linear feet (200') of the demising walls of Office Maxx shall be used as a restaurant (provided, however, that restaurants not exceeding five thousand (5,000) square feet in the aggregate may be permitted in Retail B and the plaza area between Retail B and Retail C as shown on EXHIBIT "B"). Lot 1 may be used as a restaurant primarily offering meals for on-site consumption, provided any such restaurant on Lot 1 shall not exceed three thousand (3,000) square feet of building area. Lot 2 as shown on Exhibit B is restricted to one (1) sit-down restaurant not to exceed 4,500 square feet and one (1) non-sit down restaurant not to exceed 1,350 square feet.

5.6 Art and Framing: As long as Aaron Brothers Inc. is an occupant of Lot 3, no other premises in the Shopping Center shall be used for the sale of picture frames, framed art, unframed pictures, prints, graphics or paintings, art or drafting supplies, or picture framing services, no part of Lots 1, 2, 4 or 5 shall be used for a store specializing in sale of such products, or for a store selling picture framing services (it being the intention of Declarant that that no other lessee or occupant of the Shopping Center shall be permitted to offer picture framing services, even on an incidental basis), unless the Declarant has first given its written consent, which consent may be withheld in the sole and absolute discretion of Declarant. For purposes of this paragraph, "specializing in" shall mean more than five hundred (500) Leasable Square Feet (inclusive of allocable aisle space and linear shelf space) of any such premises in the Shopping Center dedicated to the sale of the listed products. Notwithstanding the above, this Section 5.6 shall not apply to any portion of the Shopping Center which is leased to Ace Hardware, Office Max or TJ Maxx, as they typically operate as of the date of this Declaration.

5.7 Soft Goods: As long as TJ Maxx is an occupant, no other premises in the Shopping Center shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of soft goods (as defined by the trade from time to time), including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of soft goods.

5.8 Hardware: As long as Ace Hardware is an occupant, no premises shall be used for the retail sale of hardware, building materials, paints, lawn and garden supplies.

5.9 Shoes: As long as Famous Footwear is an occupant, no premises in the Shopping Center shall operate as an open stock branded shoe store.

5.10 Office Products: No portion of the Shopping Center during the Office Maxx lease shall be used for the sale of office, home office, school or business products, computers and computer products, office, home office, school or business supplies or equipment; office furniture; mobile or portable telephones or pagers; or electronics (including by way of example those businesses operated by Office Depot, Staples, Office Shop Warehouse, Mardel Christian Office and Education Supply Store, Mail Boxes etc., and Workplace); or for use as a business support center, copy center or "Kinko" type of operation (all of which are herinafter referred to as the "Prohibited Uses"); provided, however, that notwithstanding the foregoing, an electronics superstore in excess of twenty thousand (20,000) square feet, such as Circuit City, Best Buy or Sound Track, or a bookstore, such as Borders or Barnes & Noble, shall be permitted; notwithstanding anything contained herein to the contrary, OfficeMaxx recognizes that Ace Hardware and T.J. Maxx's are co-tenants and may offer for sale similar products and/or services so long as Ace Hardware and T. J. Maxx are being operated at the Shopping Center as an Ace Hardware store and a T.J. Maxx store and so long as Ace Hardware's and T.J. Maxx's gross sales of the Prohibited Uses does not constitute greater than (10%) of their gross annual sales from such Shopping Center locations. No portion of the Shopping Center shall be used for any purpose which would permit more than (i) one thousand (1,000) square feet of space to be used for any Prohibited Uses, or (ii) five percent (5) of such user's floor area to be used for purposes of any Prohibited Uses, whichever is less; and the Shopping Center shall not be used for any purpose which, taken in the aggregate for the entire Shopping Center, would permit more than five thousand (5,000) square feet of space in the Shopping Center to be used for any of the Prohibited uses.

5.11 Bakery: As long as Lot 2 is operated as Panera Bread, no premises in the Shopping Center shall be used as (i) a restaurant serving baked items prepared on the Premises, (ii) A coffee/bar serving baked rolls or pastries or (iii) Any establishment which generates more than twenty (20%) of its gross revenues in any calendar quarter from the sale of coffee/tea/cappuccino type beverages, baked goods and sandwiches.

5.12 Further Restrictions: So long as the Declarant is H.R. Retail Management II, LLC, the Declarant may record in the Douglas County, Colorado real estate records an amendment to this Declaration for the purpose of adding further restrictions on the use and occupancy of the Lots.

TJ MAXX

4. (A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises the Shopping Center shall be used only for retail purposes (which may include banks, small loan offices, and repairs, alterations and offices incidental to retailing), and shall not be used for any entertainment purposes such as a bowling alley, skating rink, cinema, bar, nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club or for any establishment for the sale or display of pornographic materials. No restaurants or establishments selling prepared food for consumption on or off premises shall be located in the Shopping Center outside of the area labeled "Permitted Restaurant Area" on the Lease Plan and any restaurants located therein shall not exceed 7,000 square feet per restaurant or an aggregate of 18,000 square feet.

OPERATING AGREEMENT
OF
HIGHLANDS RANCH EGG HARBOR, LLC
DATED
May 16, 2025

**OPERATING AGREEMENT
OF
HIGHLANDS RANCH EGG HARBOR, LLC**

THIS OPERATING AGREEMENT (the “Agreement”) of Highlands Ranch Egg Harbor, LLC, a Colorado limited liability company (the “Company”), effective as of May 16, 2025 (the “Effective Date”), is entered into by and between the Company, Farrell Holdings, LLC, an Illinois limited liability company, as the sole member of the Company (the “Member”), and Hamco, Inc., an Illinois corporation, as the initial Manager of the Company (the “Manager”).

WHEREAS, the Company was formed as a limited liability company on May 16, 2025 by the filing of Articles of Organization with the Secretary of State of the State of Colorado (“Secretary of State”) pursuant to and in accordance with the Colorado Limited Liability Company Act, as amended from time to time (the “LLCA”).

WHEREAS, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms of this Agreement, which is intended to be a written operating agreement as defined in Section 14-11-108(18) of the LLCA.

NOW, THEREFORE, the Member and the Company agree as follows:

1. Name. The name of the Company is Highlands Ranch Egg Harbor, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the LLCA and to engage in any and all necessary or incidental activities.
3. Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the LLCA.
4. Principal Office; Registered Office and Agent.
 - (a) Principal Office. The location of the principal office of the Company shall be 2201 Waukegan Road, Suite 255, Bannockburn, IL 60015, or such other location as the Member may from time to time designate.
 - (b) Registered Office and Agent. The registered agent of the Company for service of process in the State of Colorado and the registered office of the Company in the State of Colorado shall be that person and location reflected in the transmittal form or annual registration filed with the Secretary of State. If the registered agent or registered office shall change, the Member shall promptly designate a replacement registered agent or registered office, as the case may be, in the manner provided by the LLCA.

5. Members.

(a) Initial Member. The Member owns 100% of the limited liability company interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

<i>Name</i>	<i>Mailing Address</i>
Farrell Holdings, LLC	2201 Waukegan Road, Suite 255 Bannockburn, IL 60015

(b) Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) No Limited Liability Company Interest Certificates. The Company will not issue any certificates to evidence ownership of the limited liability company interests.

6. Management.

(a) Authority; Powers and Duties of the Manager. Except as otherwise provided in this Agreement, the Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, including but not limited to signing contracts on behalf of the Company and otherwise to bind the Company with third parties. Any action taken by the Manager shall constitute the act of, and serve to bind, the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the LLCA, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement. The initial Manager of the Company shall be Hamco, Inc., an Illinois corporation.

(b) Appointment and Removal of the Manager. The Member (or, in the event of the Member's dissolution, the Member's successor) in its sole discretion may, without liability, appoint or remove the Manager at any time with or without cause. The term of service of the Manager shall begin on the Effective Date and shall terminate on the earlier of the Manager's removal, resignation, or any other event (including the Manager's death or dissolution) by which such person ceases to be the Manager.

(c) Manager Compensation. The Manager may be compensated by the Company for the Manager's services under this Agreement as the Member shall determine from time to time in the Member's sole discretion.

(d) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “Officer”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

7. Liability of Member; Indemnification.

(a) Liability of Member and the Manager. Except as otherwise required by the LLCA, 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 and the Manager 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 or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the LLCA, the Member and the Manager (irrespective of the capacity in which either the Member or Manager acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys’ fees) whatsoever incurred by the Member or the Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or the Manager on behalf of the Company; *provided*, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, the Manager nor any other person shall have any personal liability on account thereof.

8. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

9. Capital Contributions and Related Matters. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company. The Member may, but shall not be required to, guarantee the Company’s obligations.

10. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Manager shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Manager in its sole discretion.

12. Transfers.

(a) In General. The Member, in the Member's sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member's membership rights, including both economic and non-economic rights, to any person at any time. The Member may make any such transfer under any terms and conditions that the Member deems appropriate.

(b) Transfers Upon Member's Dissolution. Upon the Member's dissolution (unless promptly reinstated), the Member's membership rights shall be transferred as provided by the Member's company documents, or, if there are no such documents, as provided by law.

(c) Pledges. The Member shall have exclusive and absolute discretion to pledge all or any part of the Member's membership rights to any person at any time as collateral for any debt of the Member. The Member may make any such pledge under any terms and conditions that the Member deems appropriate.

13. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; (iii) administrative dissolution by the Secretary of State; or (iv) any other event or circumstance giving rise to the dissolution of the Company under the LLCA, unless the Company's existence is continued pursuant to the LLCA.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue. The Manager is authorized to file, in its discretion, a statement of commencement of winding up with the Secretary of State in accordance with the LLCA.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Upon the completion of the winding up of the Company, the Manager may, in its discretion, file a certificate of termination in accordance with the LLCA.

14. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire agreement between the parties concerning its subject matter and replaces all other agreements between them, whether written or oral, concerning this subject matter.

(b) Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

(c) Governing Law. This Agreement shall be governed by the laws of the State of Colorado without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of Colorado or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

(d) Severability. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(e) No Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

[Signature page follows]

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

COMPANY:

HIGHLANDS RANCH EGG HARBOR, LLC
By: HAMCO, INC., its Manager

Signed by:

1C71A024EE0241A...
By: _____
Name: Matt Farrell
Title: President

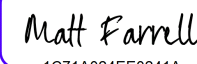
MEMBER:

FARRELL HOLDINGS, LLC

By: _____
Name: Aimee Farrell
Title: Member

MANAGER:

HAMCO, INC.

Signed by:

1C71A024EE0241A...
By: _____
Name: Matt Farrell
Title: President

[SIGNATURE PAGE TO OPERATING AGREEMENT OF
HIGHLANDS RANCH EGG HARBOR, LLC]

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

COMPANY:

HIGHLANDS RANCH EGG HARBOR, LLC

By: HAMCO, INC., its Manager

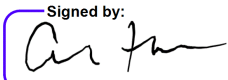
By: _____

Name: Matt Farrell

Title: President

MEMBER:

FARRELL HOLDINGS, LLC

By:  _____
A90EA4048148410...

Name: Aimee Farrell

Title: Member

MANAGER:

HAMCO, INC.

By: _____

Name: Matt Farrell

Title: President

[SIGNATURE PAGE TO OPERATING AGREEMENT OF
HIGHLANDS RANCH EGG HARBOR, LLC]

**FIRST AMENDMENT TO THE OPERATING AGREEMENT
OF FARRELL HOLDINGS, LLC**

This First Amendment to the Operating Agreement of Farrell Holdings, LLC (the "First Amendment") is entered into as of this 29th day of December 2022 (the "Effective Date"), by the parties identified in Exhibit A as the members (the "Members") and the manager (the "Manager").

W I T N E S S E T H:

WHEREAS, the Members of the Company entered into that certain Limited Liability Company Agreement effective as of January 1, 2017 (the "Agreement").

WHEREAS, the Members of the Company wish to amend the Agreement by entering into this First Amendment as hereinafter described, to reflect the Membership Interests of the Members after the Merger of F&W Holdings, LLC into the Company.

NOW, THEREFORE, in consideration of the premises and the covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following shall govern the operations of the Company:

FIRST: We hereby delete Exhibit A of the Operating Agreement and replace it with the new Exhibit A:

**EXHIBIT A – LISTING OF THE MEMBER
MEMBERS OF FARRELL HOLDINGS, LLC**

<u>Name, Address and Taxpayer Identification Numbers</u>	<u>Capital Contribution</u>	<u>Number of Units</u>	<u>Membership Interest</u>
Aimee W. Farrell, Trustee of the Aimee W. Farrell Trust dated 10/07/1996 240 Wisteria Circle Roswell, Georgia 30076	Per Subscription Agreement and Plan of Merger	4,500	45%
Michael J. Farrell, Trustee of the Michael J. Farrell Trust dated 10/07/1996 240 Wisteria Circle Roswell, Georgia 30076	Per Subscription Agreement and Plan of Merger	4,500	45%
John E. Wright, Trustee of the John E. Wright dated 11/6/1990 30 Warrington Drive Lake Bluff, Illinois 60044	Per Subscription Agreement and Plan of Merger	1,000	10%

SECOND: We hereby delete Schedule 1 of Exhibit A of the Operating Agreement and replace it with the new Schedule 1 of Exhibit A:

SCHEDULE 1 OF EXHIBIT A

DESCRIPTION OF CONTRIBUTED PROPERTY

Membership Interests Per Subscription Agreement dated January 1, 2017

Membership Interests in F & W Holdings, LLC per Merger dated December 29, 2022

THIRD: The remaining provisions of the Agreement are confirmed and readopted.

IN WITNESS WHEREOF, the Members have executed this First Amendment as of the date first written above.

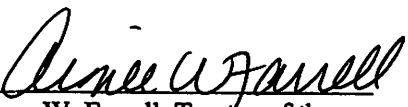
MANAGER:


HAMCO, INC.

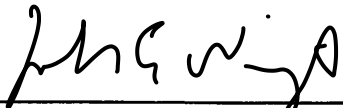
By: 
Its : President

MEMBERS:

Each of the undersigned does hereby agree to accept and adopt each and every provision of this Operating Agreement as amended and irrevocably constitute and appoint the sole Manager of the Company, with full power of substitution, its true and lawful attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, record and file on its behalf and on behalf of the Company, any and all instruments as may be deemed necessary or desirable by the Manager to carry out fully the provisions of the Operating Agreement in accordance with its terms.


Aimee W. Farrell, Trustee of the
Aimee W. Farrell Trust dated 10/7/1996


Michael J. Farrell, Trustee of the
Michael J. Farrell Trust dated 10/7/1996


John E. Wright, Trustee of the
John E. Wright Trust dated 11/6/1990



OUTLINED AREA IS WHERE LIQUOR WILL BE SERVED
1) DINING ROOM
2) PATIO

EQUIPMENT SCHEDULE			
Item No	Qty	Equipment Category	Equipment Remarks
1	1	WALK-IN COOLER	EXISTING IN PLACE
2	1	WALK-IN FREEZER	EXISTING IN PLACE
3	1	LOT COOLER SHELVING	
4	1	LOT DRY STORAGE SHELVING	
5	2	WALL SHELF	
6	1	CLEAN DISHTABLE/3 COMP SINK	
7	1	WALL SHELF W/POT RACK	
8	2	WALL SHELF	
9	1	CONDENSATE HOOD	
10	1	DISH MACHINE W/SIDE LOADER	LOW TEMP -- BY OTHERS
11	2	TRASH UNIT	BY OTHERS
12	1	BUN PAN RACK	
13	1	LOT FREEZER SHELVING	
14	1	SOLED DISHTABLE	
15	1	DBL SIDED ANGLED RACK SHELF	
16	4	HANDSINK	EXISTING TO BE RELOCATED
17	4	PAPER TOWEL DISPENSER	EXISTING TO BE RELOCATED
18	4	SOAP DISPENSER	EXISTING TO BE RELOCATED
19	1	EGG CRACKER MACHINE	BY OTHERS
20	1	WORKTABLE	
21	2	WALL SHELF	
22	1	INDUCTION COOKER	
23	2	WALL SHELF	
24	1	PREP WORKTABLE	
25	1	FOOD SLICER	
26	8	SUM JIM TRASH	BY OTHERS
27	1	PREP WORKTABLE W/SINK	
28	2	WALL SHELF	
29	1	DBL CONVECTION OVEN	
30	1	CONDENSATE HOOD & FAN	
31	2	WALL SHELF	FUTURE
32	1	MOP SINK	EXISTING IN PLACE
33	1	ICE MACHINE/BIN/FILTER	EXISTING TO BE RELOCATED
34	2	LOOKER	
35	1	HOT WATER HEATER	EXISTING IN PLACE
36	1	CO2 TANK	BY OTHERS
37	1	BAG-IN-BOX	BY OTHERS
38	2	WALL SHELF	
39	1	EXHAUST HOOD	EXISTING IN PLACE
40	1	WORKTABLE	
41	2	WALL SHELF	
42	1	WORKTABLE	
43	1	UNDERCOUNTER REFRIGERATOR	
44	1	--SPARE NUMBER--	
45	3	COUNTERTOP FOOD WARMER	
46	5	INDUCTION COOKER	
47	1	PORTABLE WORKTABLE	
48	1	CHEESEMELTER	
49	1	--SPARE NUMBER--	
50	1	REFRIGERATED EQUIPMENT STAND	
51	1	SALAD/SANDWICH REFRIGERATOR	
52	1	FRYER	DOUBLE GAS UNIT
53	1	SALAD/SANDWICH REFRIGERATOR	
54	2	WALL SHELF	
55	1	WALL SHELF	

56	2	WALL MTD PIZZA RACK	
57	2	COUNTERTOP GRIDDLE	
58	1	DRAWER WARMER	
59	1	PORTABLE EQUIPMENT STAND	
60	2	WAFFLE MAKER	BY OTHERS
61	2	MICROWAVE	
62	1	SALAD/SANDWICH REFRIGERATOR	
63	1	WORKTABLE	
64	1	SALAD/SANDWICH REFRIGERATOR	
65	1	--SPARE NUMBER--	
66	2	DOUBLE PASS THRU SHELF	EXISTING IN PLACE
67	2	PICK UP/PLATE CABINET	EXISTING TO BE RELOCATED
68	1	WORKTABLE	
69	1	4 SLICE TOASTER	
70	2	CONVEYOR TOASTER	
71	1	TOASTER HOOD & FAN	
72	1	UPRIGHT REFRIGERATOR	
73	1	WORKTABLE	
74	2	WALL SHELF	
75	2	WALL SHELF	
76	1	BACKBAR REFRIGERATOR	
77	1	COUNTERTOP HEAT LAMP	
78	1	PLATE CABINET	
79	2	MOP/BROOM RACK	
80	1	CHEESEMELTER	
81	1	--SPARE NUMBER--	
82	1	BACKBAR REFRIGERATOR	
83	1	BEVERAGE COUNTER	
84	1	DBL COFFEE MACHINE	BY OTHERS
85	1	SINGL COFFEE MACHINE	BY OTHERS
86	2	TEA DISPENSER	BY OTHERS
87	1	WORKTABLE	
88	4	CUP DISPENSER	
89	1	BACKBAR REFRIGERATOR	
90	1	ESPRESSO MACHINE	BY OTHERS
91	1	GLASS FILLER	
92	1	PORTABLE ICE BIN	
93	1	--SPARE NUMBER--	
94	1	UNDERCOUNTER REFRIGERATOR	
95	1	DBL PASS THRU SHELF & FRAME	
96	1	--SPARE NUMBER--	
97	1	STORAGE SHELVING	
98	1	BLENDER STATION	
99	2	BLENDER	
100	1	SODA GUN	BY OTHERS
101	1	ICE BIN/COCKTAIL STATION	
102	1	GLASS RACK CABINET	
103	1	HANDSINK	
104	3	P.O.S. PRINTER	BY OTHERS
105	8	P.O.S. MONITOR	BY OTHERS
106	1	FRONT BAR COUNTER	BY OTHERS
107	1	--SPARE NUMBER--	
108	1	HOST/HOSTESS COUNTER	BY OTHERS
109	1	SODA GUN HOLDER	
110	1	--SPARE NUMBER--	

FOODSERVICE EQUIPMENT LAYOUT

FOR

DRAWING DESCRIPTION
FOODSERVICE EQUIPMENT FLOOR PLAN

DATE	07	15	25
REVISED			
1	08	05	25
2			
3			
4			
5			
6			
7			
8			
9			
10			

DRAWN BY:
JLB
APPROVED BY:

SCALE:
1/4"= 1'0"

SHEET:
FS-1

DRAWING NO:
XX-XXX

THIS DRAWING, SPECIFICATIONS AND SUPPLEMENTARY MATERIAL ARE THE PROPERTY OF EDWARD DON & COMPANY (WETHER THE WORK FOR WHICH THEY ARE MADE BE EXECUTED OR NOT) AND ARE NOT TO BE USED ON ANY WORK IN WHOLE OR IN PART EXCEPT BY WRITTEN AGREEMENT WITH EDWARD DON & CO..

EGG HARBOR
HIGHLANDS RANCH, CO

NEW LIQUOR 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?

136

4. Have you owned or operated a similar establishment with a liquor license in the past?

Yes - Egg Harbor Café has 20 Illinois, 1 Wisconsin and 6 Georgia restaurants and all locations hold local/state liquor licenses.

5. Is this a new or existing business (how long in existence?)

Egg Harbor Café has been in business since 1985. The company is now expanding to Colorado.

6. How many full and part time employees do you have?

The company anticipates employing 13 full time and 21 part time employees at our Highlands Ranch location.

7. Why type of service do you provide? Is there a menu which can be reviewed?

The company is a full service breakfast and lunch restaurant. A menu has been included for review (please note - liquor sales generally represent approximately 2% of sales).

8. What are the hours of operation for liquor sales?

The restaurant is open from 7 a.m. - 2 p.m., with guests potentially remaining until 3 p.m.

9. Are all your employees trained on the liquor code?

Yes. Any employee who handles or sells alcohol will receive liquor code training.

10. Please list what particular training or program you use?

We plan on using the TIPS Alcohol Beverage Training Program.

11. Are there any point of sale systems in place to check identification?

Currently the POS system our restaurants use does not have an ID verification system.

12. What do you do if an employee violates the policy and serves a minor?

Any employee who fails to verify age or serves alcohol to a minor through negligence will be terminated.

13. How are you going to monitor that your employees are asking for ID? Are you going to have your own compliance check?

A shift leader and manager are responsible for floor oversight to ensure compliance. Job roles are structured to create natural control points. Only designated staff handle alcohol, making unauthorized handling immediately noticeable.

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?

restaurant will be equipped with security cameras and the premises will be locked/secured at the end of each day.

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?

There are barriers around the perimeter of the outdoor patio to define the area. A sign will be posted to inform guests that alcoholic beverages must remain within the designated patio space.

17. Outside of the formal petition, why do you believe there is a community need and desire in this area for this type of service?

The community is experiencing population growth and infrastructure development. This includes dining establishments, which is essential to support the area's expansion.

18. Are you confident that you can comply with the liquor code?

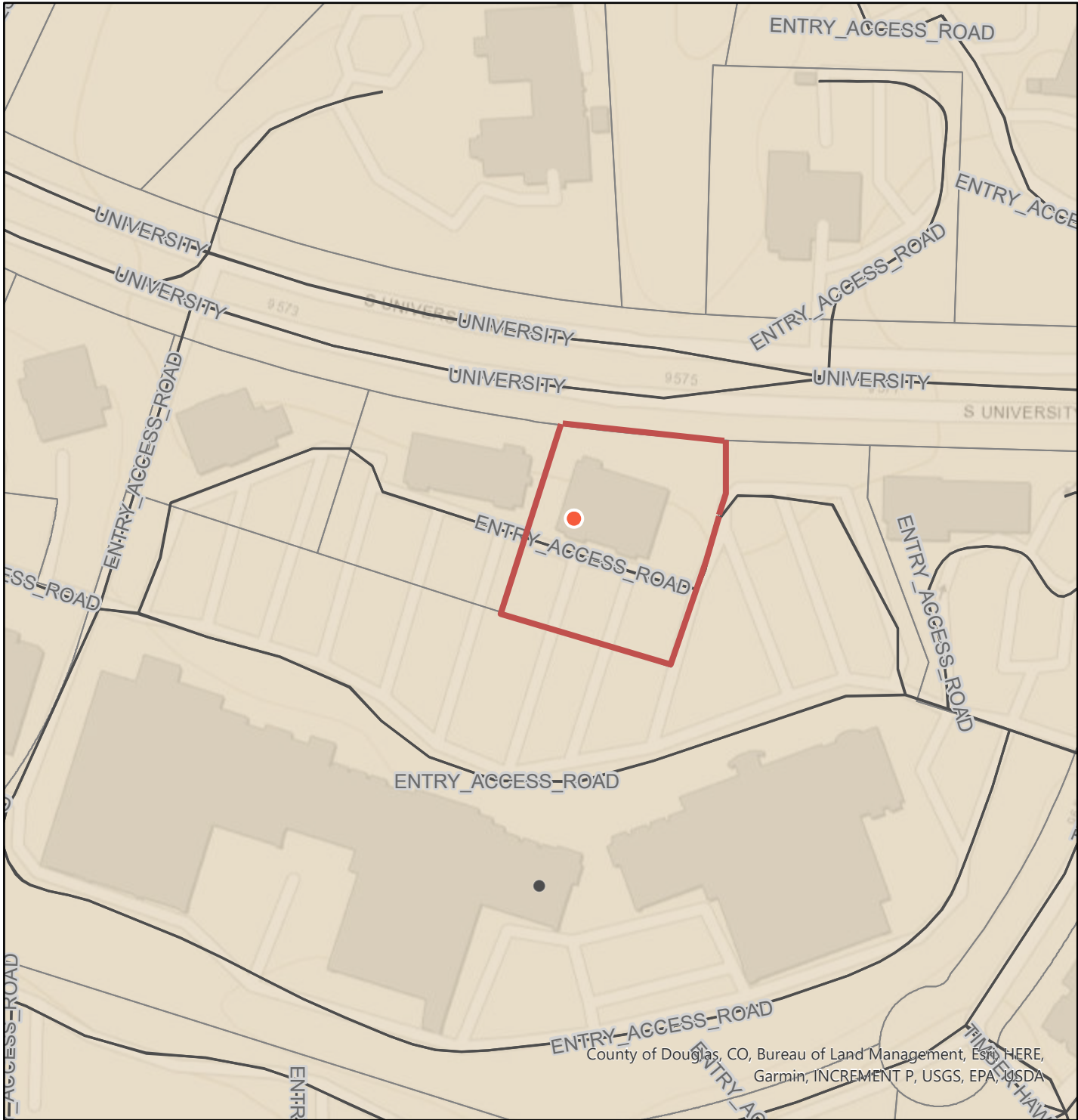
Yes
Egg Harbor Cafe
LL2025-062

Egg Harbor Cafe

LL2025-062



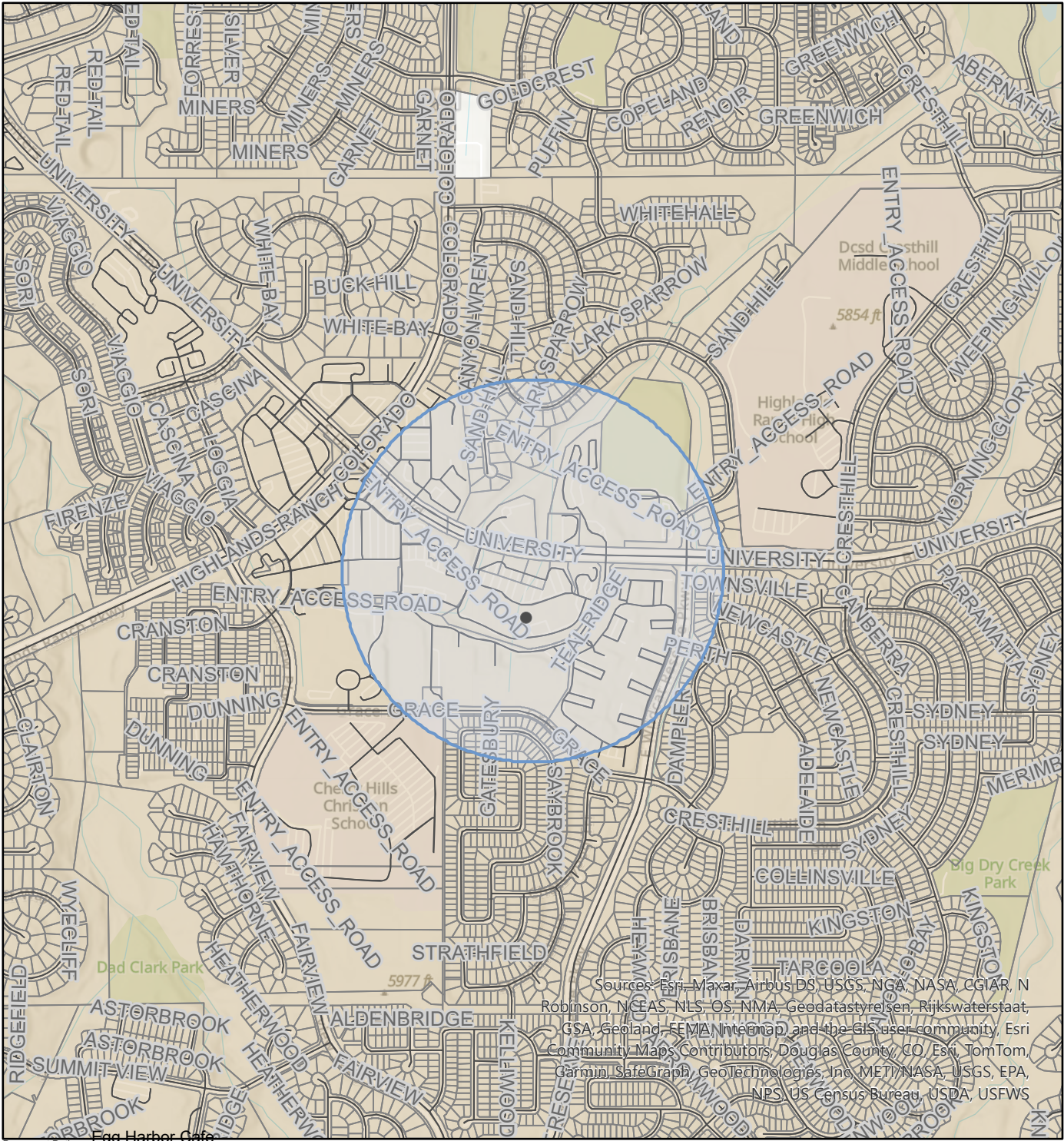
- LEGEND
- Roads
 - Major Roads
 - Parcels - PARCELS
 - PD - PLANNED DEVELOPMENT



County of Douglas, CO, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Egg Harbor Cafe

LL2025-062



- LEGEND
- Roads
 - Major Roads
 - Map2
 - Parcels - PARCELS
 - A1 - AGRICULTURAL ONE
 - PD - PLANNED DEVELOPMENT



Document Path: Egg Harbor Cafe
LL2025-062

Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, Esri Community Maps Contributors, Douglas County, CO, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT



September 21, 2025

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Egg Harbor Café**
 9579 S University Blvd, Lot 3B
 Highlands Ranch, CO 80126

Applicant: Highlands Ranch Egg Harbor, LLC
 Purpose: Application for a Hotel and Restaurant Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Egg Harbor Café being granted a Hotel and Restaurant Liquor License indicated by checking the “Favor – YES” column of the signature sheet and those opposed checked the “Oppose - NO” column. The results were as follows:

Favor “YES”		Oppose “NO”		<u>TOTAL SIGNATURES</u>
97%	75	3%	2	77

SURVEY STATISTICS

	Favor “YES”		Oppose “NO”		TOTAL
Business Survey Results	100%	38	---	0	38
Residential Survey Results	95%	37	5%	2	39

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	5	70	75
Declined to Participate	9	8	17
Not Qualified to Sign	31	1	32
Disqualified	0	0	0
“No” Signatures	0	2	2
“Yes” Signatures	38	37	75
TOTAL CONTACTS & ATTEMPTS	83	118	201

SURVEY STATISTICS

>Number of Businesses and Residents Contacted: 201 Attempts – 75 No Response = 126
 >Business Survey Participation Rate: 38 Signatures/ 47 Qualified Contacts = 81%
 >Residential Survey Participation Rate: 39 Signatures/ 47 Qualified Contacts = 83%
 >Percentage of Residents Home During Survey: 48 Contacts/ 118 Attempts = 41%

<u>REASONS FOR OPPOSITION SIGNATURES</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
No Reason	<u>2</u>	Against Company Policy	6
Total	2	Too Busy	5
		Not Interested	4
		Do Not Sign Any Petitions / Surveys	<u>2</u>
		Total	17
		<u>NOT QUALIFIED CONTACTS</u>	
		Owner / Manager Unavailable	31
		No English Spoken or Read	<u>1</u>
		Total	32

PETITION METHODOLOGY

- Survey Date and Times:

Business & Residential:	Wednesday	September 17, 2025	10:00 am – 6:30 pm
-------------------------	-----------	--------------------	--------------------

- Survey Areas: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. All signatures were from qualified people within the defined boundaries. Please see attached map.
- Circulators of the Survey: There were two circulators for this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in her approach to residents and businesspeople. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulators signed notarized affidavits of circulation. The original survey packets were pre-filed with the Douglas County City Clerk's Office.

Report prepared and respectfully submitted by,



Eva L. Garretson
Liquor Licensing Professionals, LLC

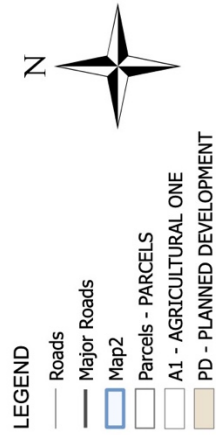
Need & Desires Surveys / Petitions
Colorado Responsible Vendor Trainer

5515 Saddle Rock Place
Colorado Springs, CO 80918

719.390.8844
LiquorPros@msn.com

Egg Harbor Cafe

LL2025-062



SURVEY RESULTS:

APPLICATION FOR A HOTEL AND
RESTAURANT LIQUOR LICENSE

BUSINESS AREAS COVERED
IN SURVEY

RESIDENTIAL AREAS COVERED
IN SURVEY

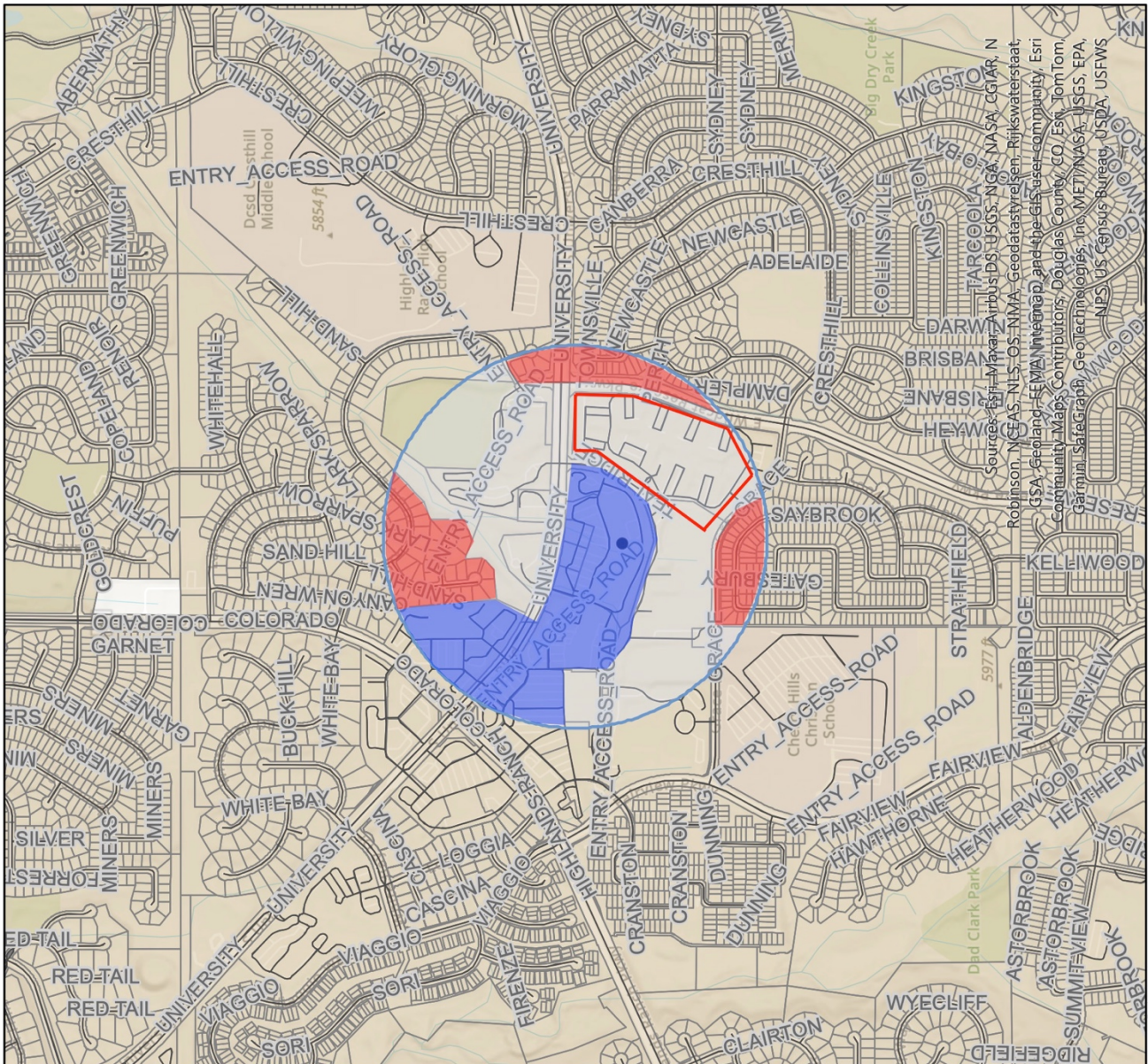
GATED / NO ACCESS



SURVEY DATE: SEPTEMBER 17, 2025



DOUGLAS COUNTY
DEPARTMENT OF
COMMUNITY DEVELOPMENT



BUSINESS PETITION TO THE LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

This petition/opinion poll is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per local licensing authority rules/procedures. **If you feel you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call the City Clerk's Office at (303) 660-7460.**

Applicant: Highlands Ranch Egg Harbor, LLC
 d/b/a: **Egg Harbor Cafe**
 Address: 9579 S. University Blvd, LOT 3B, Highlands Ranch, CO 80126
 Application for a **NEW HOTEL AND RESTAURANT LIQUOR LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, October 7th, 2025, at 1:30 p.m.**
 at the **Phillip S Miller Building, 100 Third Street, Castle Rock, CO**

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area (**Please see attached map**).
- You have not signed another petition concerning the same application.
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- Petition circulators must witness all signatures.

PETITION ISSUE: If you **FAVOR** and support this application for a **HOTEL AND RESTAURANT License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are not now being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **HOTEL AND RESTAURANT License** be issued, please sign the petition "In Favor of License".

If you **OPPOSE** and do not support this application for a **HOTEL AND RESTAURANT License** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood are being adequately served by existing businesses that hold the same or similar type of liquor license in the defined neighborhood, and it is your desire this **HOTEL AND RESTAURANT License** not be issued, please sign the petition "Opposed to License".

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/ Year	Printed Name <i>Signature</i>	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager
9-17-25	Tim Buckley	Ace Hardware 9579 University Blvd #100	60	yes		Owner <u>Manager</u>
9-17-25	Cassidy Warren	SPOT CLIPS 9579 S. University Blvd #110	31	yes		Owner <u>Manager</u>
9-17-25	Daron M. Munk	Teninos 9579 S University Blvd #130	31	Yes		Owner <u>Manager</u>
9/17/25	Huy H. Huan	Sushi Mango 9579 S University Blvd #150	55	Yes		Owner <u>Manager</u>
9/17/25	Will Hayne	Planet Fitness 9579 S University Blvd #200	32	yes		Owner <u>Manager</u>

Egg Harbor Cafe
 LL2025-062

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Today's Date w/ Year	Printed Name Signature	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager	
9/17/25	Kylie Zinninger <i>Ky Z</i>	Sally Beauty Supply 9579 S University Blvd, unit 220	29	✓		Owner <u>Manager</u>	1
9/17/25	Catherine Vanderman <i>Ch</i>	Beath & Body 9579 S. Univ. Blvd unit 230	60	✓		Owner <u>Manager</u>	2
9/17/25	Samantha Leachman <i>Sally Le</i>	Amaze 9579 S University Blvd unit 270	26	✓		Owner <u>Manager</u>	3
9/17/25	BRENDAN MOSS <i>B Moss</i>	Donna Breal 9579 S University SDB B	36	✓		Owner <u>Manager</u>	4
9/17/25	Jill Chodnicki <i>J Ch</i>	Fuel Salon 9579 S. University Blvd #400-C	59	✓		Owner <u>Manager</u>	5
9/17/25	CHARLES HODSON <i>CH</i>	9563 S. UNIVERSITY - 3B NODIES & Co	47	✓		Owner <u>Manager</u>	6
9/17/25	Oscar Cruz <i>O Cruz</i>	1 HOP 1831 - 9565 S. UNIVERS Blvd	43	✓		Owner <u>Manager</u>	7
9/18/25	Kirsten Allison <i>K Allison</i>	TREK 9567 S. University E2	33	✓		Owner <u>Manager</u>	8
9/17/25	Brianna Berger <i>B B</i>	Fantastie Sams 9567 S University Blvd. Unit D-3	22	✓		Owner <u>Manager</u>	9
9/17/25	Alex Sobolent <i>A Sob</i>	IT - 9567 S. University Blvd	52	✓		Owner <u>Manager</u>	10
9/17/25	LESLEY GEORGE <i>Lesley George</i>	9567 S. UNIVERSITY - BLVD C-2 COLORADO FRAME COMPANY	65	✓		<u>Owner</u> Manager	11
9/17/25	Carol Cardillo <i>C Card</i>	9567 S. UNIV - UNIT C2A CUSA Cuba	36	✓		Owner <u>Manager</u>	12
9/17/25	EDUARDO D. LUCASIO <i>E Lucas</i>	PANDEYS PIZZERIA 9567 S. UNIVERSITY BL	52	✓		Owner <u>Manager</u>	13
9/17/25	Rebekah Metachen <i>R Met</i>	9567 S. University #102 Spenga	48	✓		<u>Owner</u> Manager	14
9/17/25	Vaishali Shah <i>V Shah</i>	BoK Financial 9561 S University Highland & Rand	48	✓		Owner <u>Manager</u>	15

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Today's Date w/ Year	Printed Name Signature	Business Name Business Address	Age	In Favor of License	Opposed to License	Reason Circle Owner or Manager	
9/17/25	Pam Dwyer	Panda Express 9563 S. University 3C	44	✓	✓	Owner <u>Manager</u>	1
9/17/25	James Dankelbarger	Elizabeth Dankelbarger -9557 S. Univ. Blvd 101	52	✓		Owner <u>Manager</u>	2
9/17/25	Cheyenne Barnes Cheyenne Barnes	Paper McMurphys -103 9559 South Univ Blvd	23	✓		Owner <u>Manager</u>	3
9/17/25	Janna Munson Janna Munson	Firehouse Subs 9559 S University 108	36	✓		Owner <u>Manager</u>	4
9/17/25	Georgina Roach	Twisted Sugar 3624 E HP HWY 206	54	✓		<u>Owner</u> Manager	5
9/17/25	Rachel Yun	Baskin Robbins 3626 E Highlands Ranch UNIT 209	36	✓		Owner <u>Manager</u>	6
9/17/25	Mo BRIDGES Mon Bm	3260 E HIGHLANDS RANCH PEERWAY 101 SWEETGREW	33	✓		Owner <u>Manager</u>	7
9/17/25	Chandler White CW	Mad pizza -3622 E Highlands Ranch UNIT 101 Parkway	28	✓		Owner <u>Manager</u>	8
9/17/25	Tiffany Nguyen Tiffany Nguyen	Snappy Nails 9362 S. Colorado Blvd Ste D10 + Highlands Ranch	48	✓		Owner <u>Manager</u>	9
9/17/25	Patrick Hutton	Lacrosse Unlimited 9362 S Colorado Blvd #106	40	✓		Owner <u>Manager</u>	10
9/17/25	Brendan Sandborn	Jersey Mike's Subs -9362 S. Colorado unit D4 Blvd	25	✓		Owner <u>Manager</u>	11
9/17/25	Eric & Shout	B&T -9370 S Colorado unit 14	36	✓		Owner <u>Manager</u>	12
9/17/25	Phil Anderson Phil Anderson	PET EVOLUTION 9370 S Colo Blvd A8	57	✓		Owner <u>Manager</u>	13
9/17/25	ARMANDO CARDONIA Armando	MYEYEDR 9570 S COLORADO BLVD SUITE 104	43	✓		Owner <u>Manager</u>	14
9/17/25	Rachel Boddie RBoddie	9370 S. Colorado Blvd Ste A-2 Play Street Museum	41	✓		<u>Owner</u> Manager	15

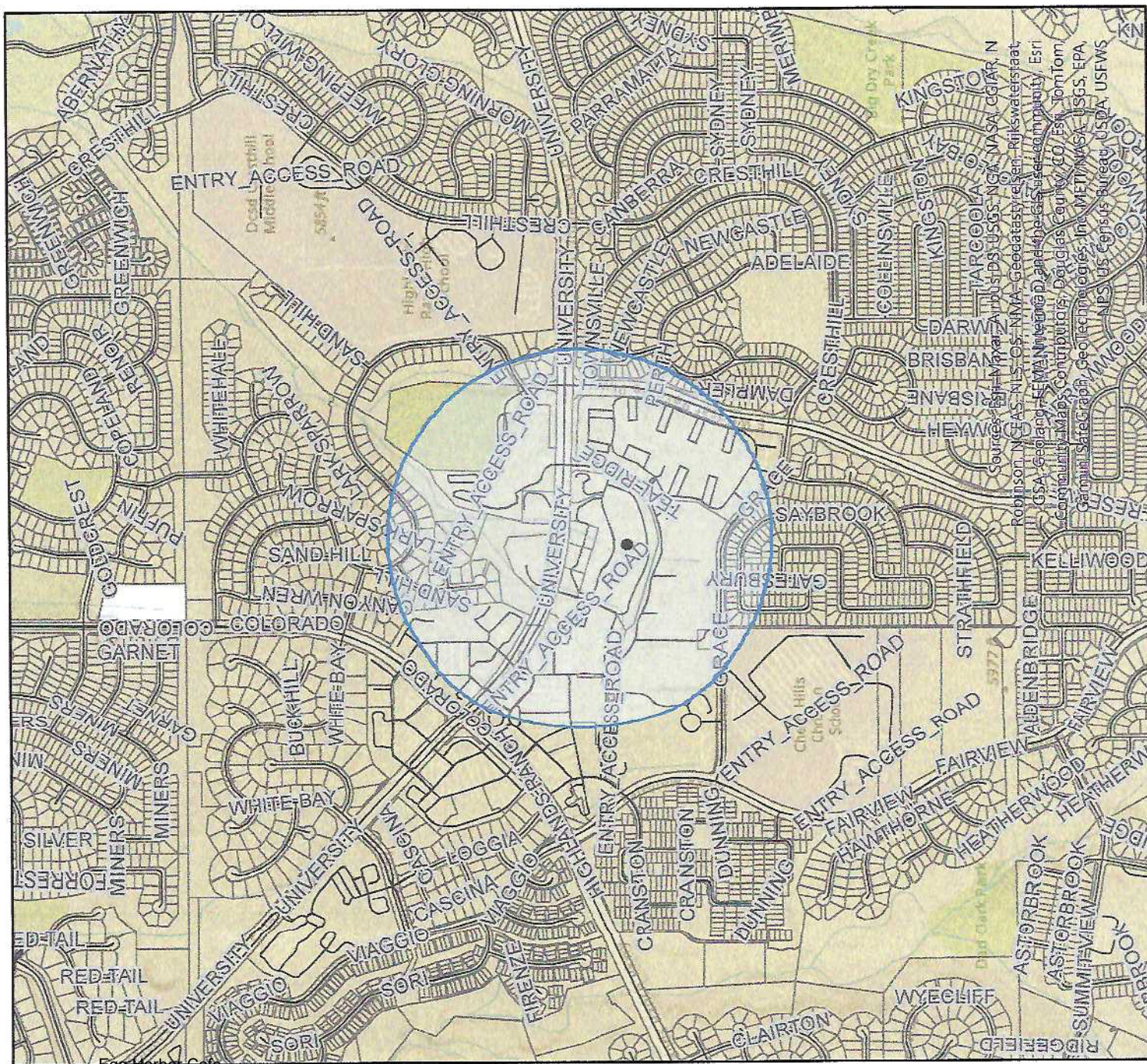
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9/17/25	Indira Lal Singh Indira S N	9553 S. Orange Blvd GOOD SPIRITS LIQUOR	33	YES		Owner <u>Manager</u>	1
9-17-25	Scott Wallace Scott Wallace	9352 S. Colorado Blvd - Fire Group's Suite A	35	YES		Owner <u>Manager</u>	2
9/17	Jose Butella Jose Butella	Pei Wei's Suite 6-1 9352 S. Colorado Blvd - B	49	✓		Owner <u>Manager</u>	3
		-				Owner Manager	4
		-				Owner Manager	5
		-				Owner Manager	6
		-				Owner Manager	7
		-				Owner Manager	8
		-				Owner Manager	9
		-				Owner Manager	10
		-				Owner Manager	11
		-				Owner Manager	12
		-				Owner Manager	13
		-				Owner Manager	14
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Egg Harbor Cafe

LL2025-062

- LEGEND**
- Roads
 - Major Roads
 - Map2
 - Parcels - PARCELS
 - AI - AGRICULTURAL ONE
 - PD - PLANNED DEVELOPMENT



Egg Harbor Cafe
LL2025-062

~ AFFIDAVIT OF CIRCULATION ~

I, Carol Johnson, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

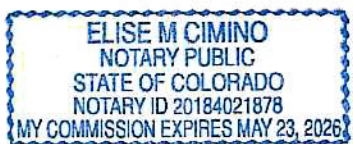
- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Carol Johnson
Signature of Circulator

State of Colorado)
County of El Paso) ss.

Subscribed and sworn to before me this 21st day of September, 2025



Elise Cimino
Notary Public

My Commission expires: May 23, 2026

RESIDENTIAL PETITION TO THE LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

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 Application for a **NEW HOTEL AND RESTAURANT LIQUOR LICENSE**

A **PUBLIC HEARING** will be held on **Tuesday, October 7th, 2025** at 1:30 p.m.
 at the **Phillip S Miller Building, 100 Third Street, Castle Rock, CO**

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Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
9/17/2025	<i>[Signature]</i> Jordan Conrad	9590 Transvill cir	31	✓		
9-17-2025	<i>[Signature]</i> Patrick Gray	9586 Transvill cir	71	✓		
9/17/25	<i>[Signature]</i> Ali Mir	9582 Transvill cir	62	X		
9-17-25	<i>[Signature]</i> Joan Henwood	9656 Adelaide Circle	39	✓		
9-17-25	<i>[Signature]</i> A. K. Parthi Egg Harbor Cafe	9831 Gatesbury cir	42		✓	

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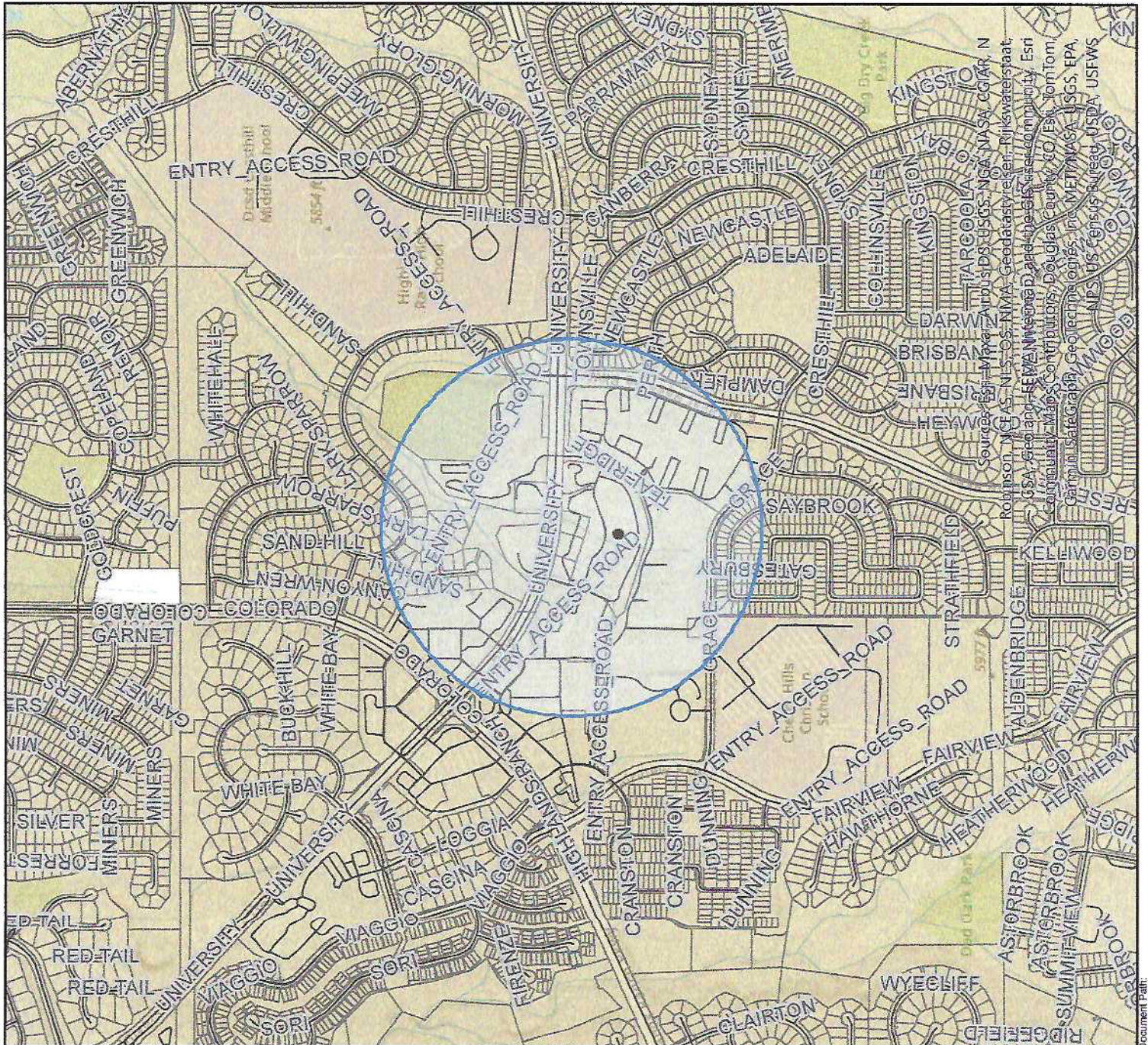
Today's Date w/ Year	Printed Name Signature	Street Address	Age	In Favor of License	Opposed to License	Reason
9/17/25	<i>[Signature]</i> Adam M. Minnedus	9744 Gatesburg Cir 80126	43	X		
9/17/25	<i>[Signature]</i> Darcy Heinrich	9743 GATESBURG 80126 CIR	57	✓		
9/17/25	<i>[Signature]</i> Cary Keragy	9725 Gatesburg 80126	56	✓		
9/17/25	<i>[Signature]</i> Cindy Antrim	9521 Sand Hill Ct, Highlands Ranch CO 80126	75	X		
9/17/25	<i>[Signature]</i> Cassandra Evans	9501 SANDHILL CT HIGHLANDS RANCH	31	X		
9/17/25	<i>[Signature]</i> Pola Santiago	9331 Sandhill Ct Highlands Ranch	23	X		
9/17/25	<i>[Signature]</i> Conner Melwan	9496 SANDHILL PL HIGHLANDS RANCH	33	X		
9/17/25	<i>[Signature]</i> Tang Owen (Owen)	9455 Sandhill Pl	65	X		
9/17/25	<i>[Signature]</i> Michelle Johnson	9445 Sand Hill Pl H/R CO	55	X		
9/17/25	<i>[Signature]</i> Jennifer Daily	9327 Lark Sparrow Dr 44 Highland Ranch, 80126		X		
9/17/25	<i>[Signature]</i> Don Thornton	9326 Lark Sparrow Dr. Highlands Ranch 80126	72	X		

Egg Harbor Cafe

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DOUGLAS COUNTY
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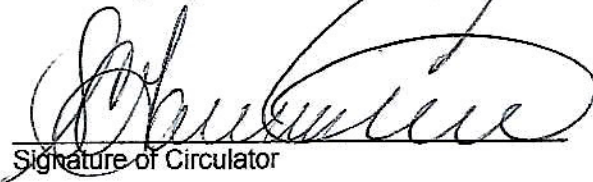
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I, Sylvie Cimino, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

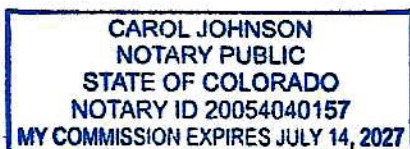
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I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.


Signature of Circulator

State of Colorado)
County of Douglas) ss.

Subscribed and sworn to before me this 17th day of September, 2025



Carol Johnson
Notary Public

My Commission expires: July 14, 2027

RESIDENTIAL PETITION TO THE LOCAL LIQUOR LICENSING AUTHORITY OF DOUGLAS COUNTY

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9/17/25	<i>William Hendershot</i> William Hendershot	9588 Townsville	84	✓		
9/17/25	<i>Eunice Min</i> Eunice Min	9602 Townsville	35	✓		
9/17/25	<i>Adrienne Estelle</i> Adrienne Estelle	9606 Townsville	75		✓	
9/17/25	<i>Casper Omandson</i> Casper Omandson	9614 Townsville Cir	36	✓		
9/17/25	<i>Herman Hastings</i> Herman Hastings	9650 Adelphi Cir	77	✓		

Egg Harbor Cafe

LL2025-062

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Today's Date w/ Year	Printed Name <i>Signature</i>	Street Address	Age	In Favor of License	Opposed to License	Reason
9/17/25	Laura Baker <i>Laura Baker</i>	9652 Adelaide Cr.	65	✓		
9/17/25	Teresa Beaver <i>Teresa M Bean</i>	9765 Saybrook St	63	✓		
9/17/25	Jacob Matloch <i>Jacob Matloch</i>	9779 Saybrook St	28	✓		
9/17/25	Carolyn Sanders <i>Carolyn Sanders</i>	9774 Saybrook St	41	✓		
9/17/25	Diane Mitchell <i>Diane Mitchell</i>	9744 Saybrook	61	✓		
9/17/25	Roger Mitchell <i>Roger Mitchell</i>	9744 Saybrook	74	✓		
9/17/25	KHONJOCUL <i>ERDENBKH</i>	9715 SA YBROOK	39	✓		
9/17/2025	Bruce Eieger <i>Bruce Eieger</i>	4141 Sand Hill Ln	59	✓		
9/17/2025	Susan Thompson <i>Susan Thompson</i>	4181 Sand Hill Ln	61	✓		
9/17/2025	Robert Thompson <i>Robert Thompson</i>	4181 Sand Hill Ln	60	✓		
9/17/25	Josh Thompson <i>Josh Thompson</i>	4181 Sand Hill Ln	26	✓		
9/17/25	Lauren Donohoe <i>Lauren Donohoe</i>	4181 sand Hill Ln	23	✓		
9/17/25	JODI McDONALD <i>JODI McDONALD</i>	4182 Sand Hill Ln.	42	✓		
9/17/25	amanda Dones <i>amanda Dones</i>	4162 Sand Hill	49	✓		
9/17/25	Onnette M. Portner <i>Onnette M. Portner</i>	9337 Lakl Sparrow Dr	61	✓		
	Ann He Martinez <i>Ann He Martinez</i>					

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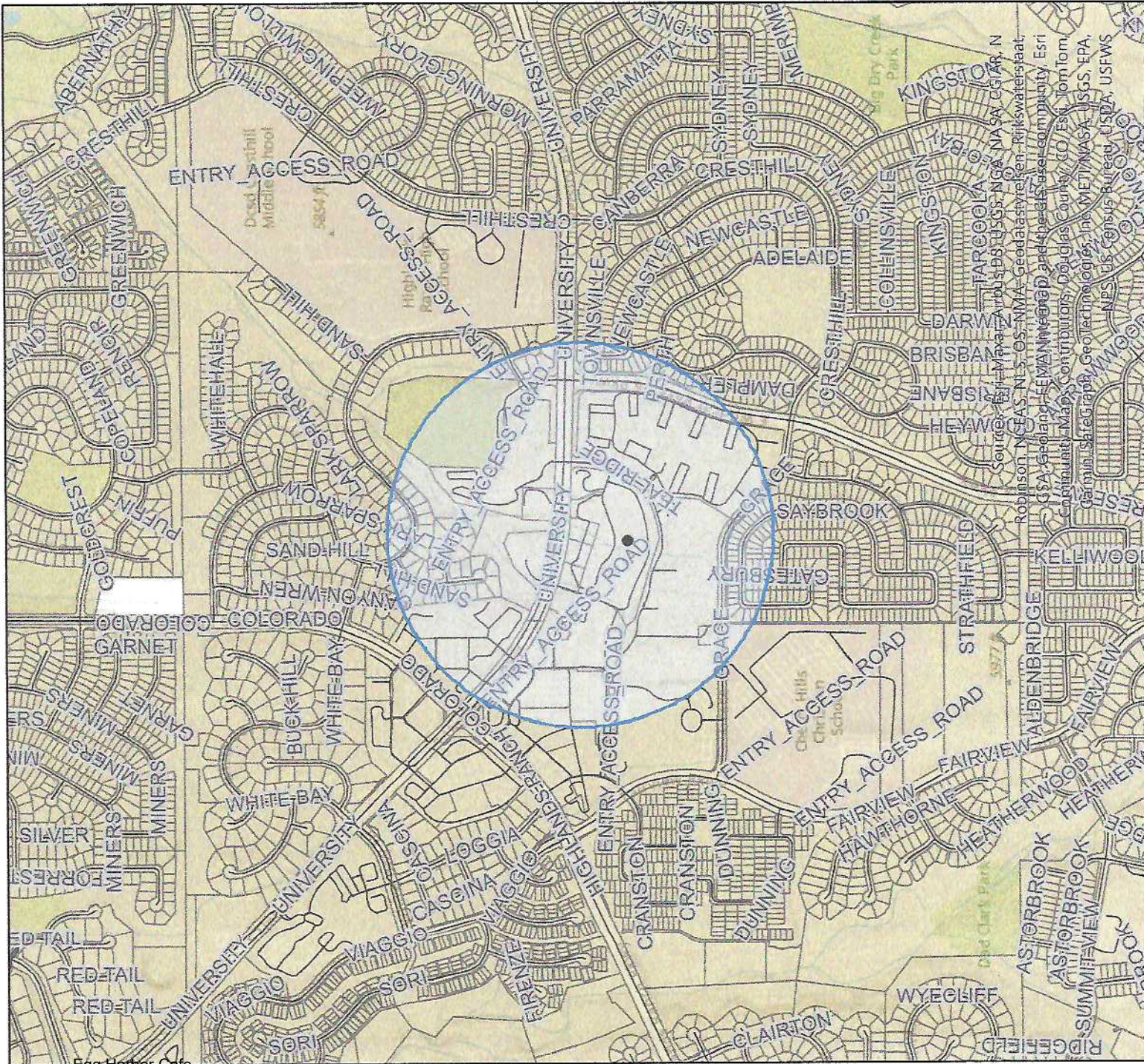
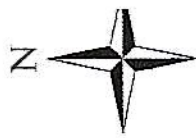
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Egg Harbor Cafe

LL2025-062

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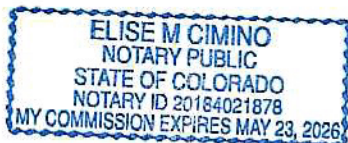
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Carol Johnson
Signature of Circulator

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County of El Paso) ss.

Subscribed and sworn to before me this 21st day of September, 2025



Elise Cimino
Notary Public

My Commission expires: May 23, 2026