

Massage Facility License Staff Report

Date: June 24, 2026
To: Douglas County Massage Licensing Authority
Through: Douglas J. DeBord, County Manager
From: Kati Carter, AICP, Director of Community Development *SK for KCC*
CC: Scott Weeks, Senior Planner
Shanna Austin, Public Outreach and Assistance Manager
Steven E. Koster, AICP, Deputy Director of Community Development
Subject: **Massage Envy Highlands Ranch, Massage Facility License**
Project File: **MI2026-011**

Massage Facility Licensing Authority Hearing: July 7, 2026 @ 2:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of a massage facility license for DJL ME Highlands Ranch 0019, LLC, dba Massage Envy Highlands Ranch.

II. APPLICATION INFORMATION

A. Applicant

DJL ME Highlands Ranch 0019, LLC
9471 S. University Boulevard
Highlands Ranch, CO 80126

B. Request

An application for a massage facility license was submitted on May 28, 2026. Based on the application date, this massage facility license must comply with Douglas County Ordinance # O-024-005, and Douglas County Resolution # 2024-124.

C. Location

The site is located at 9471 S. University Boulevard, in the Highlands Ranch Planned Development (PD).

III. CONTEXT

Development of the site was originally approved with a Site Improvement Plan (SIP) in 1993 (project file SP1993-009), which was most recently revised in 2019 (project file SP2019-053). Service commercial uses are allowed at this location as part of the approval. This Massage Envy location was previously licensed under license number MI2024-005, which expired February 13, 2026.

The business provides personal massage therapy on Monday, Friday, Saturday, and Sunday from 8 a.m. to 6 p.m.; Tuesday from 8 a.m. to 5:30 p.m.; and Wednesday and Thursday from 8 a.m. to 10 p.m. There are 8 full-time and 13 part-time employees, which include 18 licensed massage therapists. The premises is closely monitored by the manager on duty, and the applicant provides annual staff training and an internal reporting chain.

The newest adopted ordinance, O-026-002, is undergoing a final review by the FBI. Once accepted, all licensees will be subject to the expanded background checks established by the current ordinance.

IV. STAFF ANALYSIS

Per Sections 4(a) and 5(a) of Ordinance # O-024-005 a massage facility license may be approved upon finding that:

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

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

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

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

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

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

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

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

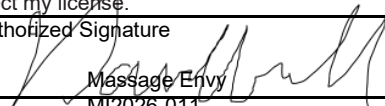
The applicant has ownership or right to possession of the premises wherein the massage facility will be operated.

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

V. STAFF ASSESSMENT

Staff has evaluated the application in accordance with the criteria found in Douglas County Ordinance # O-024-005, and Douglas County Resolution # 2024-124. The massage license will be issued upon a finding from the Authority that the approval criteria for the license is met.

<u>ATTACHMENTS</u>	<u>PAGE</u>
New Massage Facility License Application	4
Narrative	175
Project Site Map.....	176
Massage License Supplemental Questions.....	177

All answers must be printed in black ink or typewritten					<input checked="" type="checkbox"/> New	<input type="checkbox"/> Existing/Transfer
Applicant must check the appropriate box(es)						
1. Applicant is applying as a/an (select one)		<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Association or Other		
		<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation DJL ME Highlands Ranch 0019, LLC					FEIN Number 33-1465185	
2a. Trade Name of Establishment (DBA) Massage Envy Highlands Ranch			State Sales Tax Number 96454005-0001		Business Telephone 303-791-6637	
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 9471 S. University Blvd						
City Highlands Ranch		County Douglas		State CO	ZIP Code 80126	
4. Mailing Address (Number and Street) 101 W. Argonne Dr. #162		City or Town St. Louis		State MO	ZIP Code 63122	
5. Email Address libby@lovellclinics.com						
6. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): No, none of the below.						
A. Been denied a massage facility license?						
B. Had a massage facility license suspended or revoked?						
C. Had interest in another entity that had a massage facility license suspended or revoked?						
If you answered yes to 6A, B, or C, explain in detail on a separate sheet.						
7. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership , lease or other arrangement?						
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____						
If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:						
Landlord HRM SPE, LLC		Tenant DJL ME Highlands Ranch 0019, LLC		Expires 10/31/2035		
8. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.						
Last Name		First Name		Date of Birth	FEIN or SSN	Interest/Percentage
Last Name		First Name		Date of Birth	FEIN or SSN	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.						
9. Tax Information <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the application, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?						
10. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the application. All persons listed below must complete appropriate background checks. For additional information see application checklist.						
Name	Home Address, City & State		DOB	Position	%Owned	
David Lovell	901 Briar Green Ct, St. Louis, MO 63122		7/19/1965	Owner	100	
Name	Home Address, City & State		DOB	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 those disclosed herein owns 10% or more of the applicant entity						
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 all Colorado laws which affect my license.						
Authorized Signature 		Printed Name and Title David Lovell, Owner		Date 5/12/2026		

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,

DJL ME HIGHLANDS RANCH 0019 LLC

is a

Limited Liability Company

formed or registered on 10/17/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20248103898 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/27/2026 that have been posted, and by documents delivered to this office electronically through 05/28/2026 @ 16:35:12 .

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 05/28/2026 @ 16:35:12 in accordance with applicable law. This certificate is assigned Confirmation Number 18615259 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

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

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



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 DJL ME HIGHLANDS RANCH 0019 LLC

The principal office street address is

9471 S University Blvd
Highlands Ranch CO 80126
US

The principal office mailing address is

101 WEST ARGONNE 162
ST LOUIS MO 63122
US

The name of the registered agent is DAVID LOVELL

The registered agent's street address is

9471 S University Blvd
Highlands Ranch CO 80126
US

The registered agent's mailing address is

9471 S University Blvd
Highlands Ranch CO 80126
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

DAVID LOVELL
101 WEST ARGONNE 162
ST LOUIS MO 63122
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

DAVID LOVELL
101 WEST ARGONNE 162
ST LOUIS MO 63122
US

Message Envy

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into this 19th day of November, 2004, by and between Highlands Ranch Marketplace, LLC, a Colorado limited liability company ("Landlord") and LREIFF, Inc., a Colorado corporation d/b/a Massage Envy ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated July 30, 2004 (the "Lease") for certain premises identified therein as containing approximately 3,262 rentable square feet (the "Premises") located in the Shopping Center known as Highlands Ranch Marketplace; and

WHEREAS, the Premises has been remeasured and such was found to contain only approximately 3,201 rentable square feet; and

WHEREAS, Landlord and Tenant now therefore desire to amend the Lease to, among other things, redefine the Premises to reflect the actual rentable square footage thereof, to correspondingly modify the amount of Minimum Rent payable under the Lease, and to provide for certain resulting credits and payments due to and from Tenant, respectively.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Premises and Tenant's Pro Rata Share. As of December 1, 2004 (the "Effective Date"), the Premises, as defined in Article 1 of the Lease, shall be redefined for all purposes, including the determination of Tenant's Pro Rata Share thereunder, to mean that certain approximately 3,201 rentable square feet identified in the architect's remeasurement dated November 8, 2004.

2. Minimum Rent. Based upon the modified square footage of the Premises, Section 2.1 of the Lease shall be amended as of the Effective Date to provide for the payment by Tenant of the following Monthly Minimum Rent for the remainder of the Lease Term:

Lease Term	Monthly Minimum Rent Per Month
12/01/04 - 10/31/05	\$6,268.63 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,402.00 (\$24.00 psf)
11/01/06 - 10/31/07	\$6,535.38 (\$24.50 psf)
11/01/07 - 10/31/08	\$6,668.75 (\$25.00 psf)
11/01/08 - 10/31/09	\$6,802.13 (\$25.50 psf)

3. Adjustments to Minimum Rent and CAM Payments. Tenant acknowledges that it has not yet paid Monthly Minimum Rent and CAM for September and October, 2004. Landlord and Tenant agree that based upon the recalculation of square footage of the Premises, the amount due for such payments is \$3,878.54. Landlord and Tenant further agree that since Tenant's payments of Minimum Rent and CAM for August and November were based upon the original square footage, Tenant is entitled to a credit of \$258.35. Landlord also agrees in connection herewith to provide Tenant with an additional credit of \$1,620.19. Accordingly, Landlord and Tenant agree that the amount due \$2,000.00, as itemized in detail on the calculation attached hereto as Exhibit A. Such sum shall be paid by Tenant upon execution hereof.

D:\amerspectrum\highlandmkpl\lreiff\amend1

4. **Extension Option.** The Option to Extend attached to the Lease is hereby amended to provide for the payment of the following Minimum Rent during the Option Term, if properly exercised:

<u>Year</u>	<u>Minimum Rent Per Month</u>
1	\$6,935.50 (\$26.00 psf)
2	\$7,068.88 (\$26.50 psf)
3	\$7,202.25 (\$27.00 psf)
4	\$7,335.63 (\$27.50 psf)
5	\$7,335.63 (\$27.50 psf)

5. **Brokerage Fees.** Tenant warrants that no brokers are representing Tenant in this Amendment, and Tenant agrees to indemnify and hold harmless Landlord from any and all claims made by any broker claiming to be Tenant's representative.

6. **No Rental Abatement.** Tenant shall not receive nor be entitled to claim any free rent, rental abatement or other credits in connection with this Amendment except as expressly set forth above in paragraph 3. Monthly installments of Minimum Rent shall be due and payable as set forth herein and in the Lease, on the first day of each month.

6. **Ratification.** Except as expressly amended, modified or changed herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect during the Lease Term and Landlord and Tenant hereby ratify and reaffirm such terms, conditions and covenants and shall be bound thereby. Tenant further acknowledges that Landlord is not in default under the Lease and Tenant has no claims against Landlord for failure to perform any of its obligations thereunder.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Lease as of the day and year first above written.

LANDLORD:
HIGHLANDS RANCH MARKETPLACE, LLC
a Colorado limited liability company

TENANT:
LREIFF, INC.
a Colorado corporation

By Robert E. Simons
Its Manager

By [Signature]
Its President

TENANT'S NOTARY BLOCK

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of November, 2004 by _____ of _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public [SEAL]

Dd/amcspectrum/highlandmkp/lreiff/amend1

EXHIBIT "A" - ATTACHMENT TO ADMENDMENT #1

CREDIT DUE TO LREIFF, INC DBA MASSAGE ENVY RELATED TO A REDUCTION OF SQUARE FOOTAGE BY REMEASUREMENT OF LEASED SPACE:

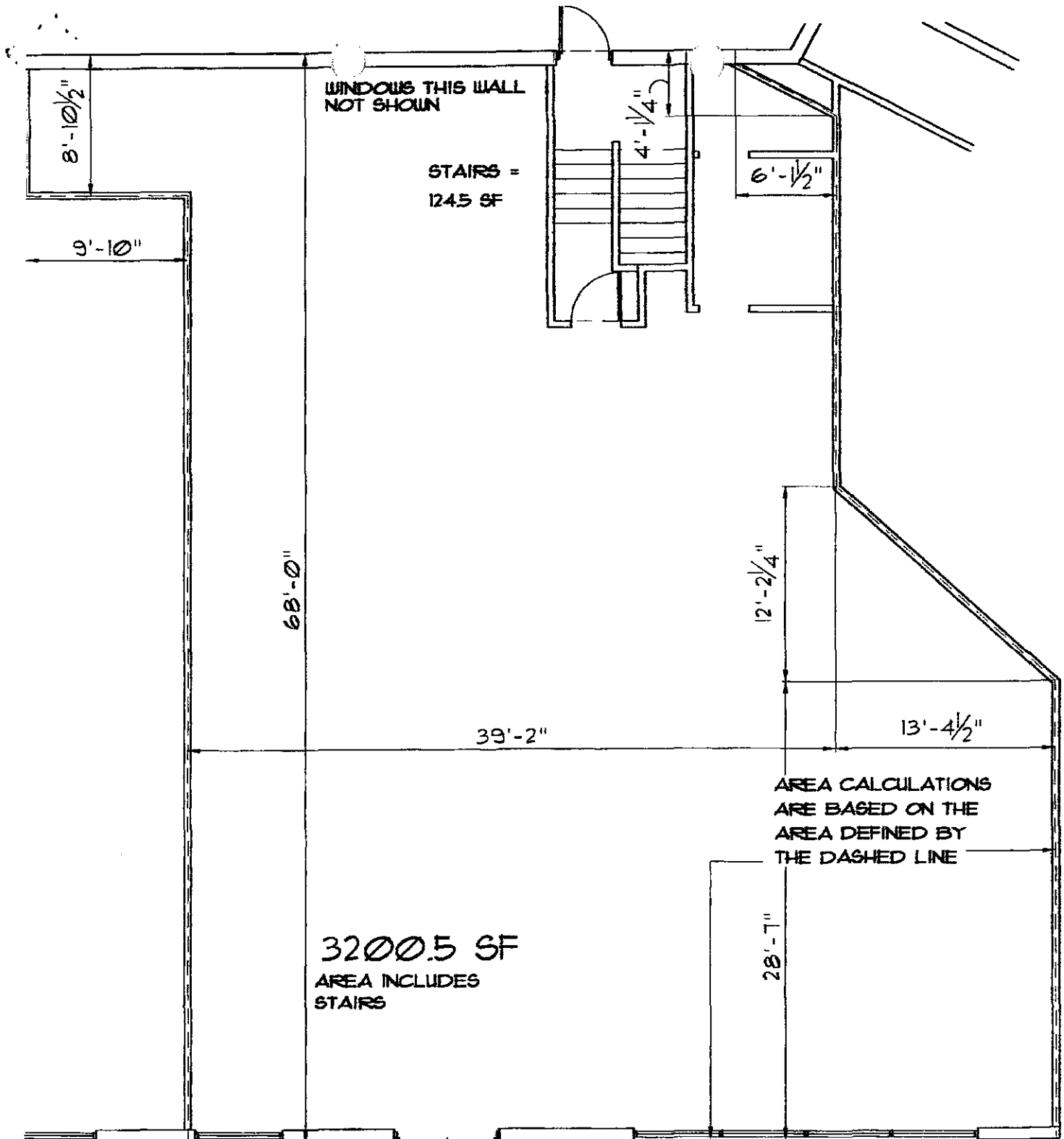
* Approximate square feet in Massage Envy leased space at signing of lease on July 30, 2004:	3,262	CREDIT DUE
* Remeasured square footage of leased space by the "Architects Office" on 11/8/04: (See attachment of newly remeasured space)	3,201	
(*) A Reduction in Square Footage of:	61	
* 2 CAM payments made by MASSAGE ENVY		
(1) August 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:	\$ 1976.23	
(*) August 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:	\$ 1939.27	
(*) A Credit due amounting to:	\$	36.96
(*) August 04 over-payment of CAM due by MASSAGE ENVY (Credit Due):	\$	64.98
(2) November 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:	\$ 1976.23	
(*) (*) November 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:	\$ 1939.27	
(*) A Credit due amounting to:	\$	36.96
* One RENT payment made by MASSAGE ENVY		
(1) November 04 Rent paid on basis of 3,262 sq ft x required rent of \$ 23.50:	\$6,388.08	
(*) November 04 Rent due on basis of 3,201 sq ft x required rent of \$ 23.50:	\$6,268.63	
(*) A Credit due amounting to:	\$	119.45
* TOTAL "CREDIT DUE" MASSAGE ENVY FOR CAM & RENT:	\$	258.35

PAYMENT DUE TO HIGHLANDS RANCH MARKETPLACE, LLC (HRM,LLC) FOR NON-PAYMENT OF SEPT & OCT 04 CAM BY LREIFF, INC:

* MASSAGE ENVY payments due for September & October 04 CAM based on 3,201 sf x \$7.27 still due amounting to \$ 1,939.27 per month for a total of:	\$3,878.54	PAYMENT DUE
(a) Tenant agrees that Landlord apply above CAM & RENT credit due amounting to \$ 258.35 to CAM amount still owed by Tenant:	\$	258.35
(*) CAM balance due to Landlord:		\$3,620.19
(b) Landlord agrees to reduce the above CAM of \$3,620.19 still owed by Massage Envy by \$1,620.19 as a "goodwill" gesture:	\$1,620.19	
* CAM BALANCE DUE TO HIGHLANDLANDS RANCH MARKETPLACE,LLC for September & October 2004 unpaid CAM Escrow from MASSAGE ENVY with the signing of ADMENDMENT #1:		\$2,000.00

 (Landlord's Signature) (Date)
 Highlands Ranch Marketplace, LLC

 (Tenant's signature) (Date)
 LREIFF, Inc Dba Massage Envy



3200.5 SF
 AREA INCLUDES
 STAIRS

AREA CALCULATIONS
 ARE BASED ON THE
 AREA DEFINED BY
 THE DASHED LINE

AREA PLAN 1/8" = 1'-0"
 9471 SOUTH UNIVERSITY BLVD.
 HIGHLANDS RANCH, COLORADO
 11-08-04

The Architects Office
 1872 South Ivanhoe Street
 Denver, Colorado
 303-593-1919

FOURTH AMENDMENT TO LEASE

This **FOURTH AMENDMENT TO LEASE** ("Fourth Amendment") is made and entered into on 07/02/24, by and between **HRM SPE, LLC, a Delaware limited liability company** ("Landlord") and **AFG ME West Highlands Ranch LLC, a Georgia limited liability company** ("Tenant").

WITNESSETH

WHEREAS, by Lease dated **July 30, 2004** (the "Original Lease") as amended by that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by that certain Second Amendment to Lease Agreement dated March 17, 2009, as amended by that certain Third Amendment to Lease dated February 26, 2014, as amended by that Landlord Consent to Sale of Business and Assignment and Assumption of the Lease dated July 15, 2019, collectively, (the "Lease"), Landlord did lease unto Tenant the premises located at **9471 S. University Boulevard**, Highlands Ranch Colorado 80126 (the "Premises") located in the **Highlands Ranch Marketplace** (the "Shopping Center") containing approximately **3,629 square feet**.

WHEREAS, the Term of the Lease expires on **October 31, 2024** and

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Tenant and Landlord wish to extend the Term of the Lease. The Lease is hereby extended and the parties hereby agree as follows:

- The Term of the Lease shall be extended for a period of **approximately one (1) year** beginning **November 1, 2024** and expiring **October 31, 2025** (the "Extension Term"). The Basic Annual Rent shall be as follows:

Term	Rent per SF/YR NNN	Monthly Base Rent	Total Term Base Rent
11/1/24-10/31/25	\$30.50	\$9,223.71	\$110,684.52

- Landlord will deliver the Premises in as-is condition.
- Extension Option. Provided that there has been no Event of Default under this Lease, Tenant will have the option to renew the Term of this Lease (the "Extension Option") for an additional term of five (5) years, subject to the provisions outlined herein, and in Exhibit 'B' of the Third Amendment. Should Tenant exercise the Extension Option per the applicable terms and conditions, Landlord shall provide Tenant with a rent credit in the amount of \$14,684.52 on November 1, 2025.**
- Tenant and Landlord each represent and warrant to the other that is has not employed any broker in regard to this **Fourth Amendment** and/or consummation of the transaction contemplated hereby except for Lauren Quiram with Matrix Group, Inc., who has acted as Landlord's agent. Landlord and Tenant affirm that no other broker or other person, firm, or entity are entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold each other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or action of the indemnifying party, including any costs, expenses, and/or attorney's fees reasonably incurred with respect thereto.
- Upon the occurrence of three or more Tenant defaults, whether monetary or non-monetary and whether or not cured, in any rolling 24-month period, at the Landlord's option, exercisable in the Landlord's sole discretion, such third and any subsequent Tenant default shall not be curable by Tenant, and/or the Security Deposit shall automatically be deemed released and paid by Tenant to and in favor of Landlord. Tenant acknowledges and agrees that the amount of such Security Deposit release is fair and reasonable to reimburse Landlord for its expected administrative costs incurred due to the occurrence of such Tenant default(s) and, further, that such Security Deposit release shall not be deemed a penalty, an interest payment, or satisfaction of any other amount that otherwise might be deductible by Landlord from the Security Deposit pursuant to this Lease. In the event Tenant continues in possession of the Premises after such Security Deposit release, Tenant shall make an additional payment to replenish the Security Deposit to the full required amount, due and payable with the next required monthly rent installment.
- Tenant shall not cause or allow the storage of any materials outdoors at or adjacent to the Premises, except for refuse enclosed in an appropriate refuse container in the Landlord-designated location and except for operable vehicles in designated parking spaces.

All terms not defined in this Amendment shall have the respective meanings ascribed to them in the Lease. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall prevail. Except as hereinabove amended, all terms and condition of the Lease shall remain unchanged and in full force and effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their

respective heirs, personal representatives, successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

As an alternative to physical delivery, any document or notice may be delivered in electronic form to Landlord or Tenant, any individual named in this Lease to receive documents or notices for such party, Broker or Brokerage Firm of a Broker working with such party (except any notice or delivery after lease execution must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile or e-mail.

IN WITNESS HEREOF, this Amendment shall be effective on the date of last execution and the date shall be set forth in the first paragraph of this Amendment where indicated above; provided, however, neither party shall be contractually obligated until this Amendment is fully executed by both parties and delivered with signatures by each to the other.

LANDLORD: HRM SPE, LLC, a Delaware limited liability company

TENANT: AFG ME West Highlands Ranch LLC, a Georgia limited liability

By: 
John Webb (Jul 2, 2024 20:01 MDT)

By: 
36E33210BEA2400 ..

John Webb, Manager

Mike Drum (Name), Authorized Signer (Title)

Date: 07/02/24

Date: July 2, 2024

LANDLORD CONSENT TO SALE OF BUSINESS AND ASSIGNMENT AND ASSUMPTION OF LEASE

THIS LANDLORD CONSENT TO SALE OF BUSINESS AND ASSIGNMENT AND ASSUMPTION OF LEASE (this "Consent") is entered into effective as of this 15th day of July 2019 (the "Effective Date"), by and between LReiff, Inc., a Colorado corporation ("Assignor"), Larry Reiff ("Reiff"), and AFG ME WEST HIGHALNDS RANCH, LLC, a Georgia limited liability company ("Assignee"), and HRM SPE, LLC, a Delaware limited liability company ("Landlord").

RECITALS:

A. Assignor is the lessee under that certain lease dated as of July 30, 2004 (the "Lease"), by and between Assignor as lessee and Landlord as lessor, as amended by that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by that certain Second Amendment to Lease Agreement dated March 17, 2009, as amended by that certain Third Amendment to Lease dated February 26, 2014 (collectively, the "Lease").

B. The Lease relates to 9471 South University Blvd., Highlands Ranch, CO 80126 (the "Premises").

C. Under the Lease, Landlord's consent to the sale of the membership interests and other assets and assignment of the Lease by Assignor to Assignee is required.

D. Landlord is unwilling to grant such consent absent the agreement by Assignor, Reiff (collectively, the "Tenant Parties") and Assignee with the terms and conditions set forth herein.

E. A complete and accurate copy of the Lease, Reiff's executed personal guaranty of the Lease (the "Existing Guaranty" and all amendments thereto are attached to this Consent as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Consent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ratification of Lease. The Lease, and all terms, provisions and conditions set forth therein are hereby ratified and confirmed by Landlord and the Tenant Parties and shall remain in full force and effect. In the event of any conflict or discrepancy between this Consent and the Lease, the terms and conditions of this Consent shall control and supersede the terms and conditions of the Lease.
2. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Lease, including but not limited to the security deposit under the Lease, subject to all terms, conditions, covenants, and agreements contained in the Lease, any amendments thereto or any other amendments to the Lease made during its term or any extension thereof (the "Assignment"). In making this Assignment, Reiff specifically acknowledges, for the benefit of Landlord, that he is not released from

his obligations under the Existing Guaranty and that he shall remain liable under the Existing Guaranty, jointly and severally, with Tenant for the performance of all terms, conditions, covenants and agreements set forth in the Lease, regardless of, without notice of, and including, any amendments to the Lease made during its term or any extension thereof.

3. Assumption of Lease. Assignee hereby accepts the Assignment set forth above, and expressly assumes and agrees to perform all the terms, conditions, covenants, and agreements of such Lease arising or accruing after the Effective Date hereof.
4. Personal Guaranty by Assignee. Landlord shall not require a new personal guaranty by Assignee and Reiff shall remain liable under the Existing Guaranty for the duration of the Lease.
5. Consent of Landlord. Landlord, for and in consideration of the sum of FIVE HUNDRED and NO/100 Dollars (\$500.00), which payment is the joint and several obligation of Reiff and Assignee, hereby consents to this Assignment, (i) without releasing Reiff from his obligations under the Existing Guaranty, (ii) subject to and contingent upon the full and complete performance by each of the Tenant Parties of all of the terms and conditions of the Lease, and the Existing Guaranty, (iii) specifically reserving all remedies available in law or equity against each of the Tenant Parties for any breach of any term, covenant, agreement or condition of the Lease, and (iv) without waiving any other right of Landlord under the Lease or otherwise available to Landlord in law or equity under the Lease or any personal guaranties of the Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first above written.

LANDLORD:

HRM SPE, LLC, a Delaware limited liability company

By: _____

John Webb, Manager

ASSIGNOR:

LReiff, Inc., a Colorado corporation

By: 

Larry Reiff, its OWNER

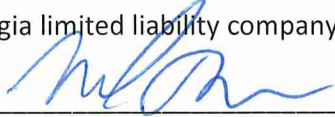
REIFF:

By: 

Larry Reiff, individually, as guarantor

ASSIGNEE:

AFG ME WEST HIGHLANDS RANCH, LLC, a
Georgia limited liability company

By: 
Mike Drum, Authorized Signatory

**“Exhibit A”
Existing Lease, Guaranty, Amendments**

[attached]

THIRD AMENDMENT

TO

LEASE AGREEMENT

This Third Amendment to the Lease Agreement (the "Third Amendment") is made as of the 26th day of February, 2014, by and between HRM SPE LLC, a Delaware limited liability company, as successors in interest of ACP HRM INVESTORS, LLC, A Colorado limited liability company ("Landlord") and LREIFF, INC., a Colorado corporation, dba Massage Envy. ("Tenant").

RECITALS:

- A. Landlord and Tenant, as successors-in-interest, are parties to that certain Lease dated July 30, 2004, as amended by a.) that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by; b.) that certain Second Amendment to Lease Agreement dated March 17, 2009 (collectively, the "Lease") with respect to the premises defined at 9471 South University Blvd., Highland Ranch, CO 80126 (the "Premises").
- B. The term of the Lease expires on October 31, 2014 ("Term").
- C. Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and expand the Tenant's space, all as provided in this Third Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Tenant and Landlord agree that the Lease is hereby amended as follows;

AGREEMENTS:

- 1. **Definitions.** All defined terms appear in this Third Amendment with the first letter of each word capitalized. All terms not defined in the Third Amendment shall have the same meanings ascribed to those terms in the Lease.
- 2. **Amendments.**
 - a. Tenant wishes to expand its square footage from 3,201 square feet by 428 square feet for a total of 3,629 square feet. Tenant's Pro Rata Share shall be increased from 8.98% to 10.18%.
 - b. Tenant hereby wishes to extend its current lease for an additional ten (10) years, commencing on November 1, 2014 and terminating on October 31, 2024 (the "Third Extended Term").
 - c. Commencing May 1, 2014, Minimum Rent shall be calculated according to the following schedule:

Landlord's Initials



1

Tenant's Initials



Specific Lease Term Dates	Minimum Monthly Rent	Total Rent	Per Sq. Ft.
5/1/14-10/31/14	\$ 8,129.58	\$ 56,907.06	\$ 26.88
11/1/14-10/31/15	\$ 7,862.83	\$ 94,354.00	\$ 26.00
11/1/15-10/31/16	\$ 8,014.04	\$ 96,168.50	\$ 26.50
11/1/16-10/31/17	\$ 8,165.25	\$ 97,983.00	\$ 27.00
11/1/17-10/31/18	\$ 8,316.46	\$ 99,797.50	\$ 27.50
11/1/18-10/31/19	\$ 8,467.67	\$ 101,612.00	\$ 28.00
11/1/19-10/31/20	\$ 8,618.88	\$ 103,426.50	\$ 28.50
11/1/20-10/31/21	\$ 8,770.08	\$ 105,241.00	\$ 29.00
11/1/21-10/31/22	\$ 8,921.29	\$ 107,055.50	\$ 29.50
11/1/22-10/31/23	\$ 9,072.50	\$ 108,870.00	\$ 30.00
11/1/23-10/31/24	\$ 9,223.71	\$ 110,684.50	\$ 30.50

Tenant acknowledges that all other amounts due and payable by Tenant to Landlord pursuant to the Lease shall remain unchanged as provide therein.

3. **Tenant Improvements.** Landlord shall perform the following work prior to May 1, 2014:
 - i. Construct, Carpet, Paint, and install Millwork in Expanded space of 428 sq. ft. and Reconfigure, Paint, and Floor Lobby/Waiting area/Tranquility room/Front Offices per "Exhibit A" with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - ii. Paint and Carpet Hallways with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - iii. Changes to Existing areas of the space (i.e. existing Therapy Rooms, Break room, storage rooms, and bathrooms), Reception desk, and finishes above standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013 are at Tenant's sole cost.
 - iv. Landlord to approve design, which approval shall not be unreasonably withheld.

4. **Guaranty.** Tenant's obligations under the Lease accruing on and after the Effective Date hereon shall continue to be personally guaranteed by Lawrence M. Reiff, under the same terms as defined by the Guaranty of Lease dated July 30, 2004. This Guaranty shall remain effective for the Ten-year extension and extend to the total Lease obligations of the 3,629 sq. ft.

5. **Option.** See "Exhibit B" attached hereto

6. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

Landlord's Initials



2

Tenant's Initials



7. **Lease Ratification; Estoppel.** Tenant acknowledges the following; (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

8. **Effects of Amendment.** This Lease, as amended and supplemented by this Third Amendment, is hereby ratified and shall remain in full force and effect. If this is any conflict between the terms of the Lease and the terms of this Third Amendment, then the terms of this Third Amendment shall prevail.

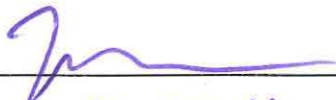
9. **Successors and Assigns.** This Third Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease as of the date first above written.

LANDLORD:

HRM SPE LLC

a Delaware limited liability company

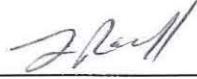
By: 
 Name: John C. Wells
 Its: Manager

TENANT:


LREIFF, INC.,

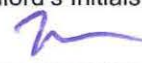
a Colorado corporation,

dba Massage Envy

By: 
 Name: LARRY REIFF
 Its: OWNER

GUARANTOR(S);

By: 
 Name: LARRY REIFF

Landlord's Initials



Tenant's Initials


Exhibit B

Option to Extend Term

26 Exhibit B to Third Amendment to the Lease Agreement (the "Third Amendment") dated February 26, 2014, between HRM SPE, LLC, a Delaware limited liability company ("Landlord"), and LREIFF, INC., a Colorado corporation, dba Massage Envy ("Tenant").

1. Option to Extend Term. Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an Event of Default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an Event of Default, then Tenant shall have, and is hereby granted, the option (the "Option") to extend the Term for one (1) additional period of five (5) years each (each, an "Extended Term", and together, the "Extended Terms"). Except for Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during each Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term after the expiration of the last of the Extended Terms. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during an Extended Term. If Tenant desires to exercise its Option to so extend the Term or an Extended Term, as the case may be, then it shall deliver a notice of exercise (the "Option Notice") to Landlord at least nine (9) months but not more than twelve (12) months prior to the current Termination Date, time being of the essence. If Tenant properly delivers an Option Notice, then the Termination Date of the Lease shall automatically be adjusted to refer to the date upon which the exercised Extended Term terminates. Unless otherwise specifically provided elsewhere in the Lease or in this Rider, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during any Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

2. Minimum Rent Adjustments. Minimum Rent for each Extended Term shall be calculated as follows:

The parties shall have thirty (30) days after Landlord receives the Option Notice to agree upon Minimum Rent for the Extended Term. If the parties agree on Minimum Rent for comparable space in the Highlands Ranch boundaries for the Extended Term during that period, then they shall immediately execute an amendment to this Lease stating Minimum Rent for the Extended Term. If the parties are unable to agree upon Minimum Rent for any Extended Term, then the parties shall each designate an appraiser holding the M.A.I. designation within ten (10) days after the expiration of the thirty (30) day period. If either the Landlord or the Tenant does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the "fair" Minimum Rent for the Extended Term. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third

Landlord's Initials

5

Tenant's Initials



appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) appraisers are given to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree on the third appraiser, either the Landlord or Tenant may petition the Judicial Arbiter Group for the selection of a third appraiser who meets the qualifications stated in this paragraph. Within ten (10) days thereafter, the three M.A.I. appraisers shall determine, by a majority consensus, the "fair" Minimum Rent for the Extended Term. As used in the preceding sentences, the term "'fair' Minimum Rent for the Extended Term" shall be the rental rate (including all escalations) at which tenants lease comparable space as of the commencement of the Extended Term. The term "comparable space" means retail space that is: (i) not subleased; (ii) not subject to another tenant's expansion rights; (iii) comparable in size, location, and quality to the Premises; (iv) leased for a term comparable to the first Extended Term; and (v) located in comparable buildings within the Shopping Center.

3. Right to Abatement of Rent Terminates Upon Exercise. If Tenant exercises an Option at any time when Tenant is paying a reduced Minimum Rent in accordance with any provision of the Lease, then Tenant shall be deemed to have waived its right to pay reduced Minimum Rent during the Extended Term. If Minimum Rent during any Extended Term is calculated based upon the Minimum Rent in effect immediately prior to the Extended Term, then the Minimum Rent during the Extended Term shall be calculated based upon the full Minimum Rent in effect at that time, and not based upon any reduced Minimum Rent that may have been permitted pursuant to this Lease.

4. Option Personal to Tenant. The Option is personal to Tenant and any Transferee pursuant to a Transfer approved by Landlord, and may not be exercised or assigned, voluntarily or involuntarily, by or to any other Person.

5. Restrictions on Exercise. Tenant shall not have the right to exercise the Option, notwithstanding anything set forth above to the contrary:


a. During the time commencing from the date the Landlord gives to Tenant a written notice that Tenant is in breach under any provisions of this Lease, and continuing until the breach alleged in the notice is cured;


b. During the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) continuing until the obligation is paid;

c. In the event that Landlord has given to Tenant two (2) or more notices of breach and a late charge has become payable under the Lease for each of such breaches, whether or not the breaches are subsequently cured during the applicable cure period and prior to the last day on which Tenant is entitled to exercise the Option.

6. No Extension of Time to Exercise. The period of time within which the Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Option because of the provisions of Section 5 of this Rider.

7. Termination of Extension Rights. All rights of Tenant under the provisions of this Rider shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Option, if, after such exercise, but prior to the commencement date of the Extended Term, (1) Tenant fails to pay

Landlord's Initials


Tenant's Initials


Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to commence to cure a default within five (5) days after the date Landlord gives notice to Tenant of such default; or, (3) Landlord gives Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured.

8. No Other Rights to Extend. Tenant shall have no other right to extend the Term of this Lease beyond the Extended Terms described in this Rider.

9. Definitions. Capitalized terms used in this Rider without definition shall have the definition assigned to such terms in the Lease, unless the context requires otherwise.

10. Full Force and Effect. Except as specifically modified by this Rider, the Lease remains in full force and effect.

Landlord's Initials



7

Tenant's Initials



"Exhibit A"

LEASED PREMISES

See construction drawings:

- A-01 thru A-04 dated March 6, 2014
- M-1 dated January 24, 2014
- E0.1, E1.1, E1.2 dated February 25, 14

Landlord's Initials

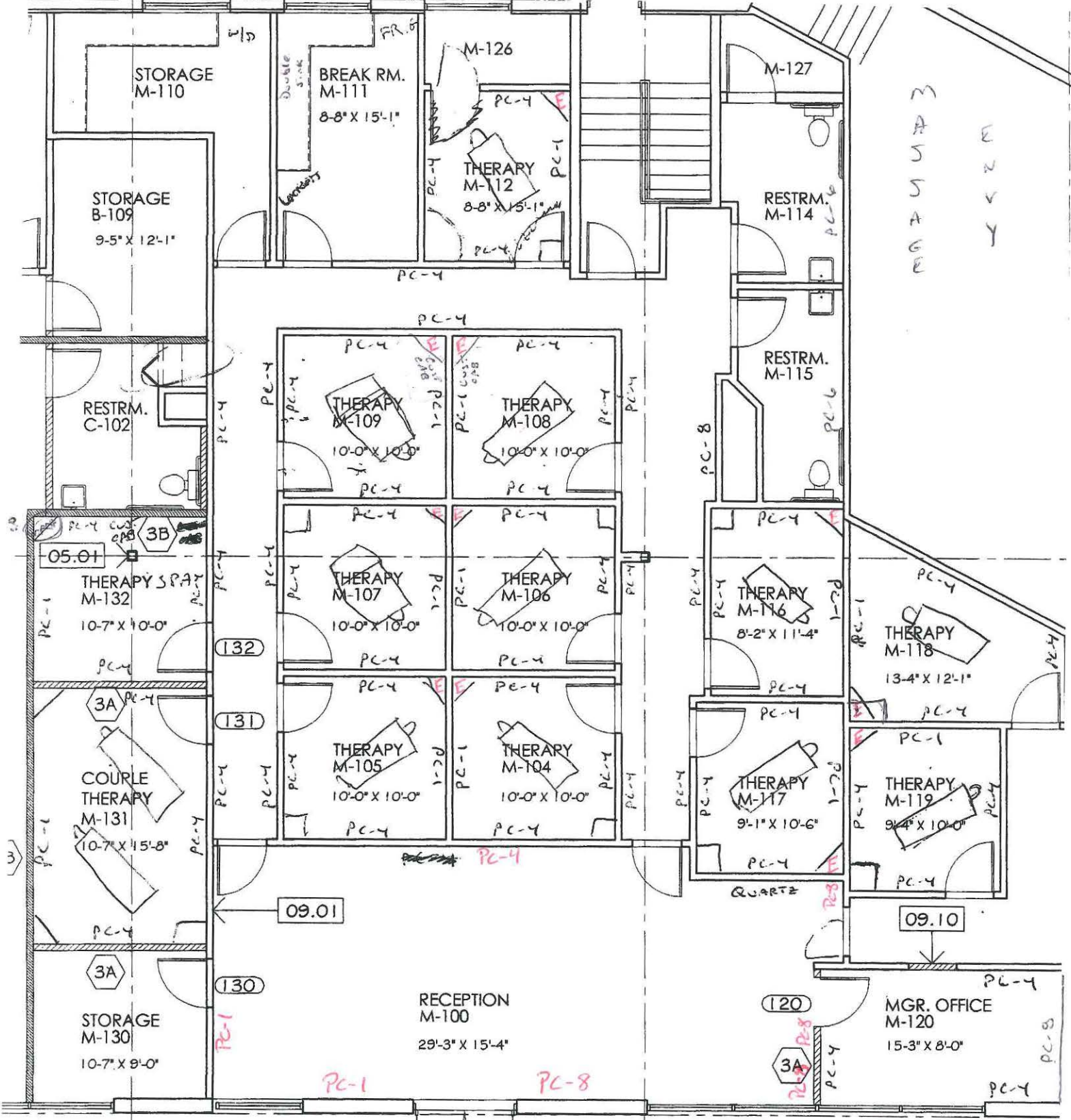


4

Tenant's Initials



MASSAGE
 Y
 <



▽ = CORNER SHELF

└ = CORNER CABINET

Q = QUARTZ WALL

PC-1 = ACCENT PAINT COLOR IN ROOMS (BUCKLE UP)

PC-4 = HALLWAYS / ROOMS (MT RUSHMORE ROCK)

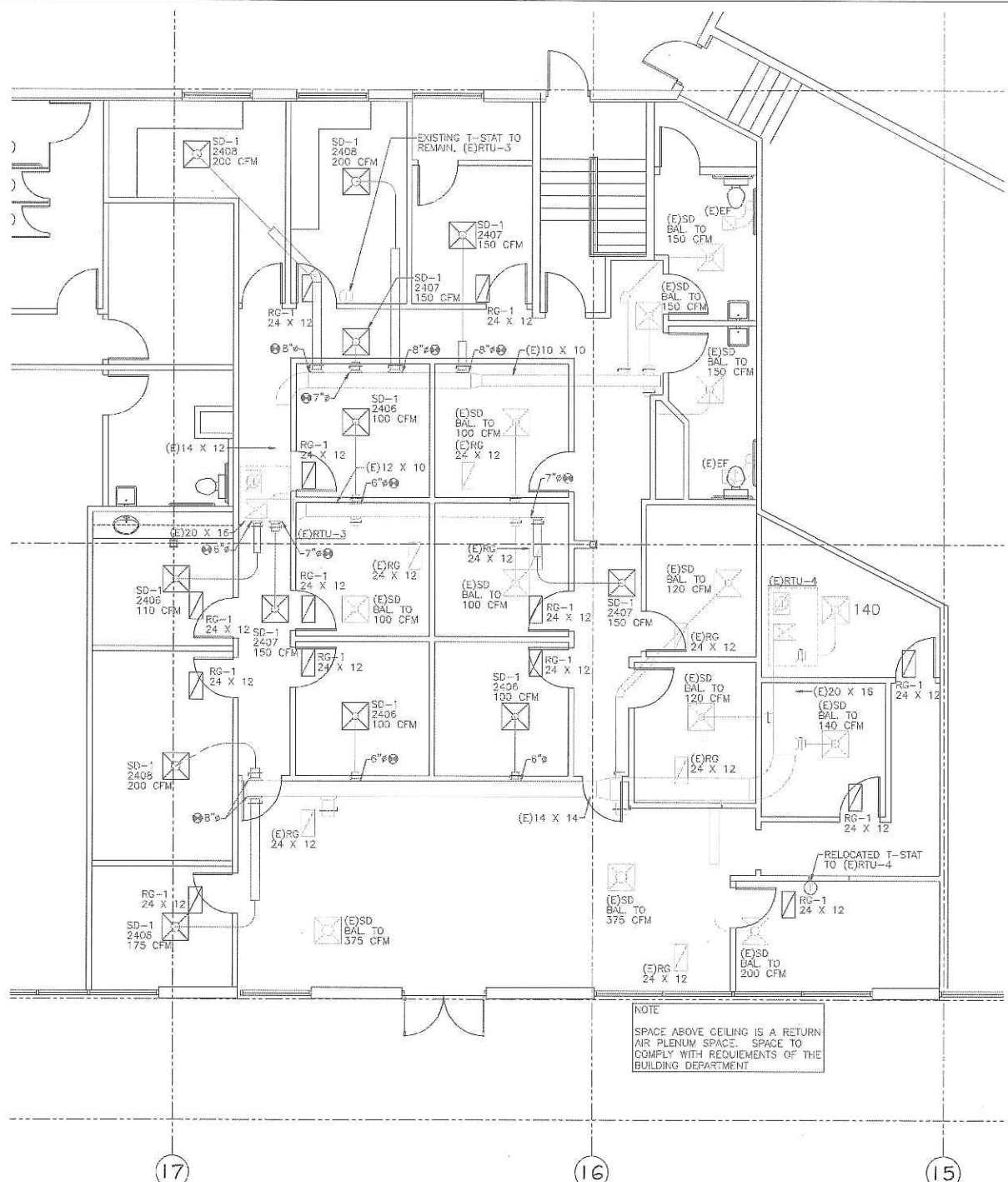
PC-6 = RESTROOMS (JAMESTOWN BLUE)

PC-8 = ACCENT HALL & LOBBY (GREEN)

Message Envy
 M12026-011 RPET - TANDUS OPTION 3 [LANDHALL 39308]
 Page 27 of 178

- Reception floor to be Det
 - M-109 & M-108 Cabinet Position to be determined

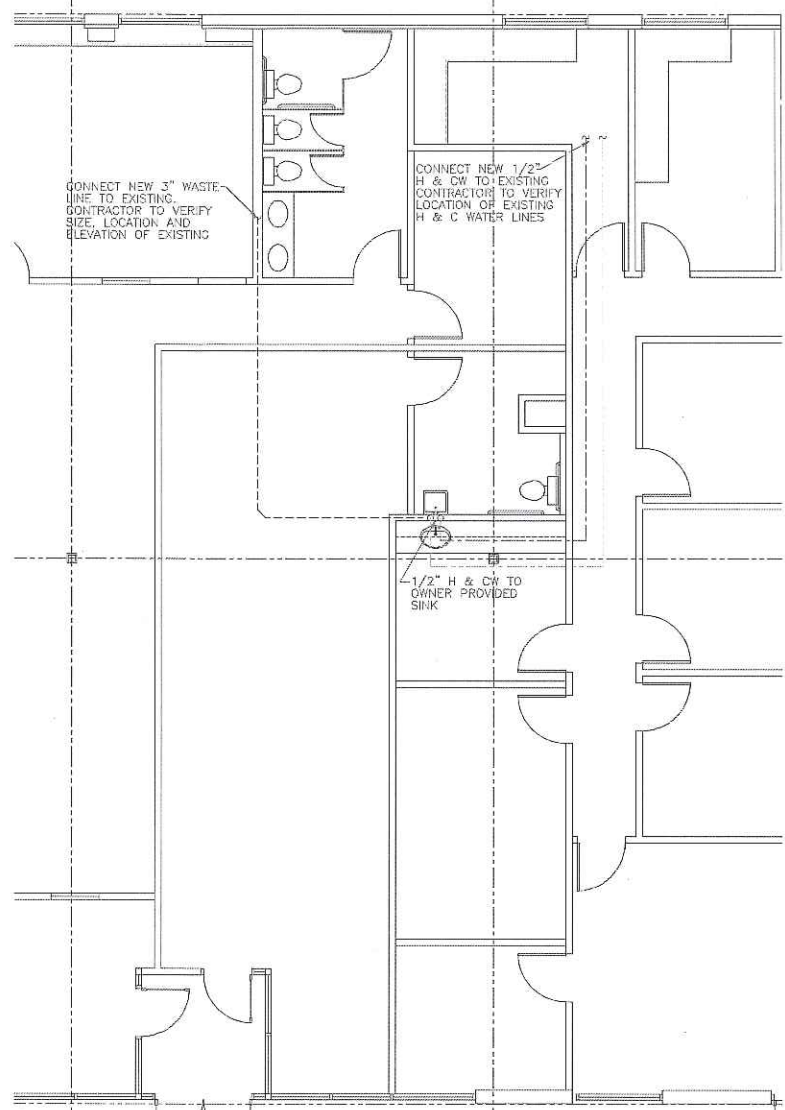
Determined by 3/3/14
 x JK



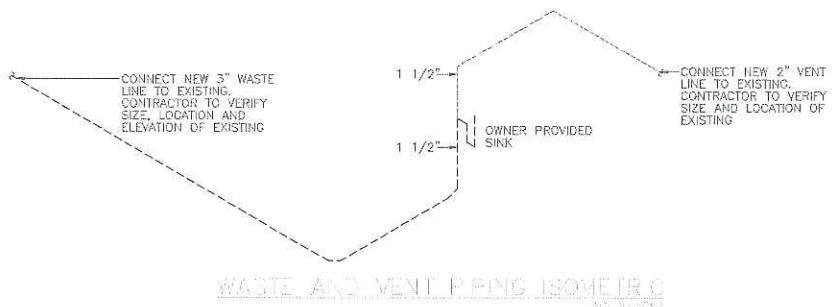
MESSAGE ENVY MECHANICAL FLOOR PLAN

MECHANICAL EQUIPMENT SCHEDULE

RTU-3	EXISTING ROOFTOP UNIT. 5 TONS NOMINAL COOLING CAPACITY. SERVICE UNIT TO AS NEW INCLUDING FILTERS, REFRIGERANT, AND LUBRICATE. CONTRACTOR TO VERIFY CONDITION OF UNIT AND REPORT AND DEFICIENCIES TO ENGINEER.
RTU-4	EXISTING ROOFTOP UNIT. 5 TONS NOMINAL COOLING CAPACITY. SERVICE UNIT TO AS NEW INCLUDING FILTERS, REFRIGERANT, AND LUBRICATE. CONTRACTOR TO VERIFY CONDITION OF UNIT AND REPORT AND DEFICIENCIES TO ENGINEER.



PARTIAL PLUMBING FLOOR PLAN



WASTE AND VENT PIPING ISOVIEW

GENERAL NOTES

- INSTALLATION IS TO BE COMPLETE AND OPERATIONAL AND IS TO BE IN ACCORD WITH BUILDING DEPARTMENT REQUIREMENTS. COORDINATE THE INSTALLATION IN EVERY RESPECT WITH WORK OF OTHER TRADES, EXISTING INSTALLATION, UTILITY COMPANY SERVICES AND STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.
- CUTTING AND PATCHING SHALL BE IN AN APPROVED MANNER, PATCH TO MATCH ADJACENT SURFACE. ROOF OPENINGS ARE TO BE COORDINATED WITH STRUCTURE. MAINTAIN REQUIRED CLEARANCE BETWEEN O.A. INTAKES AND EXHAUSTS, GAS VENTS AND PLUMBING VENTS.
- OBTAIN PAY FOR AND MAINTAIN PERMITS, LICENSES, CERTIFICATES OF INSPECTION, AND LIABILITY INSURANCE.
- FIELD CHECK EXISTING CONDITIONS AND INCLUDE ALL COSTS IN BID REQUIRED TO ACCOMMODATE EXISTING CONDITIONS AND TO PROVIDE A COMPLETE INSTALLATION.
- MECHANICAL MATERIALS AND EQUIPMENT SHALL BE NEW, UNLESS NOTED AS EXISTING, AND UL AND/OR AGA APPROVED WHERE APPLICABLE. THE CONTRACTOR SHALL SUBMIT MINIMUM THREE COPIES OF EQUIPMENT INFORMATION SHEETS FOR ENGINEER'S REVIEW. INFORMATION SHALL BEAR CONTRACTOR'S STATEMENT INDICATING COMPLIANCE WITH DOCUMENTS. CONTRACTOR AGREES SUBMITTALS PROCESSED BY THE ENGINEER ARE NOT CHANGE ORDERS; THAT THE PURPOSE OF SUBMITTALS IS TO DEMONSTRATE THE CONTRACTOR UNDERSTANDS THE DESIGN CONCEPT. THE CONTRACTOR SHALL PROVIDE A SCHEDULE FOR SUBMITTALS.
- MECHANICAL SYSTEMS INSTALLED UNDER THIS CONTRACT SHALL BE LEFT IN PROPER WORKING ORDER. REPLACE AT NO ADDITIONAL COST TO THE OWNER, WORK, MATERIALS OR EQUIPMENT WHICH EVIDENCES DEFECTS IN DESIGN, CONSTRUCTION, OR WORKMANSHIP WITHIN ONE YEAR OF DATE OF FINAL ACCEPTANCE. THIS IS TO INCLUDE DAMAGE AS A RESULT OF SUCH FAILURE.
- MAINTAIN AS-BUILT DRAWINGS, RECORD CONSTRUCTION VARIATIONS ON DRAWINGS. AT COMPLETION OF PROJECT SUBMIT DRAWINGS TO THE ARCHITECT.
- IDENTIFY MECHANICAL EQUIPMENT WITH ENGRAVED STOCK MELAMINE PLASTIC IDENTIFICATION PLATES, 1/16" THICK. INDICATE MANUFACTURER, MODEL NO., SERIAL NO., AND AREA SERVED.
- PROVIDE ACCESS TO MECHANICAL EQUIPMENT THAT REQUIRES SERVICE, MAINTENANCE OR ADJUSTMENT.
- NOT ALL DUCTWORK AND PIPING OFFSETS AND TRANSITIONS REQUIRED TO INSTALL THE WORK ARE SHOWN. FIELD MEASURE FOR EXACT REQUIREMENTS AND INSTALL ACCORDINGLY.
- STERILIZE DOMESTIC WATER DISTRIBUTION SYSTEM WITH CHLORINE OR HYPOCHLORITE AGENT. STERILIZE AND RINSE TO A LEVEL ACCEPTABLE WITH HEALTH DEPARTMENT.
- PIPE INSULATION: GLASS FIBER INSULATION; ANSI/ASTM C547; "K" VALUE 0.24 AT 75° F. KRAFT REINFORCED VAPOR BARRIER WITH SELF SEALING LAP.

PIPE SIZE:	RUNOUTS	THRU 1"	1 1/4"-2 1/4"	3"-6"	FINISH
DOM C.W.	---	1/2"	1/2"	1/2"	V.B.
DOM H.W.	---	1"	1"	1 1/2"	---
- DUCT INSULATION:

GENERAL:

DUCTS IN UNCONDITIONED ATTICS OR OUTSIDE BLDG:
SA MIN R-8, RA MIN R-4
DUCTS IN UNCONDITIONED BASEMENTS, CRAWL SPACES, GARAGES:
SA MIN R-5, RA MIN R-2

DUCTS IN CONDITIONED SPACE:

OUTSIDE OF DUCTS: GLASS FIBER INSULATION; ANSI/ASTM C612; "K" VALUE 0.29 AT 75° F. FOIL SCRIM FACING VAPOR BARRIER. LINER, INSIDE OF DUCT: GLASS FIBER; ANSI/ASTM C553; "K" VALUE 0.24 AT 75° F, 1.5 LB/CU FT. MIN DENSITY; COATED AIR SIDE FOR 2500 FT/MIN VELOCITY, 1" THICK. (DUCT SIZES ARE CLEAR INSIDE)

S.A. RECTANGULAR: 1", 1.5 LB/CU FT. LINE
S.A. ROUND: 1 1/2" INSULATION WITH VAPOR BARRIER

R.A. RECTANGULAR: MIN 15' FROM UNIT: 1", 1.5 LB/CU FT. LINE
O.A.: SAME AS SUPPLY DUCTS.
- PIPING MATERIALS:

A. WASTE AND VENT ABOVE GRADE:
CAST IRON, NO-HUB FITTINGS: CISPI 301
COPPER, SOLDER JOINTS: ASTM B88 DWV
PVC SCH 40; ASTM F1488
STAINLESS STEEL TYPE 304; ASME A112.3.1

B. WASTE AND VENT BELOW GRADE:
CAST IRON, NO-HUB FITTINGS: CISPI 301
COPPER, SOLDER JOINTS: ASTM B88 TYPE L
PVC SCH 40; ASTM F1488
STAINLESS STEEL TYPE 304; ASME A112.3.1

C. DOMESTIC WATER ABOVE GRADE:
COPPER, LEAD FREE SOLDER: ASTM B88 TYPE M

D. DRAIN LINES:
COPPER: ASTM B88 DWV

E. PLUMBING FIXTURE SUPPLIES:
CHROME PLATED BRASS

F. GAS PIPING ABOVE GRADE:
2" AND SMALLER, BLACK STEEL SCH 40;
ASTM A53, TYPE F WITH SCREWED JOINTS. (CONCEALED TO BE WELDED).
- DUCTWORK: (MAX DUCT PRESSURE 2.0 INCHES WG) GALVANIZED SHEET METAL FABRICATED AND INSTALLED TO COMPLY WITH NFPA 90A/ SMACNA LOW VELOCITY DUCT STANDARDS. DUCT SIZES ARE CLEAR INSIDE DIMENSIONS. SEAL ALL DUCT JOINTS WITH LISTED MASTICS AND/OR TAPES. MASTICS AND TAPES TO BE LISTED AND LABELED PER UL 181A OR UL181B. NOTE: FOR SYSTEMS ABOVE 2" WG SEE IECC, SMACNA, IMC.
- FLEXIBLE DUCT WORK: TO BE AIR TIGHT INSULATED WITH VAPOR BARRIER AND REINFORCED LINER BONDED TO WIRE HELIX. CONFORM TO NFPA 90A AND UL 181 CLASS 1. MAX LENGTH 8 FT. CONNECT WITH STAINLESS STEEL DRAW BAND WITH WORM GEAR OPERATOR. DUCT CONNECTIONS CONICAL SPIN-IN CONNECTORS WITH MANUAL DAMPERS.
- PAINT DUCTWORK ABOVE CEILING RETURN GRILLES FLAT BLACK.
- BALANCE AIR SYSTEM IN ACCORDANCE WITH STANDARD OF NEBB. SUBMIT BALANCE INFORMATION ON STANDARD FORMS PREPARED BY NEBB OR EQUIVALENT. THE SYSTEMS SHALL BE BALANCED TO PLUS 10% - 5% OF THE INDICATED QUANTITIES. SUBMIT THREE COPIES OF REPORT FOR ENGINEER'S REVIEW. THE BALANCE CONTRACTOR SHALL BE AN INDEPENDENT LICENSED BALANCING CONTRACTOR.

CLIENT INFORMATION:
MATRIX GROUP INC.
2550 SOUTH PARKER ROAD
SUITE 150
AURORA, COLORADO 80014
ALEXANDER@MATRIX

PROJECT INFORMATION:
MESSAGE ENVY
9473 SOUTH UNIVERSITY BLVD.
HIGHLANDS RANCH, COLORADO 80126

KEENAN CONSULTING GROUP

2174 SOUTH BRADWAY
DENVER, COLORADO
80210
PHONE: 303-282-9411
FAX: 303-282-9412
E-MAIL:
Keenanca@keenaneng.com

REVISIONS

NO.	DATE	REVISION

PROJECT & SHEET TITLE

EQUIPMENT AND DRAWING NOTES

DATE	1-24-14
DRAWN BY	EAD
CHECKED BY	RDK
PROJECT NUMBER	
SHEET NUMBER	M-1
SHEET	1 OF 1

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

This Second Amendment to Lease Agreement (the "**Second Amendment**") is made as of the 17th day of March, 2009, by and between ACP HRM INVESTORS, LLC, a Colorado limited liability company ("**Landlord**") and LREIFF, Inc., a Colorado corporation ("**Tenant**").

RECITALS:

- A. Landlord is the owner of certain real property located in Douglas County, State of Colorado, known as Highlands Ranch Marketplace ("the **Shopping Center**").
- B. Landlord, as successor-in-interest, and Tenant are parties to that certain Lease dated July 30, 2004, as amended by that certain First Amendment to Lease dated November 19, 2004 (collectively, the "**Lease**"), which covers a portion of the Shopping Center, known as 9471 South University Boulevard, Highlands Ranch, CO 80126 (the "**Premises**").
- C. Landlord and Tenant desire to amend the Lease as provided in this Second Amendment.

AGREEMENTS:

1. **Definitions.** All defined terms appear in this Second Amendment with the first letter of each word capitalized. All terms not defined in this Second Amendment shall have the same meanings ascribed to those terms in the Lease.

2. **Amendments.**

- (i) Tenant hereby elects to exercise its option to extend the Term as set forth in the Exhibit to the Lease entitled "Option to Extend". Pursuant to the terms thereof, the Option Term shall commence on November 1, 2009 and will expire on October 31, 2014 (the "**Option Term**").
- (ii) Section A of the Exhibit to the Lease entitled "Option to Extend" shall be deleted in its entirety and replaced with the following:

The monthly Minimum Rent for each Lease Year of the Option Term shall be as follows:

Option Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/09 – 10/31/10	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/10 – 10/31/11	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/11 – 10/31/12	\$ 6,935.50	\$ 83,226.00	\$ 26.00
11/01/12 – 10/31/13	\$ 7,068.88	\$ 84,826.50	\$ 26.50
11/01/13 – 10/31/14	\$ 7,202.25	\$ 86,427.00	\$ 27.00

All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Option Term

- (iii) Exhibit C to the Lease is hereby deleted in its entirety and replaced with the following text:

If the Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Landlord shall provide to Tenant an allowance (the "**Allowance**") for partial reimbursement of the cost of remodeling the Premises in an amount not to exceed Twenty-Four Thousand and Seven Dollars and 50/100 (\$24,007.50). Payment of the Allowance shall be made to Tenant by Landlord within thirty (30) days after Landlord's receipt of Tenant's written request accompanied by copies of all invoices and final and unconditional lien waivers from Tenant's contractor and all subcontractors and suppliers who furnished labor and/or materials in connection with the remodeling the Premises.

(iv) The following Article XXI is hereby added to the Lease:

ARTICLE XXI

Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an event of default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an event of default, then Tenant shall have, and is hereby granted an option (the "**Option**") to extend the Term for an additional five (5) years (the "**Extended Term**"). Except for monthly Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during the Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Additional Extended Term. If Tenant desires to exercise its Option to so extend the Term, then it shall deliver a notice of exercise (the "**Option Notice**") to Landlord on or before March 1, 2014, but not before November 1, 2013, time being of the essence. If Tenant properly delivers an Option Notice, then the Term of the Lease shall automatically be extended and shall expire on October 31, 2019. Unless otherwise specifically provided elsewhere in the Lease, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during the Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

The monthly Minimum Rent for the Extended Term shall be calculated as follows:

Extended Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/14 – 10/31/15	\$ 7,602.24	\$ 91,228.50	\$ 28.50
11/01/15 – 10/31/16	\$ 7,735.75	\$ 92,829.00	\$ 29.00
11/01/16 – 10/31/17	\$ 7,869.13	\$ 94,429.50	\$ 29.50
11/01/17 – 10/31/18	\$ 8,002.50	\$ 96,030.00	\$ 30.00
11/01/18 – 10/31/19	\$ 8,135.88	\$ 97,630.50	\$ 30.50

3. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

4. **Lease Ratification; Estoppel.** Tenant acknowledges the following: (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except

as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

5. **Effect of Amendment.** This Lease, as amended and supplemented by this Second Amendment, is hereby ratified and shall remain in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Second Amendment, then the terms of this Second Amendment shall prevail.

This Second Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the date first above written.

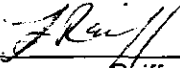
LANDLORD:

TENANT:

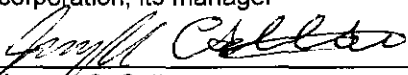
ACP HRM INVESTORS, LLC, a Colorado limited liability company

LREIFF, INC., a Colorado corporation

By: ACP DGSC INVESTORS, LLC, an Arizona limited liability company, its sole member

By: 
Name: Lawrence Reiff
Its: President

By: A & C Properties, Inc., an Arizona corporation, its manager

By: 
Name: Joseph C. Cattaneo
Its: President

Message Envy

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into this 19th day of November, 2004, by and between Highlands Ranch Marketplace, LLC, a Colorado limited liability company ("Landlord") and LREIFF, Inc., a Colorado corporation d/b/a Massage Envy ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated July 30, 2004 (the "Lease") for certain premises identified therein as containing approximately 3,262 rentable square feet (the "Premises") located in the Shopping Center known as Highlands Ranch Marketplace; and

WHEREAS, the Premises has been remeasured and such was found to contain only approximately 3,201 rentable square feet; and

WHEREAS, Landlord and Tenant now therefore desire to amend the Lease to, among other things, redefine the Premises to reflect the actual rentable square footage thereof, to correspondingly modify the amount of Minimum Rent payable under the Lease, and to provide for certain resulting credits and payments due to and from Tenant, respectively.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Premises and Tenant's Pro Rata Share. As of December 1, 2004 (the "Effective Date"), the Premises, as defined in Article 1 of the Lease, shall be redefined for all purposes, including the determination of Tenant's Pro Rata Share thereunder, to mean that certain approximately 3,201 rentable square feet identified in the architect's remeasurement dated November 8, 2004.

2. Minimum Rent. Based upon the modified square footage of the Premises, Section 2.1 of the Lease shall be amended as of the Effective Date to provide for the payment by Tenant of the following Monthly Minimum Rent for the remainder of the Lease Term:

Least Term	Monthly Minimum Rent Per Month
12/01/04 - 10/31/05	\$6,268.63 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,402.00 (\$24.00 psf)
11/01/06 - 10/31/07	\$6,535.38 (\$24.50 psf)
11/01/07 - 10/31/08	\$6,668.75 (\$25.00 psf)
11/01/08 - 10/31/09	\$6,802.13 (\$25.50 psf)

3. Adjustments to Minimum Rent and CAM Payments. Tenant acknowledges that it has not yet paid Monthly Minimum Rent and CAM for September and October, 2004. Landlord and Tenant agree that based upon the recalculation of square footage of the Premises, the amount due for such payments is \$3,878.54. Landlord and Tenant further agree that since Tenant's payments of Minimum Rent and CAM for August and November were based upon the original square footage, Tenant is entitled to a credit of \$258.35. Landlord also agrees in connection herewith to provide Tenant with an additional credit of \$1,620.19. Accordingly, Landlord and Tenant agree that the amount due \$2,000.00, as itemized in detail on the calculation attached hereto as Exhibit A. Such sum shall be paid by Tenant upon execution hereof.

Dd8/amerspectrum/highlandmkpl/lreiff/amend1

4. **Extension Option.** The Option to Extend attached to the Lease is hereby amended to provide for the payment of the following Minimum Rent during the Option Term, if properly exercised:

<u>Year</u>	<u>Minimum Rent Per Month</u>
1	\$6,935.50 (\$26.00 psf)
2	\$7,068.88 (\$26.50 psf)
3	\$7,202.25 (\$27.00 psf)
4	\$7,335.63 (\$27.50 psf)
5	\$7,335.63 (\$27.50 psf)

5. **Brokerage Fees.** Tenant warrants that no brokers are representing Tenant in this Amendment, and Tenant agrees to indemnify and hold harmless Landlord from any and all claims made by any broker claiming to be Tenant's representative.

6. **No Rental Abatement.** Tenant shall not receive nor be entitled to claim any free rent, rental abatement or other credits in connection with this Amendment except as expressly set forth above in paragraph 3. Monthly installments of Minimum Rent shall be due and payable as set forth herein and in the Lease, on the first day of each month.

6. **Ratification.** Except as expressly amended, modified or changed herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect during the Lease Term and Landlord and Tenant hereby ratify and reaffirm such terms, conditions and covenants and shall be bound thereby. Tenant further acknowledges that Landlord is not in default under the Lease and Tenant has no claims against Landlord for failure to perform any of its obligations thereunder.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Lease as of the day and year first above written.

LANDLORD:
HIGHLANDS RANCH MARKETPLACE, LLC
a Colorado limited liability company

TENANT:
LREIFF, INC.
a Colorado corporation

By Robert E. Simons
Its Manager

By [Signature]
Its President

TENANT'S NOTARY BLOCK

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of November, 2004 by _____ of _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public [SEAL]

Dd/amc/spectrum/highlandmkp/lreiff/amend1

EXHIBIT "A" - ATTACHMENT TO ADMENDMENT #1

CREDIT DUE TO LREIFF, INC DBA MASSAGE ENVY RELATED TO A REDUCTION OF SQUARE FOOTAGE BY REMEASUREMENT OF LEASED SPACE:

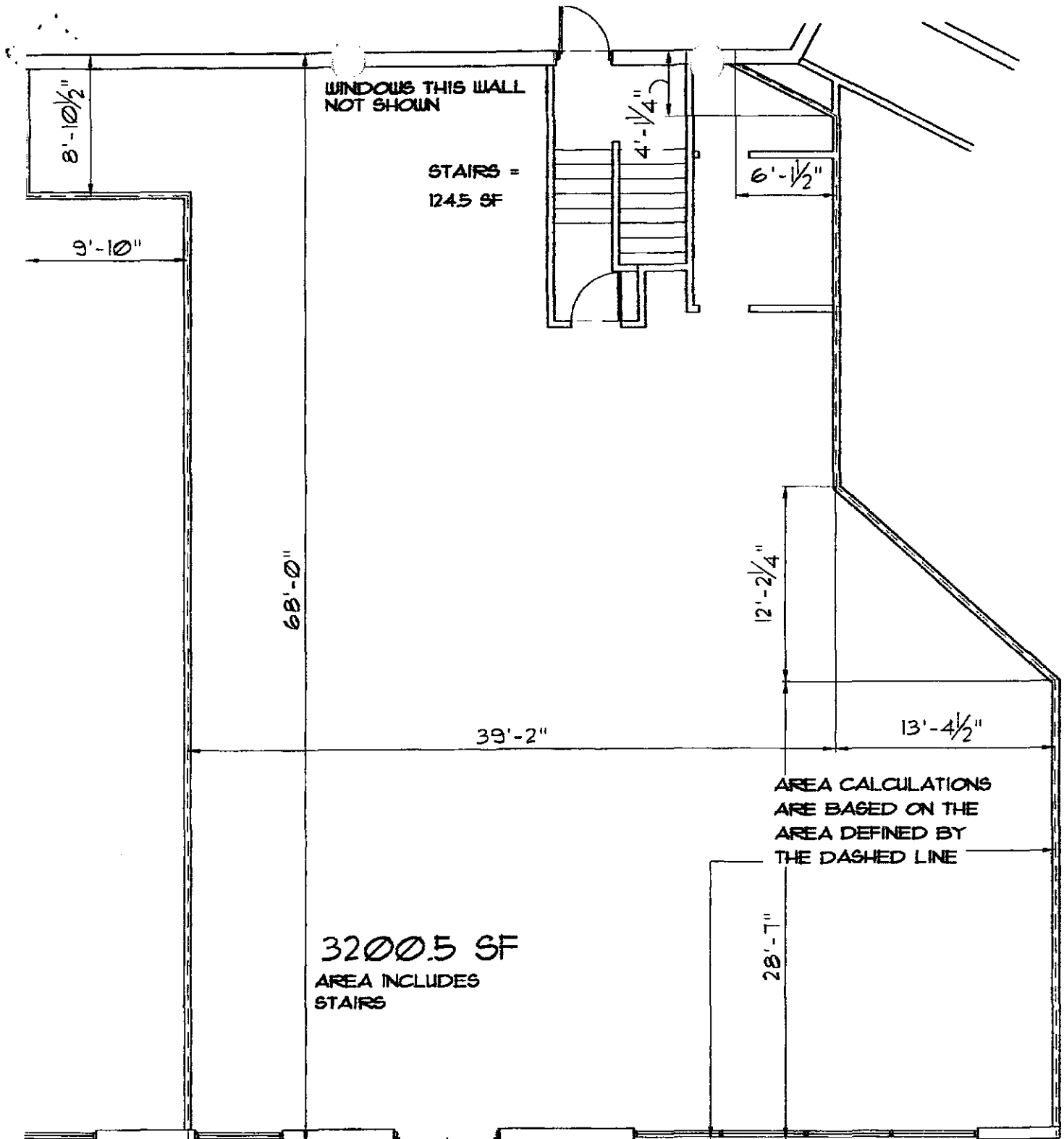
* Approximate square feet in Massage Envy leased space at signing of lease on July 30, 2004:		CREDIT DUE	
		3,262	
* Remeasured square footage of leased space by the "Architects Office" on 11/8/04: (See attachment of newly remeasured space)		3,201	
(*) A Reduction in Square Footage of:		61	
* 2 CAM payments made by MASSAGE ENVY			
(1) August 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:		\$ 1976.23	
(*) August 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:		\$ 1939.27	
(*) A Credit due amounting to:		\$	36.96
(*) August 04 over-payment of CAM due by MASSAGE ENVY (Credit Due):		\$	64.98
(2) November 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:		\$ 1976.23	
(*) (*) November 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:		\$ 1939.27	
(*) A Credit due amounting to:		\$	36.96
* One RENT payment made by MASSAGE ENVY			
(1) November 04 Rent paid on basis of 3,262 sq ft x required rent of \$ 23.50:		\$6,388.08	
(*) November 04 Rent due on basis of 3,201 sq ft x required rent of \$ 23.50:		\$6,268.63	
(*) A Credit due amounting to:		\$	119.45
* TOTAL "CREDIT DUE" MASSAGE ENVY FOR CAM & RENT:		\$	258.35

PAYMENT DUE TO HIGHLANDS RANCH MARKETPLACE, LLC (HRM,LLC) FOR NON-PAYMENT OF SEPT & OCT 04 CAM BY LREIFF, INC:

* MASSAGE ENVY payments due for September & October 04 CAM based on 3,201 sf x \$7.27 still due amounting to \$ 1,939.27 per month for a total of:		\$3,878.54	PAYMENT DUE
(a) Tenant agrees that Landlord apply above CAM & RENT credit due amounting to \$ 258.35 to CAM amount still owed by Tenant:		\$	258.35
(*) CAM balance due to Landlord:			\$3,620.19
(b) Landlord agrees to reduce the above CAM of \$3,620.19 still owed by Massage Envy by \$1,620.19 as a "goodwill" gesture:		\$1,620.19	
* CAM BALANCE DUE TO HIGHLANDLANDS RANCH MARKETPLACE,LLC for September & October 2004 unpaid CAM Escrow from MASSAGE ENVY with the signing of ADMENDMENT #1:			\$2,000.00

 (Landlord's Signature) (Date)
 Highlands Ranch Marketplace, LLC

 (Tenant's signature) (Date)
 LREIFF, Inc Dba Massage Envy



AREA PLAN $1/8" = 1'-0"$
 9471 SOUTH UNIVERSITY BLVD.
 HIGHLANDS RANCH, COLORADO
 11-08-04

The Architects Office
 1872 South Ivanhoe Street
 Denver, Colorado
 303-593-1919

LEASE AGREEMENT

Highlands Ranch Marketplace, LLC

(as Landlord)

and

**LREIFF, Inc. a Colorado corporation,
Db a Massage Envy**

(as Tenants)

LEASE AGREEMENT

Table of Contents

ARTICLE I Grant and Term

- Section 1.1 Demised Premises
- Section 1.2 Description and Development of the Shopping Center
- Section 1.3 Term
- Section 1.4 Supplemental Agreement
- Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term
- Section 1.6 Opening of Tenant's Store

ARTICLE II Rent

- Section 2.1 Minimum Rent
- Section 2.2 Remeasurement
- Section 2.3 Reports by Tenant
- Section 2.4 Additional Rent
- Section 2.5 Past Due Minimum Rent and Additional Rent

ARTICLE III Tenant's Work in the Premises

- Section 3.1 Tenant's Obligations

ARTICLE IV Use of Premises

- Section 4.1 Use of Premises
- Section 4.2 Continued Use
- Section 4.3 Compliance With Laws and Regulations
- Section 4.4 Standard of Operation
- Section 4.5 Competition
- Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises

ARTICLE V Maintenance and Repairs

- Section 5.1 By Landlord
- Section 5.2 By Tenant
- Section 5.3 Surrender of Premises

ARTICLE VI Taxes

- Section 6.1 Landlord's Responsibility
- Section 6.2 Tenant's Additional Rent
- Section 6.3 Other Taxes

ARTICLE VII Common Areas and Maintenance Thereof

- Section 7.1 Common Areas
- Section 7.2 Parking Area and Lighting

ARTICLE VIII Shopping Center Operating Costs

- Section 8.1 Shopping Center Operating Costs Defined
- Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs
- Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of Shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums

ARTICLE IX Utilities

- Section 9.1 Charges

ARTICLE X Fixtures, Signs, and Alterations

- Section 10.1 Fixtures
- Section 10.2 Signs
- Section 10.3 Alterations

ARTICLE XI Public Liability Insurance

Section 11.1	Tenant's Liability Insurance
Section 11.2	Indemnification of Landlord
Section 11.3	Indemnification of Tenant
ARTICLE XII	Casualty Insurance
Section 12.1	Insurance Coverage by Landlord
Section 12.2	Tenant's Additional Rent
Section 12.3	Insurance Coverage by Tenant
Section 12.4	Protection from Subrogation
Section 12.5	Additional Hazards
ARTICLE XIII	Damage by Fire or Other Casualty
Section 13.1	Notice
Section 13.2	Partial Damage
Section 13.3	Substantial Damage
Section 13.4	Damage During Last Two Years of Lease Term
Section 13.5	Abatement
Section 13.6	Definition of Substantial Damage
ARTICLE XIV	Eminent Domain
Section 14.1	Partial or Total Condemnation
ARTICLE XV	Assignment and Subletting
Section 15.1	Consent Required
ARTICLE XVI	Additional Construction
Section 16.1	Additions and Changes to the Shopping Center
ARTICLE XVII	Default
Section 17.1	Tenant's Default
Section 17.2	Landlord's Lien
ARTICLE XVIII	Subordination or Superiority of Lease
Section 18.1	Lease Subordination or Superior to Deed of Trust
ARTICLE XIX	Miscellaneous Provisions
Section 19.1	Holding Over
Section 19.2	No Partnership
Section 19.3	Covenant of Quiet Enjoyment
Section 19.4	Statement of Performance
Section 19.5	Notice to Mortgagee
Section 19.6	Assignment of Rents and Leases
Section 19.7	Invalidation of Particular Provisions
Section 19.8	Provisions Binding. Etc
Section 19.9	Governing Law
Section 19.10	Ownership of Tenant
Section 19.11	Notice of Default
Section 19.12	Garbage and Refuse Collection
Section 19.13	Landlord's Interest
Section 19.14	Rules and Regulations
Section 19.15	Delivery of Goods
Section 19.16	Notices
Section 19.17	Paragraph Headings
Section 19.18	Entire Agreement
Section 19.19	Declaration
Section 19.20	Bankruptcy
Section 19.21	Authorization
Section 19.22	Advertising and Promotion
Section 19.23	Substitution of Premises
Section 19.24	Hazardous Substances

ARTICLE XX Deposit

 Section 20.1 Deposit

Other Attachments or Exhibits

 Exhibit A Demised Premises

 Exhibit A-1 Landlords Parcel/Other Parcel

 Exhibit B Legal Description of Shopping Center

 Exhibit C Work Letter

 Exhibit D Sign Criteria

 Exhibit E Estoppel Certificate

 Guaranty of Lease

 Option to Extend

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of JULY, 2004, by and between Highlands Ranch Marketplace, LLC "Landlord," and, LREIFF, Inc., a Colorado corporation, dba Massage Envy, hereinafter referred to as "Tenant."

ARTICLE I
Grant and Term

Section 1.1 Demised Premises In consideration of the rents, covenants, and agreements herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease and demise unto Tenant the portion of the building shown as the area crosshatched on Exhibit A annexed hereto and made a part hereof (the "demised premises" or "premises"), containing approximately 3,262 square feet of floor area (floor area is measured from the outside of exterior walls of the building to the center of the interior walls of the demised premises and including one half of the common rear access hallway). Said building is a part of a shopping center located on a parcel of real property described on Exhibit B in Douglas County, Colorado (the "Tract"); the Tract and all improvements now or hereafter constructed thereon are collectively referred to herein as the "Shopping Center." Landlord hereby reserves unto itself the roof and exterior walls of the building of which the demised premises are a part and the right to place in the demised premises (in such manner as to reduce to a minimum the interference with Tenant's use of the demised premises) utility lines, pipes, and the like to serve premises other than the demised premises, and to replace, maintain, and repair such utility lines, pipes, and the like in, over, and upon the demised premises. Tenant agrees that the floor area, the Minimum Rent and Tenant's "pro rata share," as those terms are defined herein, may be recalculated in the event that the Shopping Center, Landlord's Parcel and/or the premises are re-measured at any time during the Lease Term, as hereinafter defined, and it is determined that the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel and/or the floor area of the premises differs from those set forth herein. The floor area of the premises shall not be increased or decreased by an amount in excess of five percent (5%) as a result of such re-measurement.

Section 1.2 Description and Development of the Shopping Center.

a) Only a portion of the Tract is or will be owned by Landlord (herein "Landlord's Parcel"). The balance of the Tract ("Other Parcel") is now or will hereafter be owned by a third party or parties. Certain areas of the Shopping Center are to be designated for joint use by all tenants of the Shopping Center, their guests and invitees, pursuant to certain Declarations of Restrictions and Grant; of Easements, as they may be amended from time to time, between Landlord (or Landlord's predecessor in interest) and the owner of the Other Parcel (the "Declaration") and may be subject to a Common Area Maintenance Agreement (which may be together referred to herein as the "Maintenance and/or Easement Agreement") among said parties. The location of Landlord's Parcel and the Other Parcel are generally depicted in Exhibit A-1. Should Landlord subsequently sell a portion of Landlord's Parcel to third parties, those portions shall automatically become part of the Other Parcel and no longer be part of Landlord's Parcel. Landlord, for itself and the owner of the Other Parcel, expressly reserves the right at any time to grant such utility and other easements over, across, and under any portions of the Shopping Center and improvement now or hereafter constructed therein including the premises, so long as such easements will not materially impair Tenant's rights under this Lease.

Section 1.3 Term. The term of this Lease shall be for five (5) years and two (2) months (the "Lease Term"). If the Lease Term is extended (pursuant to an option contained herein, if any, or otherwise), all references in this Lease to Lease Term shall automatically be construed to include any such extension. The Lease Term and Tenant's obligation to pay rent hereunder shall commence upon July 29, 2004 (hereinafter the "Lease Commencement Date").

Section 1.4 Supplemental Agreement. If, in accordance with the foregoing provisions, the Lease Commencement Date would occur on other than the first day of a calendar month, the Lease Commencement Date shall be delayed until the first day of the next calendar month and the Lease Term shall be measured from said date; provided, however, during any period prior to such delayed Lease Commencement Date all terms and provisions set forth in this Lease, including, but not limited to, Tenant's obligations to pay all Minimum Rent, Additional Rent, and all other amounts required to be paid hereunder, shall commence as of such earlier date. In order to place in writing the exact dates of commencement and termination of the term of this Lease, the parties shall, as soon as practicable after the Lease Commencement Date, execute a supplemental agreement to become a part hereof, setting forth the commencement and termination dates of the term of this Lease as determined under the provisions of this Article I.

Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term. Except as expressly provided in the work letter of even date herewith executed by Landlord and Tenant and attached hereto as Exhibit C, Tenant hereby accepts the demised premises in their present "as is" condition. If Landlord is responsible for any work in the premises it shall be set forth in the work letter. All work and materials specifically identified on Exhibit C as being at Landlord's sole cost and expense shall be referred to herein as "Landlord's Work." All finish work including installation of trade fixtures and furnishings, other than Landlord's Work, required to make the premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as

"Tenant's Work," which terms shall include those portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense. To expedite the opening of Tenant's business in the demised premises, after first obtaining the written permission of Landlord, Tenant shall enter upon the demised premises as soon as reasonably possible, and in no event later than substantial completion of Landlord's Work, for the purpose of performing Tenant's Work, and all such work shall be done in such manner as not to interfere with any other tenants in the Shopping Center and in compliance with this Lease, and with all applicable local, state and federal laws, rules and regulations. Prior to entering upon the demised premises, Tenant shall first obtain Landlord's written approval of Tenant's plans and specifications, Tenant shall deposit with Landlord certificates of insurance as required pursuant to Section 11.1 and Tenant shall comply with other requirements which may be set forth on Exhibit C. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance. of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the premises. Landlord shall advise Tenant of the earliest date which Tenant can enter the demised premises for commencement of Tenant's Work (the "Delivery Date"). If on the Delivery Date Landlord's contractor has not fully completed Landlord's Work or portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense, Tenant shall coordinate completion of its work with the completion of Landlord's Work and such other work as Landlord may have agreed to have completed. Landlord agrees that as of the Delivery Date Landlord's Work will be completed to the point that Tenant can effectively commence Tenant's Work in the premises. Commencing on the Delivery Date, Tenant agrees that all terms and provisions of this Lease shall be in effect, including but not limited to Tenant's obligation to pay for the utilities (heat, gas, water, and electricity) which shall be furnished to the demised premises, except Tenant shall not be obligated to pay Minimum Rent as described in Article II.

Section 1.6 Opening of Tenant's Store. On the Delivery Date, Tenant shall promptly perform, at its own cost and expense, all of Tenant's Work, shall equip the premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall open for business as soon thereafter as possible.

ARTICLE II
Rent

Section 2.1 Minimum Rent. Tenant agrees to pay to Landlord at the office of Landlord or at such other place as Landlord may designate in writing in advance, without notice, offset, or deduction of any kind whatever, monthly Minimum Rent for said premises as follows:

<u>Lease Term</u>	<u>Monthly Minimum Rent Per Month</u>
Lease Commencement - 10/23/04 ^{11/1/04}	\$0.00
10/23/04 - 10/31/05	\$6,388.08 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,524.00 (\$24.00 psf)
11/1/06 - 10/31/07	\$6,659.92 (\$24.50 psf)
11/1/07 - 10/31/08	\$6,795.83 (\$25.00 psf)
11/1/08 - 10/31/09	\$6,931.75 (\$25.50 psf)

The amount due shall be payable in advance in monthly installment, as set forth above on the first day of each and every calendar month during the term of this Lease. If the term shall commence upon a day other than the first calendar day of the month, then upon the Lease Commencement Date, Tenant shall pay a pro rata portion of the monthly rent as above provided so that all future rental payments will be due on the first of every month. "Lease Year," as used in this Lease, shall be defined as each twelve (12) month period beginning with the Lease Commencement Date, or any anniversary thereof, and ending on the immediately preceding day one (1) year later. Landlord acknowledges receipt of ~~\$6,388.08~~ which shall be applied to Minimum Rent for the first full month in which Tenant is obligated to pay Minimum Rent.

Section 2.2 Remeasurement. In the event that Landlord elects to re-measure the premises as set forth in Section 1.1 herein, the Minimum Rent shall be recalculated on the basis of the annual per rentable square foot Minimum Rent then being paid by Tenant to be determined by multiplying the monthly Minimum Rent for that Lease year as set forth in Section 2.1 above by twelve (12) and dividing the resulting number by the total number of square feet of the premises prior to recalculation.

Section 2.3 Reports by Tenant. On or before the 20th day of the 5th and 11th calendar months, Tenant shall deliver to Landlord at the places then fixed for the payment of rent a true copy of the sales tax reports filed by Tenant with the appropriate governmental agencies (City, County, and/or State) covering the immediately preceding calendar month or such other report as Landlord may reasonably require Tenant to submit indicating the gross receipts from all business conducted on the premises. Any information obtained by Landlord shall be held in strict confidence except Landlord may inform the holder of any deed trust on the Shopping Center of the information contained said reports.

Section 2.4 Additional Rent. Any other sums of money or charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as "Additional Rent."

Section 2.5 Past Due Minimum Rent and Additional Rent. If Tenant shall fail to pay, when the same is due and payable any Minimum Rent or Additional Rent, such unpaid amounts shall bear

forth in Section 17.1 (a) herein) to the date of payment at the greater of eighteen percent (18%) or three percent (3%) above the "Prime Rate" as hereafter defined (hereafter the "Default Interest Rate"). "Prime Rate" as used herein shall mean the rate quoted by the Wells Fargo Bank of Denver, N.A., or its successor from time to time, as its Prime Rate applicable to its largest business customers on a short-term unsecured basis. Further, in the event any rents or other amounts owing hereunder are not paid within five (5) days after the same is due and payable, Landlord and Tenant agree that Landlord will incur additional administrative expenses, the amount of which will be difficult if not impossible to determine. Accordingly, Tenant shall pay the Landlord an additional, one-time late charge for any late payment in the amount of One Hundred Dollars (\$100). Any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within five (5) days of demand by Landlord, thereafter bear interest at the default interest rate set forth above.

ARTICLE III Tenant's Work in the Premises

Section 3.1 Tenant's Obligations All Tenant's Work shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, and free of any liens for labor and materials and subject to reasonable requirements as Landlord may impose. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability, or damage, cost or expense resulting from such Work.

ARTICLE IV Use of Premises

Section 4.1 Use of Premises. During the Lease Term the demised premises shall be used solely for the purpose of conducting the business of massage therapy and related services and sales of candles, lotions, towels and items related to massage therapy, subject to the consent pursuant to the June 25, 2004 letter from Albertson's to Trammell Crow Company. Provided Tenant is not in default of the Lease, Landlord agrees that it shall not lease space in the Landlord's portion of the Shopping Center to any other tenant whose primary use is for massage therapy. This exclusive shall not apply to any existing leases.

Section 4.2 Continued Use. Tenant covenants to, and it is the essence of this Lease that Tenant shall, continuously operate the business above described in the demised premises during the entire Lease Term. Said business will be conducted in a high trade manner on all business days during the hours established by Landlord for operation of the Shopping Center. Failure of Tenant to strictly adhere to the provisions of this Article IV shall give Landlord the right to terminate this Lease, or in lieu thereof Landlord shall be entitled to twice the amount of Minimum Rent in addition to any other remedies afforded by law.

Section 4.3 Compliance with Laws and Regulations. Tenant shall at all times maintain and conduct its business, insofar as the same relates to Tenant's use and occupancy of the demised premises, in a lawful manner, and in strict compliance with the Maintenance and/or Easement Agreement, all governmental laws, rules, regulations, and orders and provisions of insurance underwriters applicable to the business of Tenant conducted in and upon the demised premises including those with respect to storage, handling, discharge, and transport of any pollutant, contaminant or hazardous, toxic or dangerous substance.

Section 4.4 Intentionally Deleted

Section 4.5 Competition. During the Lease Term, neither Tenant nor any person, firm, or corporation directly or indirectly controlling, controlled by, or under common control with Tenant shall directly or indirectly operate, manage, conduct, or have any interest in any commercial establishment which is operated for a purpose similar to that set forth in Section 4.1 herof within a two (2) mile radius of the demised premises. In the event of noncompliance with the above provision, Tenant shall be deemed to be in default under this Lease. Notwithstanding the foregoing, if any such commercial establishment exists as of the date of this Lease, such establishment may continue to be operated, managed, conducted, and owned in the same manner as of the date hereof.

Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises. Tenant hereby covenants and agrees:

(a) That no auction, fire, bankruptcy, going out of business, or other distress sales may be conducted in the demised premises without the previous written consent of Landlord, and Tenant shall warehouse, store, or stock in the demised premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the demised premises, and Tenant's necessary equipment and supplies.

(b) Neither to permit nor to suffer any conduct, noise, or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises.

(c) To keep the sidewalks in front of and around said premises free from litter, dirt, and

obstructions, and not to display merchandise on sidewalks, mall, or other public areas, with the exception of massage therapy chair (which shall be subject to Landlord's approval)

(d) To keep said premises at a comfortable temperature for customers, clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction.

(e) Neither to permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading.

ARTICLE V Maintenance and Repairs

Section 5.1 By Landlord. Subject to reimbursement as provided in Article VIII below, Landlord agrees to keep in good order, condition, and repair the exterior, foundations, roof, and structural portions of the building of which the demised premises is a part (except doors, glass, and glass windows), but including gutters, downspouts, all service pipes, lines, and mains leading to and from the demised premises; provided, however, if the damage thereto was caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors Tenant shall be solely responsible for the cost of such maintenance or repair. Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or other improvements or repairs of any kind upon or within the demised premises except as may be expressly set out in this Lease. Tenant covenants and agrees to permit Landlord at any time to enter the demised premises upon prior reasonable notice to examine and inspect the same, or to show space to prospective new tenants during the last six (6) months of the lease term, or if Landlord so elects, to perform any obligations of Tenant hereunder which Tenant shall fail to perform (in which event Landlord shall be entitled to charge Tenant the cost of such items plus fifteen percent (15 %) for overhead due from Tenant upon presentation of a bill therefore) or to perform such cleaning, maintenance, janitorial services, repairs, additions, or alterations as Landlord may deem necessary or proper for the safety, improvement, or preservation of the demised premises or of other portions of the Shopping Center or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law. Any such reentry shall not constitute an eviction or entitle Tenant to abatement of rent.

Section 5.2 By Tenant. Tenant from and after the Delivery Date, and until the end of the Lease Term, agrees that it will be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the demised premises other than those specifically required to be performed by Landlord in Section 5.1 and this Section 5.2, including but not limited to the interior and exterior portions of all doors, windows, plate glass, and show cases surrounding the demised premises; the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by Tenant or Landlord also including janitorial, janitorial supplies, carpet cleaning, window cleaning, pest control, and maintenance of the fire sprinkler system. **Tenant shall be obligated under the Lease for repair or replacement of the premises' HVAC unit.** All work in the premises shall be performed by Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to such reasonable requirements as Landlord may impose. Landlord shall have the right to post the premises and serve the contractor personally with a notice of a non-liability in connection with any such work performed by or on behalf of Tenant.

Section 5.3 Surrender of Premises. At the expiration of the Lease Term, Tenant shall surrender the demised premises in the same condition as existed upon the completion of all Tenant's Work, ordinary wear and tear excepted and Tenant shall remove all of its furniture, trade fixtures and equipment not attached to the premises or other of Tenant's personal property. In the event Tenant fails to vacate the premises on a timely basis as required, Tenant shall be responsible to Landlord for all costs incurred by Landlord as a result of such failure, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the premises. All furniture, trade fixtures and equipment not attached to the premises, or other of Tenant's personal property, not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor; and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the premises caused by removal of such property. Tenant's obligation hereunder shall survive the expiration or other termination of this Lease.

ARTICLE VI Taxes

Section 6.1 Landlord's Responsibility Subject to reimbursement as provided in Article VIII and Section 6.2 below, Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental charges levied, assessed or imposed on Landlord's Parcel, and all improvements constructed thereon (including Common Areas located thereon (as hereinafter defined)), the share of such taxes, assessments and charges attributable to the Other Parcel which are allocated to Landlord's Parcel in accordance with the Declaration, all assessments for local improvements, if any, attributable to Landlord's Parcel or allocated thereto pursuant to the Declaration, and any new taxes which may be levied or assessed on Landlord or Landlord's Parcel based upon gross rentals in lieu of or in addition to the current real property taxes (for the purposes of determining such new tax; however, Landlord's Parcel shall be deemed to be Landlord's sole property)(hereafter collectively the "real estate

taxes"). Landlord shall pay the real estate taxes before they become delinquent. However, if authorities having jurisdiction assess real estate taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Colorado, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 6.2 Tenant's Additional Rent. Tenant shall pay during each Lease Year during the Lease Term, as Additional Rent, its pro rata share, as hereafter defined, of all of the above-described real estate taxes. The term "pro rata" when utilized with respect to Tenant's share of real estate taxes shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 below.

Section 6.3 Other Taxes. Tenant shall pay all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the demised premises and also general license or franchise taxes and rent taxes, if any, which may be required for the conduct of Tenant's business.

ARTICLE VII Common Areas and Maintenance Thereof

Section 7.1 Common Areas. Landlord hereby grants to Tenant the right to use the Common Areas, as hereinafter defined, subject to the conditions hereinafter stated and those set forth in the Declaration and any Maintenance and/or Easement Agreement. The conditions of Tenant's use of such Common Areas are as follows:

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

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

(c) Tenant shall make no use of the Common Areas which shall interfere in any way with the use of the Common Areas by others.

(d) Subject to the provisions hereof, Landlord and the owner of the Other Parcel shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Shopping Center, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any such other acts in and to the Common Areas as they may deem desirable to approve the convenience thereof.

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

The "Common Areas" as used herein shall mean and refer to all of the following to the extent they are located in the Shopping Center: parking areas; sidewalks; canopies; mall; streets; passenger vehicle roadways; truck roadways; loading platforms, and stairs not contained in stores; public and common washrooms; lounges and shelters; and any other facilities available for common use by all tenants and occupants of space in the Shopping Center and their employees, agents, customers, licensees, and invitees, as they may from time to time exist during the Lease Term. Landlord reserves the right for itself and the owners, from time to time, of the Other Parcel to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Subject to the provisions of Section 5.1, and in accordance with any Maintenance and/or Easement Agreement, the Common Areas shall be maintained and operated in good, clean, and orderly condition. The manner in which Common Areas shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord.

Section 7.2 Parking Area and Lighting. All of the parking areas existing in the Shopping Center, including the lighting thereof, shall be maintained in good repair and clean condition, reasonably clear of ice and snow, at all times during the Lease Term and any extensions hereof, in accordance with any Maintenance and/or Easement Agreement. Landlord agrees that Tenant may, during the Lease Term, with others, have the non-exclusive right to use all parking areas of the Shopping Center for the accommodation and parking of such automobiles of Tenant, its officers, agents, and employees, and customers while shopping in the Shopping Center; but it is understood and agreed that Landlord shall have the right, to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and areas and to rearrange and relocate parking areas so long as adequate parking for the Shopping Center is maintained. Adequate parking shall mean that ratio of parking spaces to store area required by applicable governmental authorities. Tenant agrees to cause its employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located out-side the Shopping Center, provided the same are within a reasonable distance of the demised premises. Upon request of Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all automobiles operated by Tenant, its employees, sublessees, concessionaires, or licensees.

ARTICLE VIII
Shopping Center Operating Costs

Section 8.1 Shopping Center Operating Costs Defined. "Shopping Center Operating Costs" shall mean all costs and expenses of any kind or nature which are necessary, and are customarily incurred in operating and maintaining the Shopping Center in the manner set forth in any Maintenance and/or Easement Agreement, or arise out of Landlord's obligation to maintain and repair under this Lease, or which are, as determined by Landlord, reasonable and appropriate for the best interests of the Shopping Center, including, without limitation, all costs and expenses of operating, maintaining, repairing, replacing, lighting, cleaning, painting, striping, and policing all Common Areas and all improvements thereto (including cost of uniforms, equipment, and all employment taxes); costs of utilities for the Common Areas; costs of all roof repair; costs of all supplies; insurance premiums for liability insurance for personal injury, death, and property damage; costs of workmen's compensation insurance covering personnel and fidelity bonds for personnel; costs of insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas; costs for removal of snow, ice, and debris; monitoring of fire and security systems for Common Areas; costs for regulation of traffic-, costs and expenses of replacement of Paving curbs, walkways, landscaping, drainage, and lighting facilities for the Common Areas; costs and expenses of planting, replanting, and replacing flowers and shrubbery and planters; all costs of labor, including wages and other payments including disability insurance, payroll taxes welfare, and all legal fees and other costs or expenses incurred in resolving any labor disputes; cost and expense for the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs and expenses related to any renovation or remodeling of any Common Areas necessitated by any change in laws, rules or regulations relating to the Shopping Center; sprinkler maintenance costs; administrative costs equal to fifteen percent (15 %) of the total cost of operating and maintaining the Shopping Center. Shopping Center Operating Costs shall not include: real estate taxes as defined in Article VI; insurance as described in Article XII; costs of work performed exclusively for any other tenant in the Shopping Center other than work of a kind and scope which Landlord would be obligated to provide to all tenants; leasing commissions and other expenses attributable solely to leasing of space in the Shopping Center; costs of repairs or rebuilding necessitated by condemnation; costs of capital improvements; or depreciation on the Shopping Center, except as expressly provided above, or any such costs, the payment of which is the obligation of the owner of the Other Parcel pursuant to the Declaration and any Maintenance and/or Easement Agreement.

Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs

During each Lease Year during the Lease Term and any extension thereof, including the first Lease Year, Tenant will pay Landlord as Additional Rent Tenant's pro rata share of Shopping Center Operating Costs as hereafter provided. Tenant's pro rata share of Shopping Center Operating Costs shall be computed by multiplying the total amount of such costs, by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises leased by Tenant and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel.

Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums. Commencing with the Lease Commencement Date, and each month thereafter during the Lease Term, Tenant shall pay one-twelfth (1/12) of its estimated pro rata share of real estate taxes, as described in Section 6.1 above (based upon the actual real estate taxes for the prior tax year, if any, or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of Shopping Center Operating Costs as described in Section 8.1 above (based upon actual Shopping Center Operating Costs for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of insurance premiums described in Section 12.1 below (based upon actual insurance premiums for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) and, if utilities are not separately metered, one-twelfth (1/12) of its estimated pro rata share of utilities not separately metered (based upon actual utility charges for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) (hereafter collectively referred to as "Tenant's Aggregate Pro Rata Share") in advance in equal monthly installments. As soon as, practicable following the end of each Lease Year during the Lease Term, including the first Lease Year, Landlord shall notify Tenant of the actual amount of Tenant's Aggregate Pro Rata Share and the difference between it and the estimated amount actually paid by Tenant during the Lease Year just completed, if any and the estimated Aggregate Pro Rata Share for the current Lease Year. If, at the end of any Lease Year Tenant's actual Aggregate Pro Rata Share exceeds, or is less than, the estimated amount paid by Tenant during the Lease Year just completed, Tenant shall pay to Landlord within thirty (30) days following Landlord's notice to Tenant, or Landlord shall pay to Tenant, as the case may be, such amounts as are necessary to correct the discrepancy. Tenant's estimated Aggregate Pro Rata Share shall be paid at the same time and place as the Minimum Rent; provided, however, that Tenant's first payment of its estimated Aggregate Pro Rata Share after receipt of notice from Landlord setting forth such amount shall also include one twelfth (1/12) of such amount for each month of the current Lease Year which has elapsed prior to the making of such first payment. For convenience, Tenant may include payment of its estimated Aggregate Pro Rata Share and any other charges, if any, payable under the terms of this Lease and the Minimum. Rent in one check, provided all said charges and said rent are separately shown thereon. If the Lease Year is not concurrent with the calendar year, Landlord may, at any time during the Lease Term, or any extensions thereof, make all adjustment provided for in this Article VIII on a calendar year basis with an appropriate Proration for the Lease Year in which such conversion is made and in which the term ends and in that case, all references in this Article VIII to "Lease Year" shall

thereafter be deemed to refer to "Calendar Year". Tenant has the right to review Landlord reconciliation of Shopping Center Operating Costs on an annual basis. If a remeasurement of the Shopping Center, Landlord's Parcel and/or the premises results in a change in the number of square feet of floor area in the demised premises leased by Tenant or in the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel, then Tenant's pro rata share shall be recomputed using the revised number of square feet in the above formula.

ARTICLE IX Utilities

Section 9.1 Charges. Tenant shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to Tenant for use in the premises. If any such services are not separately metered, Tenant shall pay its proportionate share thereof, as reasonably determined by Landlord based upon the number of tenants who use such services and the type of business in which each such tenant is engaged. In the event Landlord leases space in the shopping center to a Laundromat, then Landlord agrees to make an equitable adjustment in Tenant's pro rata charge for water usage. Tenant shall pay such amounts in the manner set forth in Section 8.3 above.

ARTICLE X Fixtures, Signs, and Alterations

Section 10.1 Fixtures. All fixtures by Tenant shall be new unless otherwise approved by Landlord. Said fixtures shall include, but not be limited to, unless otherwise provided in the work letter, all lighting fixtures, floor coverings, and interior painting and decorating.

Section 10.2 Signs. Tenant shall not erect any exterior sign or any interior window or door signs without first obtaining the written consent of Landlord. All signage which is visible from the exterior of the premises shall be subject to the sign criteria set forth in Exhibit D, attached hereto, made a part hereof, and incorporated herein by reference. Any other interior signs shall at all times be in good taste and be maintained in a neat and clean condition. In no event shall a roof sign be approved nor shall any electrical sign which utilizes moving parts or flashing, oscillating, or moving lights or variable lighting intensities be approved. Further, all illuminated signs shall derive light from a concealed source (no exposed globes, tubing, etc.).

Section 10.3 Alterations. Tenant may, from time to time, during the Lease Term make, at its own cost and expense, any reasonable nonstructural alterations or changes in the interior of the demised premises provided the aggregate cost therefor in any one instance does not exceed Ten Thousand Dollars (\$10,000.00) and provided further they are not visible from the exterior of the premises. Any alteration or change which is: (a) visible from the exterior of the premises (regardless of the cost thereof), or (b) exceeds Ten Thousand Dollars (\$10,000.00) in costs, may be made only with Landlord's prior written consent. All alterations or changes which Tenant has the right to make hereunder or is permitted to make shall be performed in a good and workmanlike manner, in strict compliance with all applicable local, state and federal governmental laws, codes, rules and regulations, affecting such construction, use and occupancy of the premises, free of any liens for labor and materials and subject to reasonable requirements Landlord may impose, including but not limited to maintenance by Tenant of adequate liability and workmen's compensation insurance. It is understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. Landlord agrees to cooperate with Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this Section 10.3 without expense to Landlord. Tenant will not alter the exterior of the demised premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the demised premises which would impair the structural soundness or diminish or increase the size thereof or negatively affect its compliance with applicable governmental laws, rules or regulations, without the prior written consent of Landlord. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. All alterations or changes Tenant may make in the premises shall be the Tenant's responsibility to maintain, repair and insure in the manner set forth in this Lease. All alterations and permanent fixtures installed in the premises, including, by way of illustration and not by limitation, all partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable furniture or fixtures not attached to the premises), shall be deemed a part of the real estate and the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof without molestation, disturbance or injury at the end of the Lease Term, or any extension thereof, whether by lapse of time or otherwise, unless Landlord by notice given to Tenant no later than fifteen (15) days prior to the end of the Lease Term shall elect to have Tenant remove all or any of the alterations, and in such event, Tenant shall promptly remove at Tenant's expense the alterations specified by Landlord and return the premises to their condition prior to the making of the same, reasonable wear and tear excepted.

ARTICLE XI Public Liability Insurance

Section 11.1 Tenant's Liability Insurance. Tenant shall, during the Lease Term, keep in full force and

effect a policy of comprehensive general public liability insurance (including liquor law liability coverage for bodily injury, death, and property damage arising out of the sale or consumption of alcoholic beverages on the Premises, if allowed by Tenant's Permitted Use) With personal injury and property damage liability limits in an amount not less than One Million Dollars (\$1,000,000.00). The policy shall name Landlord and Landlord's Mortgagee, as hereafter defined, as additional insured(s), name Tenant as an insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company approved to do business in Colorado, and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

Section 11.2 Indemnification of Landlord. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property or claims arising from violation of any applicable governmental law, rule or regulation arising from or out of any, occurrence in, upon, or at the demised premises, or arising out of or resulting from the occupancy or use by Tenant of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sublessees concessionaires, or licensees, except if caused by the act or neglect of Landlord, its agents of employees. This indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Common Areas, in the event of the carelessness and neglect of Tenant, its agents, employees, contractors, sublessees, concessionaires, or licensees, and shall also apply to Tenant's occupancy of the demised premises during construction and during the installation of its fixtures and equipment even though such occupancy may be prior to the Lease Commencement Date.

Section 11.3 Indemnification of Tenant. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life or personal injury, arising from or out of any occurrence in, upon, or at the Common Areas which is occasioned wholly by any act or omission of Landlord, its agents, or employees.

ARTICLE XII Casualty Insurance

Section 12.1 Insurance Coverage by Landlord. Subject to reimbursement as provided in Article VIII and Section 12.2 below, Landlord shall keep all improvements which Landlord has the obligation to maintain and repair, above foundation walls, constructed on Landlord's Parcel from time to time, insured against loss or damage by fire. Such insurance coverage shall be in such amounts from such companies and on such terms and conditions, including endorsements for all risks, vandalism and malicious mischief and loss of rent as Landlord deems appropriate, from time to time.

Section 12.2 Tenant's Additional Rent. Tenant shall pay during each Lease year during the Lease Term, as Additional Rent, its pro rata share, as hereinafter defined, of the above-described insurance premiums. The term "pro rata" when utilized with respect to Tenant's share of insurance premiums shall be computed by multiplying the total amount of such insurance premiums by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 above.

Section 12.3 Insurance Coverage by Tenant. Tenant agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items Tenant is obligated to maintain and repair under this Lease insured against loss or damage by fire with the all risk endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise.

Section 12.4 Protection from Subrogation. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property occurring on the demised premises or the adjoining properties, sidewalks, streets, or alleys or in any manner growing out of or connected with Tenant's use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining, caused by the negligence or fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption or loss or damage to property is coverable by a standard all-risk or special form policy (including, at a minimum, fire and extended coverage insurance insuring against loss by fire, wind storm, riot, malicious mischief, vandalism, smoke, water damage, including damage caused by accidental discharge or leakage from sprinkler, plumbing, heating or air conditioning systems) or a business interruption policy (regardless of whether such insurance is carried or not, or if so carried, payable to or protects landlord or Tenant or both) or for which such party is otherwise reimbursed; and Landlord and Tenant each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees, and assignees, for any such loss or for damage to the property of the waiving party. Nothing contained in this section shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this Section 12.4. Each of the parties shall notify their respective insurance carriers that the foregoing waiver is contained in this Lease and shall require such carrier to include an appropriate waiver of subrogation provision in its policies.

Section 12.5 Additional Hazards. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein which shall increase the rate of insurance on the demised premises or on the other buildings located in Landlord's Parcel above the standard rate on said premises and buildings with a store of the type described in Section 4.1 located on the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom which shall be due and payable as Additional Rent hereunder.

ARTICLE XIII Damage by Fire or Other Casualty

Section 13.1 Notice. Tenant shall give immediate written notice to Landlord of any damage causes' to the demised premises by fire or other casualty.

Section 13.2 Partial Damage . Subject to the last Paragraph of Section 13.3 below, in case during the Lease Term the demised premises shall be partially damaged (as distinguished from "substantially damaged" as that term is hereinafter defined) by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall promptly proceed to commence repair, of such damage and restore the demised premises to substantially its condition at the time of such damage to the extent Landlord is obligated to repair the premises pursuant to this Lease and including only that portion of Landlord's Work to the extent insurance proceeds recovered by Landlord are directly attributable thereto. Subject to zoning laws and building codes then in existence, Landlord shall complete such repairs subject to any delay which may result from any cause beyond Landlord's reasonable control. Tenant agrees that, promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence at its sole cost and expense to repair and restore those portions of the premises which are Tenant's obligations to repair pursuant to this Lease and restore its fixtures and equipment and reinventory the demised premises for reopening for business as soon as possible. This Lease shall continue in full force and effect during any such period of repair and restoration.

Section 13.3 Substantial Damage. In case during the Lease Term the demised premises or Shopping Center shall be substantially damaged or destroyed by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall have the right, to be exercised by written notice to such effect delivered to Tenant within forty-five (45) days after the occurrence of such event, to terminate this Lease. If Landlord fails to timely give such notice of its election to terminate, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding of the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease (or if the damage relates to other portions of the Shopping Center on Landlord's Parcel, such portions thereof as Landlord reasonably determines are necessary to be repaired) to substantially their condition at the time of such damage or destruction (including as to the premises, only that portion of Landlord's Work to the extent of insurance proceeds recovered by Landlord directly attributable thereto), subject to zoning laws and building codes then in existence, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. Further, in case of substantial or partial damage or destruction as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the premises to the extent Landlord is obligated to repair the premises pursuant to this Lease and Shopping Center, as applicable, unless Landlord, within forty-five (45) days after the occurrence of such event, gives notice to Tenant of Landlord's election to terminate this Lease. If the Lease is terminated pursuant to this Article XIII, all rent shall be prorated to the date of such termination and as of said date about Landlord and Tenant shall be relieved of all further rights and obligations hereunder.

Section 13.4 Damage During Last Two Years of Lease Term. Notwithstanding anything to the contrary set forth herein, if the demised premises or Shopping Center shall be damaged to the extent of twenty percent (20 %) or more of the then cost of replacement during the last two (2) years of the Lease Term, Landlord may elect, within forty-five (45) days after the occurrence of such event, either to repair or rebuild the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease or the Shopping Center, as the case may be, or to terminate this Lease, which termination shall be effective upon giving notice of termination to Tenant in writing within forty-five (45) days after the happening of the event causing the damage. If Landlord fails to timely give such notice of termination, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding in accordance with Sections 13.2 or 13.3 above.

Section 13.5 Abatement. Tenant agrees that during any period of reconstruction or repair of the demised premises, it will continue the operation of its business within the demised premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Rent and all Additional Rent set forth herein shall abate during any period of repair and restoration (but only to the extent of any recovery by Landlord under its rental insurance related to the premises in the event such damage is the fault of Tenant), in the same proportion that the portion of the premises rendered untenable bears to the whole; however, there shall be no abatement of other charges provided for herein.

Section 13.6 Definition of Substantial Damage. The terms "substantially damaged" and "substantial damage," as used in this Article XIII, shall mean and refer to damage to the premises or the portion of the Shopping Center located on Landlord's Parcel of such a character as cannot reasonably be

expected to be repaired or restored within one hundred fifty (150) days from the time that such repair or restoration work would be commenced.

ARTICLE XIV Eminent Domain

Section 14.1 Partial or Total Condemnation. If the whole or any part of the premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to nor shall it be entitled to any portion of any award for damages or otherwise. In the event only a portion of the demised premises are taken, the Lease shall cease as to the part taken and the Minimum Rent, Additional Rent, and other charges herein reserved, if any, shall be adjusted so that Tenant shall be required to pay for the balance of the Lease Term that portion of the rent and other amounts herein reserved which the value of the part of the demised premises remaining after condemnation bears to the value of the demised premises immediately prior to the date of condemnation. The rental and other charges shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the rental herein reserved, and all other charges herein required to be paid by Tenant, without deduction. Upon such determination, Tenant shall be entitled to credit for any excess rentals paid. If, however, by reason of the condemnation there is not sufficient space left in the demised premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, or the taking of parking and Common Area is so substantial as to render the demised premises unsuitable and unfit for which they were rented, then and in such event the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises, nothing herein shall be construed to prevent Tenant from claiming from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its trade fixtures, loss of profits or moving expenses so long as any such award, if any, in no way reduces Landlord's award.

ARTICLE XV Assignment and Subletting

Section 15.1 Consent Required. Tenant may not assign this Lease and/or sublet the demised premises, or any part thereof, without in each instance obtaining the prior written permission of Landlord which may be granted or denied by Landlord. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If any subtenant or assignee, pursuant to any subletting or assignment in accordance with the provisions hereof is obligated to pay any amount in excess of the Minimum Rent and all Additional Rent required to be paid hereunder by Tenant (hereafter "excess rent"), Landlord shall be entitled to receive all excess rent. This prohibition against assigning or subletting shall be construed to include a prohibition against the transfer of all of the assets of Tenant, or any assignment or subletting by operation of law. If this Lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant, or occupant, and apply the net amount collected to the rent herein reserved, but in no such assignment, underletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Further, any such consent shall not be construed as limiting or waiving the obligation of such subtenant or assignee to comply with all applicable governmental laws, rules and regulations relating to the premises and its occupancy thereof, all as set forth more fully herein. Notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

ARTICLE XVI Additional Construction

Section 16.1 Addition and Changes to the Shopping Center. Landlord reserves the right, at any time, for itself and any owner or owners of the Other Parcel, from time to time, to make alterations, expansions, or additions to the Shopping Center and/or to build an additional story or stories on the building or the portion of the building in which the premises are contained and to build buildings adjoining the same. Provided, however, that such changes shall not materially alter the size of the premises, deny reasonable ingress to and egress from the premises or deny reasonable parking, as described in Section 7.2. In the event Landlord (or such owner or owners) exercises any of its rights hereunder, at the option of Landlord, such areas shall be rented as though they were originally a part of the Shopping Center and appropriate modifications of Tenant's Aggregate Pro Rata Share and other shared expenses as set forth herein shall be made.

ARTICLE XVII Default

Section 17.1 Tenant's Default. If any one or more of the following events herein referred to as an "event of default" shall happen:

(a) Any failure by Tenant to pay the rent or any other monetary sums required to be paid hereunder from the date such sums are due; provided, however, Tenant may cure a default under this provision by paying such sums to Landlord prior to ten (10) business days after such sums are due;

(b) Tenant shall vacate or abandon the premises;

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

(d) This Lease or the premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said taking or attachment shall not be discharged or disposed of within sixty (60) days after the levy thereof;

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

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

(g) Tenant, or any partners of Tenant if Tenant is a partnership, generally fails to pay its debts as they become due;

(h) Tenant shall fail to take possession of the premises on the Lease Commencement Date;

(i) Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed, and such non-performance shall continue for a period of thirty (30) days after written notice thereof is given by Landlord to Tenant, or if such performance cannot be reasonably had within such thirty (30) day period, Tenant shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion; then a default shall be considered to have occurred and Landlord shall have the right, at its election, then or at any time thereafter and while any such event of default shall continue, either:

(1) To give Tenant written notice of intention to terminate this Lease on the date of such given notice or on any later date specified therein, and on the date specified in such notice, Tenant's right to possession of the premises shall cease and this Lease shall thereupon be terminated, except as to Tenant's liability hereunder as hereinafter provided, as if the expiration of the term fixed in such notice were the end of the Lease Term originally demised. Nothing herein provided shall limit Landlord's obligation to mitigate damages; or

(2) Without demand or notice, to reenter and take possession of the premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to reenter as provided in this subparagraph (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the premises or any part thereof, either alone or in conjunction with other portions of the building of which the premises are a part, in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (1) of Section 17.1, but, on the contrary, elects to take possession as provided in subparagraph (2) thereof, Tenant shall pay to Landlord (i) the rent and other sums as herein provided, which would be payable hereunder if such repossession had not occurred, less (ii) the net proceeds, if any, of any relating of the premises after deducting all of Landlord's reasonable expenses incurred in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Lease Term, or the premises covered

thereby include other premises not part of the premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds from such reletting. In addition, in determining the net proceeds from such reletting, any rent concessions All be apportioned over the term of the new lease. Tenant shall pay such rent and other sums to Landlord monthly on the days on which the rent would have been payable hereunder if possession had not been retaken and Landlord shall be entitled to receive the same from Tenant on each such day.

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

Suit or suits for the recovery of the amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlords' election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Lease Term would have expired had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing from Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant. In addition, Landlord and Tenant agree that the prevailing party in any action brought to enforce any of the terms and provisions of this Lease shall be entitled to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees. Nothing herein provided shall limit Landlord's obligation to mitigate damages.

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

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

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

Any rents or other amounts owing hereunder which are not paid within ten (10) days after the date they are due, shall thereafter bear interest at the Default Interest Rate of twelve percent 12% until paid. Similarly, any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within ten (10) days of demand by Landlord, thereafter bear interest at the above rate until paid.

ARTICLE XVIII Subordination or Superiority of Lease

Section 18.1 Lease Subordination or Superior to Deed of Trust. At Landlord's option,

the rights and interest of Tenant under this Lease shall be subject and subordinate to any underlying or superior financing affecting the premises, and any other mortgages or deeds of trust that may hereafter be placed upon Landlord's Parcel, and to any and all advances to be made thereunder, and to the interest therein, and all renewals, modifications, replacements, and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease and the rights of Tenant hereunder in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead so to do. Tenant hereby agrees to attorn to all successor owners of the premises whether such ownership is acquired by foreclosure, deed in lieu of foreclosure, or otherwise. Landlord will make good faith effort to obtain a non-disturbance agreement.

ARTICLE XIX Miscellaneous Provisions

Section 19.1 Holding Over. In the event that Tenant shall continue to occupy the demised premises after the expiration of the Lease Term and continues to pay rent, and in the event Landlord shall accept such rent without any express written agreement as to such holding over, then such holding over shall be deemed to be a tenancy from month to month at a rental equal to the greater of (i) one hundred fifty percent (150%) of the Minimum Rent herein specified, or (ii) the Minimum Rent Landlord is then willing to lease the premises to a third party, plus all Additional Rent and upon all of the other terms and conditions herein contained except where same are not applicable. Such month-to-month tenancy may be terminated by either party upon ten (10) days' notice prior to the end of any such monthly period. Nothing contained herein shall be construed as obligating Landlord to accept any rental tendered by Tenant after the expiration of the Lease term hereof or as relieving Tenant of its liability to surrender the Premises as provided in this Lease.

Section 19.2 No Partnership. It is expressly understood that Landlord and Tenant are not partners, and Landlord has no right, title, or interest in and to the business of Tenant, and Landlord has no right to represent or bind Tenant in any respect whatsoever, and that nothing herein contained shall be deemed, held, or construed as making Landlord a partner or associate of Tenant, or as rendering Landlord liable for any debts, liabilities, or obligations incurred by Tenant, it being expressly understood that the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant.

Section 19.3 Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, occupy, and enjoy the demised premises during the Lease Term without hindrance or ejection by any persons lawfully claiming under Landlord. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through, or under Tenant or any termination for any reason of Landlord's occupancy of the space from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damage.

Section 19.4 Statement of Performance. Tenant further agrees at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, in advance, if any, and any other matters relating to this Lease as Landlord may specify, if being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering the Landlord's Parcel. Tenant's failure to deliver such statement within such time shall be a default under this Lease and shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) that not more than one (1) month's rent has been paid in advance; and (iv) that such other matters addressed therein are as represented by Landlord. Further, upon request Tenant will supply to Landlord a corporate resolution certifying that the party signing said statement on behalf of Tenant is properly authorized to do so.

Section 19.5 Notice to Mortgagee. After receiving written notice from Landlord's Mortgagee(s), so long as such mortgage is outstanding, Tenant shall be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that Landlord's Mortgagee shall have the same opportunity to cure any default, and the same time within which to effect such curing as is available to Landlord; and, if necessary to cure such a default, such holder shall have access to the demised premises, and such additional time as may be necessary to cure such default so long as Landlord's Mortgagee timely commences such cure and, thereafter, diligently pursues the same and its continued existence does not materially adversely interfere with Tenant's continued use and occupancy of the premises.

Section 19.6 Assignment of Rents and Leases With reference to any assignment by Landlord of Landlord's interest in this Lease or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the demised premises, Tenant agrees:

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

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

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

Section 19.7 Invalidation of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall be invalid, or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.8 Provisions Binding, . Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition and shall run with the land to the fullest extent permitted by law. The reference contained to successors and assigns by Tenant is not intended to constitute a consent to assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Section 15.1 hereof.

Section 19.9 Governing Law This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado as the same may from time to time exist.

Section 19.10 Ownership of Tenant. If Tenant is a corporation or partnership and if the control thereof changes at any time during the Lease Term, then Landlord at its option may by giving sixty (60) days' prior written notice to Tenant declare such change a breach in Article XV hereof. Partnership control shall be deemed to have changed if one-third (1/3) or more of the partners have changed at any time during the Lease Term. If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days' prior written notice to Tenant or his legal representative.

Section 19.11 Notice of Default. In the event of any alleged default on the part of Landlord hereunder, Tenant shall give written notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to Landlord's Mortgagees) as described in Section 19.5 above. In no event will Landlord be responsible for any consequential damages incurred by Tenant including but not limited to lost profits or interruption of business as a result of any alleged default by Landlord hereunder.

Section 19.12 Garbage and Refuse Collection. All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside of the demised premises prepared for collection in such manner and at such times and places specified by Landlord. The cost of such removal shall be borne by Tenant and should Landlord determine to provide a service for picking up said garbage and refuse, Tenant shall use and pay for same upon receipt of an invoice from Landlord, or, at Landlord's election, as part of Shopping Center Operating Costs.

Section 19.13 Landlord's Interest. Notwithstanding anything to the contrary contained

herein, Landlord's liability under this Lease shall be limited to its equity in Landlord's Parcel.

Section 19.14 Rules and Regulations. It is further agreed that Tenant shall comply with all reasonable rules and regulations which may be adopted from time to time by Landlord and the owner or owners of the Other Parcel with respect to the Shopping Center, and Tenant agrees that, from time to time, Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the premises, will at all times abide by said rules and regulations. Tenant agrees that Landlord and such other owners may amend, modify, delete, or add new and additional rules and regulations with respect to the use and care of the premises and the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord thereof. In the event of any breach of any rules and regulations so established, or any amendments, modifications, or additions thereto, Landlord shall have all remedies in this Lease provided for in the event of default by Tenant.

Section 19.15 Delivery of Goods. All deliveries of goods for usage in the demised premises shall be done only at reasonable times, in the areas, and through the entrances reasonably designated for such purpose by Landlord.

Section 19.16 Notices. Any notice which may be required to be given under this Lease shall be delivered in person or sent by registered or certified mail, postage prepaid, and shall be addressed to Landlord c/o American Spectrum Real Estate, 1777 S. Harrison Street, Suite P-2, Denver, CO 80210, and to Tenant at the address of the demised premises, or to either party at such other address as shall be designated by written notice to the other party. All notices or demands required to be given to Tenant hereunder shall be in writing and shall be deemed duly served when delivered personally to any officer (or partner of Tenant if Tenant is a partnership or to Tenant individually if Tenant is a sole proprietor) or manager of Tenant whose office is in the building or when deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed to Tenant at the premises, or prior to Tenant's taking possession of the premises, to the address known to Landlord as Tenant's principal office address.

Section 19.17 Paragraph Headings. The headings, section numbers, and article numbers appearing in this Lease are not intended in any manner to define, limit, or describe the scope of any such section or article and are solely inserted as a matter of convenience.

Section 19.18 Entire Agreement. This Lease and any exhibits or riders made a part hereof constitute the entire agreement between the parties and no subsequent change shall be binding unless reduced to writing and signed by the parties hereto.

Section 19.19 Declaration. This Lease is in all respects subject to the terms and provisions of the Declaration and any Maintenance and/or Easement Agreement and to all modifications, amendments, and revisions thereof, and Tenant agrees to comply with all of the terms and provisions of each such document and to execute such documents as may be necessary to evidence its consent to any such amendments, modifications, or revisions, if necessary.

Section 19.20 Bankruptcy. Landlord and Tenant understand that no certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (the "Bankruptcy Code") may have certain rights to assume or assign this Lease. Landlord and Tenant agree and stipulate that this is a lease of real property in a shopping Center within the meaning of Section 365(b)(3) of the Bankruptcy Code. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties hereto agree that the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the resources with which to pay the rent called for herein, the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the Tenant and its guarantors, if any, as of the date of this Lease. Additionally, any proposed assignee must have as demonstrated to Landlord's satisfaction net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Lease Commencement Date increased by seven percent (7%) for each year from the effective date of the Lease through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering this Lease.

(b) Any proposed assignee must have been engaged in the Permitted Use for at least five (5) years prior to any such proposed assignment.

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

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

Section 19.21 Authorization. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document or opinion of counsel to that effect.

Section 19.22 Advertising and Promotion. In the event Landlord determines that it would be in the best interests of the Shopping Center to implement an advertising or promotional campaign for the Shopping Center, Landlord will contact Tenant to discuss the details of such campaign, including the proposed timing and cost. If such an advertising and promotional campaign is undertaken, and if Tenant elects to participate, Tenant shall pay its share of costs for such campaign in the amounts and at such times as agreed to prior to commencement of such campaign. In the event Tenant consents to be a part of such campaign but fails to pay the monetary sum required to be paid for such campaign on the date such sums are due, Tenant shall be in default under this Lease.

Section 19.23 Intentionally Deleted.

Section 19.24 Hazardous Substances.

(a) Landlord has furnished to Tenant a report (the "Environmental Report") prepared by a consultant reporting on Hazardous Substances (if any), to the extent Landlord is in possession of such, at the demised premises. Tenant has reviewed the Environmental Report, has no objection to it, and accepts the premises subject to any items noted in the Environmental Report.

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

(c) On or before 10 days before the expiration date of the Lease Term (as it may be extended), Tenant shall at its sole cost and expense, update the Environmental Report, using the consultant who initially prepared the report or another licensed consultant reasonably acceptable to Landlord, to determine the environmental status of the premises as of the date of that update. To the extent the update or any inspection by Landlord prior to Tenant's delivery of the premises to Landlord reveals that Tenant has generated, stored or disposed of Hazardous Substances contrary to the provisions of this Lease, Tenant shall immediately, at its sole expense, commence and pursue to completion a remediation program as to such Hazardous Substances and shall, to Landlord's reasonable satisfaction, bring the premises into an environmental condition equal or better than the condition disclosed under the initial Environmental Report described in subsection (a) above. If Tenant fails to comply with the provisions of this subsection or of any other provisions of this Section prior to the expiration or earlier termination of the Lease Term, or prior to Tenant's vacating the premises, then Landlord, in addition to Landlord's right to utilize all or any portion of any security deposit to satisfy Tenant's obligations hereunder, shall have the option of either considering this Lease as having ended or treating Tenant as a holdover Tenant in possession of the premises in which event in addition to complying with all requirements of this Section and the Lease, Tenant shall pay monthly to landlord double the Minimum and Additional Monthly Rent which Tenant would otherwise pay under this Lease until such time as Tenant fulfills its obligations under this Section, and during such holdover period all of the terms of this Lease and Tenant's obligations hereunder shall remain in full force and effect.

(d) "Hazardous Substance" shall mean (i) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs" as defined in 40 C.F.R. 761, et seq., or analogous regulations promulgated under the Toxic Substances Control Act, as amended, (iii) "asbestos" as defined in 29 C.F.R. 1910.1001, et seq. or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended, (iv) oil and petroleum based products, (v) radioactive material or waste, (vi) biological and other medical products and waste material, and (vii) "hazardous wastes" as defined in the Resource Conservation and Recovery Act as amended; as such acts may be amended from time to time, and as such terms may be expanded by additional legislation of a general nature.

Section 19.25 Termination Right. Provided that Tenant is not in default hereunder beyond any applicable cure period, in the event more than fifty percent (50%) of the Shopping Center is vacant at one time and remains so vacant for a period of more than six (6) months with no leases pending pursuant to an executed letter of intent, which if consummated, would result in a vacancy rate of less than fifty percent (50%), then Tenant shall have the right upon sixty (60) days written notice, to landlord, to terminate this Lease.

ARTICLE XX
Deposit

Section 20. Deposit. It is agreed that Tenant concurrently with the execution of this Lease has deposited with Landlord, and will keep on deposit at all times during the Lease Term and any extensions thereof, the sum of **Six Thousand Three Hundred Eighty Eight dollars (\$6,388)**, the receipt of which is hereby acknowledged, as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions, and covenants of this Lease. If at any time during the Lease Term, Tenant shall be in default in the performance of any provision of this Lease, Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rent in default as aforesaid, in reimbursement of any expense as incurred by Landlord, and in payment of any damages incurred by Landlord by reason of Tenant's default. In such event, Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said deposit to its original amount. In the event said deposit has not been, utilized as aforesaid, upon full performance of this Lease by Tenant, said deposit, or as much thereof as has not been utilized for such purpose, shall be refunded to Tenant, without interest, within sixty (60) days after the later of (i) termination of the Lease or (ii) surrender and acceptance of the Premises; provided, however, landlord may retain the same as security for payment of all additional Rent attributable to the period prior to such termination until said amount, are calculated and paid in accordance with the provisions hereof. Landlord shall have the right to commingle said deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the premises in the event such interest shall be sold, and thereupon Landlord shall be discharged from further liability with respect to such deposit. If claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims.

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

HIGHLANDS RANCH MARKETPLACE, LLC

By Robert E. Simmons

By Manager "Landlord"

LREIFF, Inc., a Colorado corporation

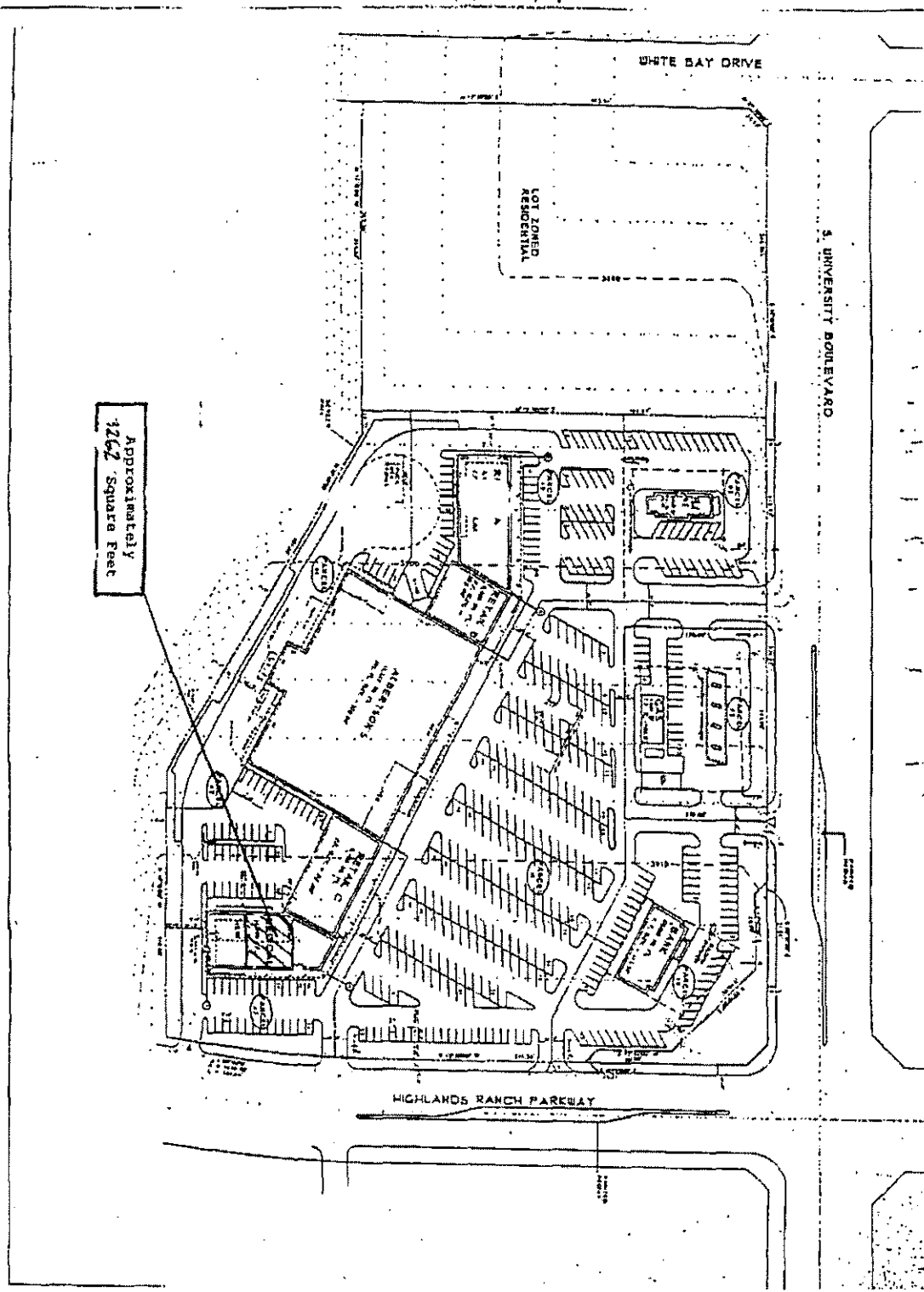
By Lawrence M Reiff

Title PRESIDENT "Tenant"

LIST OF EXHIBITS

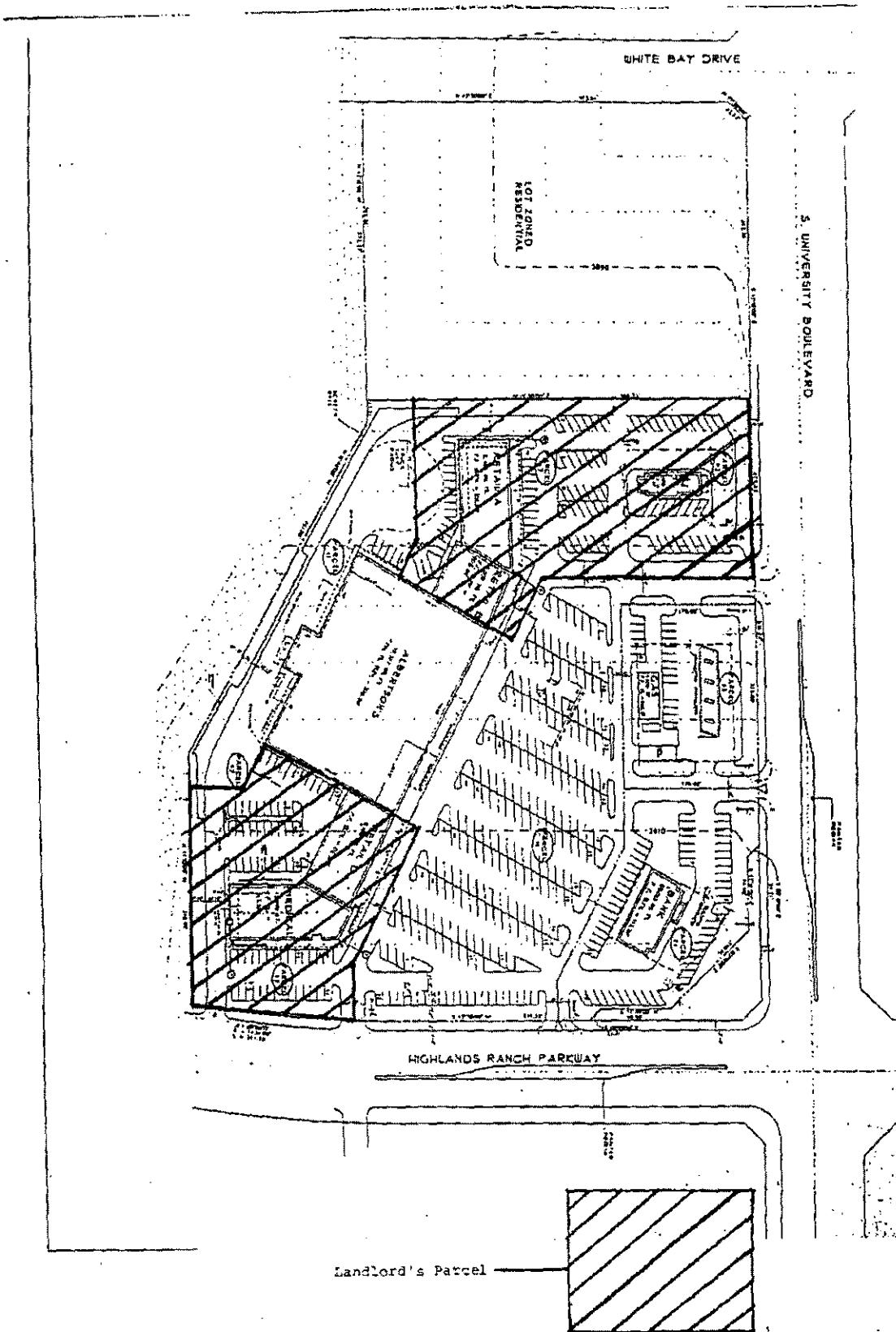
- Exhibit A Demised Premises
- Exhibit A-1 Landlord's Parcel/Other Parcel
- Exhibit B Legal Description of Shopping Center
- Exhibit C Work Letter
- Exhibit D Sign Criteria
- Exhibit E Estoppel Certificate
- Guaranty of Lease
- Option to Extend

SITE PLAN
EXHIBIT "A"



Approximately
1262 Square Feet

EXHIBIT A-1
LANDLORD'S PARCEL



LEGAL DESCRIPTION

Lots 1 - 5, Highlands Ranch filing No. 123-A,
County of Douglas, State of Colorado

EXHIBIT C
WORK LETTER

Tenant accepts space in its "AS IS" condition. However, Landlord warrants that all electrical, plumbing and HVAC systems are in good working order for a period of six (6) months after lease commencement.

Landlord and Tenant will work together to use one mutually acceptable contractor to complete both Landlord's portion and Tenant's portion of the work. Landlord shall be responsible to pay for a wall and security door at the top of the stairs in the rear to its space. Furthermore, Landlord shall pay for separating existing utilities (including HVAC, gas, electric) and shall cause the premises to be separately metered (or sub-metered) for gas and electric. Landlord shall otherwise provide the space in "as is" condition. All work other than described herein (including but not limited to Tenant's build twelve massage therapy rooms, three offices, breakroom, and reception area) shall be done at Tenant's expense. Landlord agrees to reimburse Tenant for a maximum of \$2.00 per square foot toward Tenant's improvement of the space. Said improvement allowance shall be paid to Tenant upon Tenant opening for business, providing that all work has been completed, Tenant provides copies of paid receipts, and provided Tenant has submitted to Landlord all lien waivers from contractors performing work. Notwithstanding Landlord and Tenant's agreement to utilize one contractor, said contractor shall be considered Tenant's agent, and no delays in the completion of the work caused by said contractor, whether on Landlord's portion or Tenant's portion, shall operate to delay the occurrence of the date in which Minimum Rent becomes due pursuant to Section 2.1.

EXHIBIT "D"
RETAIL SHOPS SIGN CRITERIA
HIGHLANDS RANCH MARKETPLACE

Each Tenant shall submit or cause to be submitted within three (3) weeks of the date of execution of this Lease to Landlord for approval before fabrication, at least three (3) copies of detailed drawings indicating the location, layout, size, and design of the proposed sign, including all lettering and/or graphics and dimensions to, neighboring signs and major building elements.

All necessary permits for signs and their installation shall also be obtained by Tenant or Tenant's representative. The Tenant agrees to comply with all appropriate governmental requirements, including the requirements regulating the signage as described herein in Douglas County.

Tenant shall be responsible for all manufacturing, installation, and repair costs of said signs, as well as for the fulfillment of all requirements and specifications.

All Tenants are obligated to have signs and all signs shall, in addition to complying with all governmental requirements, be reviewed for conformance with this criteria and overall do sign quality. Approval and disapproval of sign submittals based on aesthetics or design shall remain the sole right of Landlord.

Exterior -Fascia Identification Sign:

All Tenants will be allowed one principal identification sign mounted in the area designated by Landlord on the building fascia. Tenants with 100 or more lineal feet of shop frontage and sign fascia shall be allowed two such sign areas. The size of said sign will be computed according to the following formulas:

1.5 feet x 2/3 of Tenant's storefront

Regardless of this formula, the following maximum and minimum shall apply:

- A. No Tenant sign shall exceed 40 square feet.
- B. Every Tenant shall be allowed a minimum sign of 24 square feet.

All signs will be composed of individual, internally illuminated, pan channel letters. The individual letters or symbols shall be subject to the following criteria:

- A. Shall not exceed 24" in height.
- B. Each letter stroke shall be a minimum of 1-1/2".
- C. The depth of die letter shall not be less than 4" nor more than 6".
- D. Shall be mounted directly to the sign fascia without an intervening raceway. All signs shall be mounted with tic horizontal center line of the display centered within the signband portion of the building fascia. Best efforts should be made to position the vertical center line of the display at the center of the Tenant's fascia frontage
- E. All letters shall be internally illuminated and constructed so that no light is directly visible front any location in the shopping center.
- F. Translucent letter faces may be of any color. Pan channel returns and trim caps to be painted industrial enamel matte. Finish, color to match "Benjamin Moore PH83".

All Tenants must conform to the above criteria. Any substitutions or changes must be reviewed and approved by Landlord.

The final location of all signage shall be subject to mutual approval of Landlord and Tenant

Exterior Tenant Soffit Identification Sign

All Tenants shall be required to have installed an exterior walkway soffit sign mounted in the area designated by Landlord. The sign shall be constructed and installed in accordance with the accompanying drawing, Highlands Ranch Marketplace Exterior Tenant Soffit Identification Sign.

See attached sketch for schematic detail.

Conformance Criteria All Signs:

Lettering of all store signs shall be limited to the business or trade name of the premises as it appears on the Lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Letter style will not be restricted. Letter style should, however, be compatible with the design character of the Shopping Center. Tenant shall be responsible for the full cost of all repairs necessary to the building fascias and soffits as a result of the removal or modification of die sign. This includes removal of airsigns and repairs to the fascia due to termination of tenancy, or any other occurrence related to said signage that causes damage or discoloration to the building fascia.

Landlord will provide installation of sign power from the Tenant's panel to the sign location. Each Tenant's sign lighting shall be switched on and off via a relay connection to the common "house" photo cell/timer also provided by the Landlord. Tenant shall be responsible for connection to these power and relay circuit) at the sign location.

Each Tenant shall be permitted to place upon each entrance of its demised premises not more than 144 square inches of decal application lettering not to exceed 3 1/2 inches in height, indicating hours of business, emergency telephone number etc. except as provided herein, no advertising placards, banners, pennants, names, insignias, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of building.

Landlord reserves the right to at any time and in any manner permit, or require, variations from the aforementioned criteria. This shall include all cases of signage design, color, illumination, quantity and

construction that, at the sole discretion and opinion of Landlord, would more appropriately serve the Shopping Center and its respective tenantry.

Conformance with this criteria will be strictly enforced and any installed, nonconforming or unapproved signs must be brought into conformance at the expense of Tenant.

LANDLORD: Robert E. Simons

TENANT: Lawrence M. Reiff

EXHIBIT "E" "SAMPLE"
TENANT'S ESTOPPEL CERTIFICATE
HIGHLANDS RANCH MARKETPLACE

TO: _____

RE: Lease of _____

Date of Lease _____

The undersigned is the Tenant under the Lease. Tenant certifies to Highlands Ranch Marketplace, LLC its successors, transferees, and assigns and acknowledges and agrees that:

1. The following information concerning the Lease is true and correct:

Landlord: Highlands Ranch Marketplace, LLC ("Landlord")

Tenant: _____ ("Tenant")

Premises: _____

Amendments, Modifications, Assignments or Assumptions: _____

Commencement Date: _____

Expiration Date of Term: _____

Monthly rent under the Lease: _____

Fixed Minimum Rent: \$ _____

Common Area Maintenance: _____

Real Estate Taxes: _____

Insurance: _____

Renewal Option: _____

Amount of Security Deposit: _____

2. The Lease represents the entire agreement between Landlord and Tenant and has not been modified or amended except as indicated above and is in full force.

3. All rent and additional rent payable under the Lease as of the date of this certificate has been paid in full and no rent or additional rent to become payable under the Lease has been paid more than 30 days in advance.

4. All work required of the Landlord under the Lease has been completed in accordance with the terms of the Lease and to the full satisfaction of Tenant. Tenant has accepted and occupies the Leased Premises in its presently existing condition. Tenant is the actual occupant in possession, and has not entered into a sublease, assigned, or otherwise transferred Tenant's interest in all or any portion of the Leased Premises.

5. Tenant has not been granted any free rent or any concession in or abatement of rent.

6. Tenant has no option or other right to purchase all or any part of the Leased Premises. Tenant has no right or interest with respect to the Leased Premises other than as tenant under the Lease.

7. Tenant is not in default in the performance of the Lease, nor has Tenant committed any breach thereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant.

8. Landlord is not in default in the performance of the Lease, nor has it committed any breach thereof.

9. Tenant has not filed a petition in bankruptcy, or an assignment for the benefit of creditors, or any petition seeking reorganization or arrangement under the laws of the United States or any state.

10. Tenant makes this certificate with the understanding that _____ is acquiring the Leased Premises in material reliance on this certificate.

TENANT:

Dated: _____

STATE OF COLORADO)
)SS
)

COUNTY OF _____

On the _____ day of _____, 20__ before me, the undersigned a Notary Public in and for said State, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires:

GUARANTY OF LEASE

WHEREAS, a certain Lease (herein, the "Lease") dated as of JULY 30, 2004, has been executed by and among Highlands Ranch Marketplace, LLC (herein and therein called "Landlord"), Lawrence M. Reiff, individually and severally (herein and therein called Guarantor").

WHEREAS, the Landlord has required as a condition to its execution of the Lease that the Guarantor guarantee the full performance of the obligations of Tenant under the Lease arising from and after the Effective Date; and

WHEREAS, the Guarantor is desirous that the Landlord enter into the Lease with Tenant;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, the Guarantor hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by Tenant including, without limitation, the payment of Base Rent, Additional Rent, and all other payments and charges to accrue there under, arising from and after the Effective Date. The Guarantor further agrees as follows:

1. This covenant and agreement on Guarantor's part shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of the Lease entered into by and between the parties thereto, or the successors or assigns, or notwithstanding any assignment of the Lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the Lease shall in any manner release or discharge the Guarantor, and the Guarantor hereby consents to any such extension, modification, alteration, or assignment.
2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance of abandonment by a trustee of Tenant.
3. Landlord may, without notice, assign this Guarantee in whole or in part; and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor.
4. The liability of the Guarantor under this Guarantee shall be primary; and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the Guarantor without having commenced any action, or having obtained any judgment against the Tenant.
5. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee against the Guarantor, individually and jointly.
6. Guarantor does hereby request notice of any demand by Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease. The use of the singular herein shall include the plural. The obligation of two or more guarantors shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.
7. This Guarantee shall remain in full force and effect during the entire Term of Lease, as that Term may be extended from time to time by Tenant.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee as of the 30th day of JULY, 2004.

GUARANTOR: Lawrence M. Reiff
Lawrence M. Reiff

State of Colorado
County of Douglas

Subscribed and sworn before me this 30th day of July, 2004.

Lawrence M. Reiff
as owner and guarantor of L Reiff Inc.

Witness my hand and official seal.

My commission expires: 1/7/2006
Susan J. Pommerening
Notary Republic

OPTION TO EXTEND

As additional consideration for the covenants of Tenant under this Lease, the Landlord hereby grants to Tenant an option (the "Option") to extend the term of this Lease for One (1) additional (consecutive) term of five years (the "Option Term") upon the same terms and conditions contained in the Lease (but with no right to further extend the Lease Term other than as provided herein), except for the Minimum Rent, provided as a condition of such extension, Tenant: (i) has not been sent more than three (3) letters notifying Tenant of non-compliance with the terms and conditions of the Lease during Tenant's tenancy; (ii) is not in default in the payment of rent or performance of its other obligations under this Lease at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term; and (iii) has not subleased more than 25 % of the premises, at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term. At time of exercise of such option, Lessee shall provide evidence of a satisfactory continuing guarantee of this lease, unless otherwise agreed to by Landlord.

A. The monthly Minimum Rent for each Lease Year of the (respective) Option Term shall be as follows:

<u>Option Term</u>	<u>Minimum Rent Per Month</u>
11/1/09-10/31/10	\$7,135.63 (\$26.25 psf)
11/1/10-10/31/14	\$7,339.50 (\$27.00 psf)

B. If the Tenant elects to exercise the Option hereunder, it shall do so by giving the Landlord written notice of such election not earlier than twelve (12) months and not later than nine (9) months prior to the expiration of the initial Lease Term or the then current Option Term as the case maybe. If Tenant gives such notice, and provided the other conditions to the extension have been satisfied, the term of the Lease shall be automatically extended for the Option Term at the rental computed and payable as set forth herein without requiring further action by the parties. However, at the request of either party, the parties shall execute an amendment to the Lease to confirm the terms of the extension. Unless Landlord is timely notified by Tenant in accordance with this Paragraph, the Option shall terminate and the Lease shall expire in accordance with its terms at the end of the initial Lease Term or the then current Option Term, as the case may be.

C. Tenant shall commence paying the revised amount of Minimum Rent on the first day of the month the (respective) Option Term commences without notice from Landlord.

D. After exercise of the Option described above, there shall be no further rights on the part of Tenant to extend the term of the Lease.

E. The Option shall apply to all space under the Lease Agreement at the time the (respective) Option Term is due to commence and Tenant may not elect to extend the term of the Lease as to only a portion of such space.

By: Robert E. Simmons
Landlord

By: Lawrence M. Rauff
Tenant

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

This Second Amendment to Lease Agreement (the "**Second Amendment**") is made as of the 17th day of March, 2009, by and between ACP HRM INVESTORS, LLC, a Colorado limited liability company ("**Landlord**") and LREIFF, Inc., a Colorado corporation ("**Tenant**").

RECITALS:

- A. Landlord is the owner of certain real property located in Douglas County, State of Colorado, known as Highlands Ranch Marketplace ("the **Shopping Center**").
- B. Landlord, as successor-in-interest, and Tenant are parties to that certain Lease dated July 30, 2004, as amended by that certain First Amendment to Lease dated November 19, 2004 (collectively, the "**Lease**"), which covers a portion of the Shopping Center, known as 9471 South University Boulevard, Highlands Ranch, CO 80126 (the "**Premises**").
- C. Landlord and Tenant desire to amend the Lease as provided in this Second Amendment.

AGREEMENTS:

1. **Definitions.** All defined terms appear in this Second Amendment with the first letter of each word capitalized. All terms not defined in this Second Amendment shall have the same meanings ascribed to those terms in the Lease.

2. **Amendments.**

- (i) Tenant hereby elects to exercise its option to extend the Term as set forth in the Exhibit to the Lease entitled "Option to Extend". Pursuant to the terms thereof, the Option Term shall commence on November 1, 2009 and will expire on October 31, 2014 (the "**Option Term**").
- (ii) Section A of the Exhibit to the Lease entitled "Option to Extend" shall be deleted in its entirety and replaced with the following:

The monthly Minimum Rent for each Lease Year of the Option Term shall be as follows:

Option Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/09 – 10/31/10	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/10 – 10/31/11	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/11 – 10/31/12	\$ 6,935.50	\$ 83,226.00	\$ 26.00
11/01/12 – 10/31/13	\$ 7,068.88	\$ 84,826.50	\$ 26.50
11/01/13 – 10/31/14	\$ 7,202.25	\$ 86,427.00	\$ 27.00

All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Option Term

- (iii) Exhibit C to the Lease is hereby deleted in its entirety and replaced with the following text:

If the Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Landlord shall provide to Tenant an allowance (the "**Allowance**") for partial reimbursement of the cost of remodeling the Premises in an amount not to exceed Twenty-Four Thousand and Seven Dollars and 50/100 (\$24,007.50). Payment of the Allowance shall be made to Tenant by Landlord within thirty (30) days after Landlord's receipt of Tenant's written request accompanied by copies of all invoices and final and unconditional lien waivers from Tenant's contractor and all subcontractors and suppliers who furnished labor and/or materials in connection with the remodeling the Premises.

(iv) The following Article XXI is hereby added to the Lease:

ARTICLE XXI

Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an event of default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an event of default, then Tenant shall have, and is hereby granted an option (the "**Option**") to extend the Term for an additional five (5) years (the "**Extended Term**"). Except for monthly Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during the Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Additional Extended Term. If Tenant desires to exercise its Option to so extend the Term, then it shall deliver a notice of exercise (the "**Option Notice**") to Landlord on or before March 1, 2014, but not before November 1, 2013, time being of the essence. If Tenant properly delivers an Option Notice, then the Term of the Lease shall automatically be extended and shall expire on October 31, 2019. Unless otherwise specifically provided elsewhere in the Lease, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during the Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

The monthly Minimum Rent for the Extended Term shall be calculated as follows:

Extended Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/14 – 10/31/15	\$ 7,602.24	\$ 91,228.50	\$ 28.50
11/01/15 – 10/31/16	\$ 7,735.75	\$ 92,829.00	\$ 29.00
11/01/16 – 10/31/17	\$ 7,869.13	\$ 94,429.50	\$ 29.50
11/01/17 – 10/31/18	\$ 8,002.50	\$ 96,030.00	\$ 30.00
11/01/18 – 10/31/19	\$ 8,135.88	\$ 97,630.50	\$ 30.50

3. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

4. **Lease Ratification; Estoppel.** Tenant acknowledges the following: (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except

as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

5. **Effect of Amendment.** This Lease, as amended and supplemented by this Second Amendment, is hereby ratified and shall remain in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Second Amendment, then the terms of this Second Amendment shall prevail.

This Second Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the date first above written.

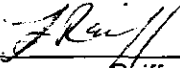
LANDLORD:

TENANT:

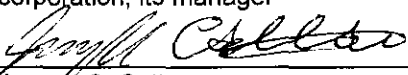
ACP HRM INVESTORS, LLC, a Colorado limited liability company

LREIFF, INC., a Colorado corporation

By: ACP DGSC INVESTORS, LLC, an Arizona limited liability company, its sole member

By: 
Name: Lawrence Reiff
Its: President

By: A & C Properties, Inc., an Arizona corporation, its manager

By: 
Name: Joseph C. Cattaneo
Its: President

LANDLORD CONSENT TO SALE OF BUSINESS AND ASSIGNMENT AND ASSUMPTION OF LEASE

THIS LANDLORD CONSENT TO SALE OF BUSINESS AND ASSIGNMENT AND ASSUMPTION OF LEASE (this "Consent") is entered into effective as of this 15th day of July 2019 (the "Effective Date"), by and between LReiff, Inc., a Colorado corporation ("Assignor"), Larry Reiff ("Reiff"), and AFG ME WEST HIGHALNDS RANCH, LLC, a Georgia limited liability company ("Assignee"), and HRM SPE, LLC, a Delaware limited liability company ("Landlord").

RECITALS:

A. Assignor is the lessee under that certain lease dated as of July 30, 2004 (the "Lease"), by and between Assignor as lessee and Landlord as lessor, as amended by that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by that certain Second Amendment to Lease Agreement dated March 17, 2009, as amended by that certain Third Amendment to Lease dated February 26, 2014 (collectively, the "Lease").

B. The Lease relates to 9471 South University Blvd., Highlands Ranch, CO 80126 (the "Premises").

C. Under the Lease, Landlord's consent to the sale of the membership interests and other assets and assignment of the Lease by Assignor to Assignee is required.

D. Landlord is unwilling to grant such consent absent the agreement by Assignor, Reiff (collectively, the "Tenant Parties") and Assignee with the terms and conditions set forth herein.

E. A complete and accurate copy of the Lease, Reiff's executed personal guaranty of the Lease (the "Existing Guaranty" and all amendments thereto are attached to this Consent as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Consent, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ratification of Lease. The Lease, and all terms, provisions and conditions set forth therein are hereby ratified and confirmed by Landlord and the Tenant Parties and shall remain in full force and effect. In the event of any conflict or discrepancy between this Consent and the Lease, the terms and conditions of this Consent shall control and supersede the terms and conditions of the Lease.
2. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Lease, including but not limited to the security deposit under the Lease, subject to all terms, conditions, covenants, and agreements contained in the Lease, any amendments thereto or any other amendments to the Lease made during its term or any extension thereof (the "Assignment"). In making this Assignment, Reiff specifically acknowledges, for the benefit of Landlord, that he is not released from

his obligations under the Existing Guaranty and that he shall remain liable under the Existing Guaranty, jointly and severally, with Tenant for the performance of all terms, conditions, covenants and agreements set forth in the Lease, regardless of, without notice of, and including, any amendments to the Lease made during its term or any extension thereof.

3. Assumption of Lease. Assignee hereby accepts the Assignment set forth above, and expressly assumes and agrees to perform all the terms, conditions, covenants, and agreements of such Lease arising or accruing after the Effective Date hereof.
4. Personal Guaranty by Assignee. Landlord shall not require a new personal guaranty by Assignee and Reiff shall remain liable under the Existing Guaranty for the duration of the Lease.
5. Consent of Landlord. Landlord, for and in consideration of the sum of FIVE HUNDRED and NO/100 Dollars (\$500.00), which payment is the joint and several obligation of Reiff and Assignee, hereby consents to this Assignment, (i) without releasing Reiff from his obligations under the Existing Guaranty, (ii) subject to and contingent upon the full and complete performance by each of the Tenant Parties of all of the terms and conditions of the Lease, and the Existing Guaranty, (iii) specifically reserving all remedies available in law or equity against each of the Tenant Parties for any breach of any term, covenant, agreement or condition of the Lease, and (iv) without waiving any other right of Landlord under the Lease or otherwise available to Landlord in law or equity under the Lease or any personal guaranties of the Lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Consent as of the day and year first above written.

LANDLORD:

HRM SPE, LLC, a Delaware limited liability company

By: _____

John Webb, Manager

ASSIGNOR:

LReiff, Inc., a Colorado corporation

By: 

Larry Reiff, its OWNER

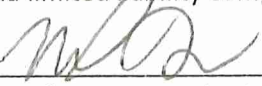
REIFF:

By: 

Larry Reiff, individually, as guarantor

ASSIGNEE:

AFG ME WEST HIGHLANDS RANCH, LLC, a
Georgia limited liability company

By:  _____
Mike Drum, Authorized Signatory

"Exhibit A"
Existing Lease, Guaranty, Amendments

[attached]

THIRD AMENDMENT

TO

LEASE AGREEMENT

This Third Amendment to the Lease Agreement (the "Third Amendment") is made as of the 26th day of February, 2014, by and between HRM SPE LLC, a Delaware limited liability company, as successors in interest of ACP HRM INVESTORS, LLC, A Colorado limited liability company ("Landlord") and LREIFF, INC., a Colorado corporation, dba Massage Envy. ("Tenant").

RECITALS:

- A. Landlord and Tenant, as successors-in-interest, are parties to that certain Lease dated July 30, 2004, as amended by a.) that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by; b.) that certain Second Amendment to Lease Agreement dated March 17, 2009 (collectively, the "Lease") with respect to the premises defined at 9471 South University Blvd., Highland Ranch, CO 80126 (the "Premises").
- B. The term of the Lease expires on October 31, 2014 ("Term").
- C. Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and expand the Tenant's space, all as provided in this Third Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Tenant and Landlord agree that the Lease is hereby amended as follows;

AGREEMENTS:

- 1. **Definitions.** All defined terms appear in this Third Amendment with the first letter of each word capitalized. All terms not defined in the Third Amendment shall have the same meanings ascribed to those terms in the Lease.
- 2. **Amendments.**
 - a. Tenant wishes to expand its square footage from 3,201 square feet by 428 square feet for a total of 3,629 square feet. Tenant's Pro Rata Share shall be increased from 8.98% to 10.18%.
 - b. Tenant hereby wishes to extend its current lease for an additional ten (10) years, commencing on November 1, 2014 and terminating on October 31, 2024 (the "Third Extended Term").
 - c. Commencing May 1, 2014, Minimum Rent shall be calculated according to the following schedule:

Landlord's Initials



1

Tenant's Initials



Specific Lease Term Dates	Minimum Monthly Rent	Total Rent	Per Sq. Ft.
5/1/14-10/31/14	\$ 8,129.58	\$ 56,907.06	\$ 26.88
11/1/14-10/31/15	\$ 7,862.83	\$ 94,354.00	\$ 26.00
11/1/15-10/31/16	\$ 8,014.04	\$ 96,168.50	\$ 26.50
11/1/16-10/31/17	\$ 8,165.25	\$ 97,983.00	\$ 27.00
11/1/17-10/31/18	\$ 8,316.46	\$ 99,797.50	\$ 27.50
11/1/18-10/31/19	\$ 8,467.67	\$ 101,612.00	\$ 28.00
11/1/19-10/31/20	\$ 8,618.88	\$ 103,426.50	\$ 28.50
11/1/20-10/31/21	\$ 8,770.08	\$ 105,241.00	\$ 29.00
11/1/21-10/31/22	\$ 8,921.29	\$ 107,055.50	\$ 29.50
11/1/22-10/31/23	\$ 9,072.50	\$ 108,870.00	\$ 30.00
11/1/23-10/31/24	\$ 9,223.71	\$ 110,684.50	\$ 30.50

Tenant acknowledges that all other amounts due and payable by Tenant to Landlord pursuant to the Lease shall remain unchanged as provide therein.

3. **Tenant Improvements.** Landlord shall perform the following work prior to May 1, 2014:
 - i. Construct, Carpet, Paint, and install Millwork in Expanded space of 428 sq. ft. and Reconfigure, Paint, and Floor Lobby/Waiting area/Tranquility room/Front Offices per "Exhibit A" with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - ii. Paint and Carpet Hallways with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - iii. Changes to Existing areas of the space (i.e. existing Therapy Rooms, Break room, storage rooms, and bathrooms), Reception desk, and finishes above standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013 are at Tenant's sole cost.
 - iv. Landlord to approve design, which approval shall not be unreasonably withheld.

4. **Guaranty.** Tenant's obligations under the Lease accruing on and after the Effective Date hereon shall continue to be personally guaranteed by Lawrence M. Reiff, under the same terms as defined by the Guaranty of Lease dated July 30, 2004. This Guaranty shall remain effective for the Ten-year extension and extend to the total Lease obligations of the 3,629 sq. ft.

5. **Option.** See "Exhibit B" attached hereto

6. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

Landlord's Initials



2

Tenant's Initials



7. **Lease Ratification; Estoppel.** Tenant acknowledges the following; (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

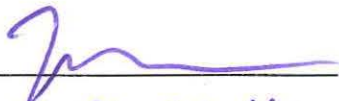
8. **Effects of Amendment.** This Lease, as amended and supplemented by this Third Amendment, is hereby ratified and shall remain in full force and effect. If this is any conflict between the terms of the Lease and the terms of this Third Amendment, then the terms of this Third Amendment shall prevail.

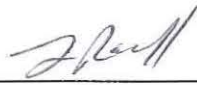
9. **Successors and Assigns.** This Third Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease as of the date first above written.

LANDLORD:
 HRM SPE LLC
 a Delaware limited liability company

TENANT:
 LREIFF, INC.,
 a Colorado corporation,
 dba Massage Envy

By: 
 Name: John C. Wells
 Its: Manager

By: 
 Name: LARRY REIFF
 Its: OWNER

GUARANTOR(S);
 By: 
 Name: LARRY REIFF

Landlord's Initials



Tenant's Initials


Exhibit B

Option to Extend Term

26 Exhibit B to Third Amendment to the Lease Agreement (the "Third Amendment") dated February 26, 2014, between HRM SPE, LLC, a Delaware limited liability company ("Landlord"), and LREIFF, INC., a Colorado corporation, dba Massage Envy ("Tenant").

1. Option to Extend Term. Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an Event of Default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an Event of Default, then Tenant shall have, and is hereby granted, the option (the "Option") to extend the Term for one (1) additional period of five (5) years each (each, an "Extended Term", and together, the "Extended Terms"). Except for Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during each Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term after the expiration of the last of the Extended Terms. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during an Extended Term. If Tenant desires to exercise its Option to so extend the Term or an Extended Term, as the case may be, then it shall deliver a notice of exercise (the "Option Notice") to Landlord at least nine (9) months but not more than twelve (12) months prior to the current Termination Date, time being of the essence. If Tenant properly delivers an Option Notice, then the Termination Date of the Lease shall automatically be adjusted to refer to the date upon which the exercised Extended Term terminates. Unless otherwise specifically provided elsewhere in the Lease or in this Rider, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during any Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

2. Minimum Rent Adjustments. Minimum Rent for each Extended Term shall be calculated as follows:

The parties shall have thirty (30) days after Landlord receives the Option Notice to agree upon Minimum Rent for the Extended Term. If the parties agree on Minimum Rent for comparable space in the Highlands Ranch boundaries for the Extended Term during that period, then they shall immediately execute an amendment to this Lease stating Minimum Rent for the Extended Term. If the parties are unable to agree upon Minimum Rent for any Extended Term, then the parties shall each designate an appraiser holding the M.A.I. designation within ten (10) days after the expiration of the thirty (30) day period. If either the Landlord or the Tenant does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the "fair" Minimum Rent for the Extended Term. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third

Landlord's Initials

5

Tenant's Initials





appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) appraisers are given to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree on the third appraiser, either the Landlord or Tenant may petition the Judicial Arbiter Group for the selection of a third appraiser who meets the qualifications stated in this paragraph. Within ten (10) days thereafter, the three M.A.I. appraisers shall determine, by a majority consensus, the "fair" Minimum Rent for the Extended Term. As used in the preceding sentences, the term "'fair' Minimum Rent for the Extended Term" shall be the rental rate (including all escalations) at which tenants lease comparable space as of the commencement of the Extended Term. The term "comparable space" means retail space that is: (i) not subleased; (ii) not subject to another tenant's expansion rights; (iii) comparable in size, location, and quality to the Premises; (iv) leased for a term comparable to the first Extended Term; and (v) located in comparable buildings within the Shopping Center.

3. Right to Abatement of Rent Terminates Upon Exercise. If Tenant exercises an Option at any time when Tenant is paying a reduced Minimum Rent in accordance with any provision of the Lease, then Tenant shall be deemed to have waived its right to pay reduced Minimum Rent during the Extended Term. If Minimum Rent during any Extended Term is calculated based upon the Minimum Rent in effect immediately prior to the Extended Term, then the Minimum Rent during the Extended Term shall be calculated based upon the full Minimum Rent in effect at that time, and not based upon any reduced Minimum Rent that may have been permitted pursuant to this Lease.

4. Option Personal to Tenant. The Option is personal to Tenant and any Transferee pursuant to a Transfer approved by Landlord, and may not be exercised or assigned, voluntarily or involuntarily, by or to any other Person.

5. Restrictions on Exercise. Tenant shall not have the right to exercise the Option, notwithstanding anything set forth above to the contrary:

a. During the time commencing from the date the Landlord gives to Tenant a written notice that Tenant is in breach under any provisions of this Lease, and continuing until the breach alleged in the notice is cured;


b. During the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) continuing until the obligation is paid;

c. In the event that Landlord has given to Tenant two (2) or more notices of breach and a late charge has become payable under the Lease for each of such breaches, whether or not the breaches are subsequently cured during the applicable cure period and prior to the last day on which Tenant is entitled to exercise the Option.

6. No Extension of Time to Exercise. The period of time within which the Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Option because of the provisions of Section 5 of this Rider.

7. Termination of Extension Rights. All rights of Tenant under the provisions of this Rider shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Option, if, after such exercise, but prior to the commencement date of the Extended Term, (1) Tenant fails to pay

Landlord's Initials


Tenant's Initials


Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to commence to cure a default within five (5) days after the date Landlord gives notice to Tenant of such default; or, (3) Landlord gives Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured.

8. No Other Rights to Extend. Tenant shall have no other right to extend the Term of this Lease beyond the Extended Terms described in this Rider.

9. Definitions. Capitalized terms used in this Rider without definition shall have the definition assigned to such terms in the Lease, unless the context requires otherwise.

10. Full Force and Effect. Except as specifically modified by this Rider, the Lease remains in full force and effect.

Landlord's Initials



7

Tenant's Initials



"Exhibit A"

LEASED PREMISES

See construction drawings:

- A-01 thru A-04 dated March 6, 2014
- M-1 dated January 24, 2014
- E0.1, E1.1, E1.2 dated February 25, 14

Landlord's Initials



4

Tenant's Initials



**SECOND AMENDMENT
TO
LEASE AGREEMENT**

This Second Amendment to Lease Agreement (the "**Second Amendment**") is made as of the 17th day of March, 2009, by and between ACP HRM INVESTORS, LLC, a Colorado limited liability company ("**Landlord**") and LREIFF, Inc., a Colorado corporation ("**Tenant**").

RECITALS:

- A. Landlord is the owner of certain real property located in Douglas County, State of Colorado, known as Highlands Ranch Marketplace ("the **Shopping Center**").
- B. Landlord, as successor-in-interest, and Tenant are parties to that certain Lease dated July 30, 2004, as amended by that certain First Amendment to Lease dated November 19, 2004 (collectively, the "**Lease**"), which covers a portion of the Shopping Center, known as 9471 South University Boulevard, Highlands Ranch, CO 80126 (the "**Premises**").
- C. Landlord and Tenant desire to amend the Lease as provided in this Second Amendment.

AGREEMENTS:

1. **Definitions.** All defined terms appear in this Second Amendment with the first letter of each word capitalized. All terms not defined in this Second Amendment shall have the same meanings ascribed to those terms in the Lease.

2. **Amendments.**

- (i) Tenant hereby elects to exercise its option to extend the Term as set forth in the Exhibit to the Lease entitled "Option to Extend". Pursuant to the terms thereof, the Option Term shall commence on November 1, 2009 and will expire on October 31, 2014 (the "**Option Term**").
- (ii) Section A of the Exhibit to the Lease entitled "Option to Extend" shall be deleted in its entirety and replaced with the following:

The monthly Minimum Rent for each Lease Year of the Option Term shall be as follows:

Option Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/09 – 10/31/10	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/10 – 10/31/11	\$ 6,802.13	\$ 81,625.50	\$ 25.50
11/01/11 – 10/31/12	\$ 6,935.50	\$ 83,226.00	\$ 26.00
11/01/12 – 10/31/13	\$ 7,068.88	\$ 84,826.50	\$ 26.50
11/01/13 – 10/31/14	\$ 7,202.25	\$ 86,427.00	\$ 27.00

All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Option Term

- (iii) Exhibit C to the Lease is hereby deleted in its entirety and replaced with the following text:

If the Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Landlord shall provide to Tenant an allowance (the "**Allowance**") for partial reimbursement of the cost of remodeling the Premises in an amount not to exceed Twenty-Four Thousand and Seven Dollars and 50/100 (\$24,007.50). Payment of the Allowance shall be made to Tenant by Landlord within thirty (30) days after Landlord's receipt of Tenant's written request accompanied by copies of all invoices and final and unconditional lien waivers from Tenant's contractor and all subcontractors and suppliers who furnished labor and/or materials in connection with the remodeling the Premises.

(iv) The following Article XXI is hereby added to the Lease:

ARTICLE XXI

Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an event of default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an event of default, then Tenant shall have, and is hereby granted an option (the "**Option**") to extend the Term for an additional five (5) years (the "**Extended Term**"). Except for monthly Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during the Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Shopping Center Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during the Additional Extended Term. If Tenant desires to exercise its Option to so extend the Term, then it shall deliver a notice of exercise (the "**Option Notice**") to Landlord on or before March 1, 2014, but not before November 1, 2013, time being of the essence. If Tenant properly delivers an Option Notice, then the Term of the Lease shall automatically be extended and shall expire on October 31, 2019. Unless otherwise specifically provided elsewhere in the Lease, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during the Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

The monthly Minimum Rent for the Extended Term shall be calculated as follows:

Extended Term Dates	Minimum Rent Per Month	Minimum Rent Per Year	Per Sq. Ft. Per Year
11/01/14 – 10/31/15	\$ 7,602.24	\$ 91,228.50	\$ 28.50
11/01/15 – 10/31/16	\$ 7,735.75	\$ 92,829.00	\$ 29.00
11/01/16 – 10/31/17	\$ 7,869.13	\$ 94,429.50	\$ 29.50
11/01/17 – 10/31/18	\$ 8,002.50	\$ 96,030.00	\$ 30.00
11/01/18 – 10/31/19	\$ 8,135.88	\$ 97,630.50	\$ 30.50

3. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

4. **Lease Ratification; Estoppel.** Tenant acknowledges the following: (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except

as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

5. **Effect of Amendment.** This Lease, as amended and supplemented by this Second Amendment, is hereby ratified and shall remain in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Second Amendment, then the terms of this Second Amendment shall prevail.

This Second Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the date first above written.

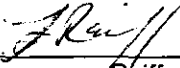
LANDLORD:

TENANT:

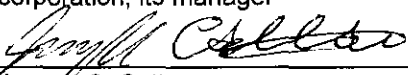
ACP HRM INVESTORS, LLC, a Colorado limited liability company

LREIFF, INC., a Colorado corporation

By: ACP DGSC INVESTORS, LLC, an Arizona limited liability company, its sole member

By: 
Name: Lawrence Reiff
Its: President

By: A & C Properties, Inc., an Arizona corporation, its manager

By: 
Name: Joseph C. Cattaneo
Its: President

Message Envy

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into this 19th day of November, 2004, by and between Highlands Ranch Marketplace, LLC, a Colorado limited liability company ("Landlord") and LREIFF, Inc., a Colorado corporation d/b/a Massage Envy ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated July 30, 2004 (the "Lease") for certain premises identified therein as containing approximately 3,262 rentable square feet (the "Premises") located in the Shopping Center known as Highlands Ranch Marketplace; and

WHEREAS, the Premises has been remeasured and such was found to contain only approximately 3,201 rentable square feet; and

WHEREAS, Landlord and Tenant now therefore desire to amend the Lease to, among other things, redefine the Premises to reflect the actual rentable square footage thereof, to correspondingly modify the amount of Minimum Rent payable under the Lease, and to provide for certain resulting credits and payments due to and from Tenant, respectively.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. Premises and Tenant's Pro Rata Share. As of December 1, 2004 (the "Effective Date"), the Premises, as defined in Article 1 of the Lease, shall be redefined for all purposes, including the determination of Tenant's Pro Rata Share thereunder, to mean that certain approximately 3,201 rentable square feet identified in the architect's remeasurement dated November 8, 2004.

2. Minimum Rent. Based upon the modified square footage of the Premises, Section 2.1 of the Lease shall be amended as of the Effective Date to provide for the payment by Tenant of the following Monthly Minimum Rent for the remainder of the Lease Term:

Lease Term	Monthly Minimum Rent Per Month
12/01/04 - 10/31/05	\$6,268.63 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,402.00 (\$24.00 psf)
11/01/06 - 10/31/07	\$6,535.38 (\$24.50 psf)
11/01/07 - 10/31/08	\$6,668.75 (\$25.00 psf)
11/01/08 - 10/31/09	\$6,802.13 (\$25.50 psf)

3. Adjustments to Minimum Rent and CAM Payments. Tenant acknowledges that it has not yet paid Monthly Minimum Rent and CAM for September and October, 2004. Landlord and Tenant agree that based upon the recalculation of square footage of the Premises, the amount due for such payments is \$3,878.54. Landlord and Tenant further agree that since Tenant's payments of Minimum Rent and CAM for August and November were based upon the original square footage, Tenant is entitled to a credit of \$258.35. Landlord also agrees in connection herewith to provide Tenant with an additional credit of \$1,620.19. Accordingly, Landlord and Tenant agree that the amount due \$2,000.00, as itemized in detail on the calculation attached hereto as Exhibit A. Such sum shall be paid by Tenant upon execution hereof.

Dd8/amerspectrum/highlandmkpl/lreiff/amend1

4. **Extension Option.** The Option to Extend attached to the Lease is hereby amended to provide for the payment of the following Minimum Rent during the Option Term, if properly exercised:

<u>Year</u>	<u>Minimum Rent Per Month</u>
1	\$6,935.50 (\$26.00 psf)
2	\$7,068.88 (\$26.50 psf)
3	\$7,202.25 (\$27.00 psf)
4	\$7,335.63 (\$27.50 psf)
5	\$7,335.63 (\$27.50 psf)

5. **Brokerage Fees.** Tenant warrants that no brokers are representing Tenant in this Amendment, and Tenant agrees to indemnify and hold harmless Landlord from any and all claims made by any broker claiming to be Tenant's representative.

6. **No Rental Abatement.** Tenant shall not receive nor be entitled to claim any free rent, rental abatement or other credits in connection with this Amendment except as expressly set forth above in paragraph 3. Monthly installments of Minimum Rent shall be due and payable as set forth herein and in the Lease, on the first day of each month.

6. **Ratification.** Except as expressly amended, modified or changed herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect during the Lease Term and Landlord and Tenant hereby ratify and reaffirm such terms, conditions and covenants and shall be bound thereby. Tenant further acknowledges that Landlord is not in default under the Lease and Tenant has no claims against Landlord for failure to perform any of its obligations thereunder.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to Lease as of the day and year first above written.

LANDLORD:
HIGHLANDS RANCH MARKETPLACE, LLC
a Colorado limited liability company

TENANT:
LREIFF, INC.
a Colorado corporation

By Robert E. Simons
Its Manager

By [Signature]
Its President

TENANT'S NOTARY BLOCK

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of November, 2004 by _____ of _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public [SEAL]

Dd/amcspectrum/highlandmkpl/lreiff amend1

EXHIBIT "A" - ATTACHMENT TO ADMENDMENT #1

CREDIT DUE TO LREIFF, INC DBA MASSAGE ENVY RELATED TO A REDUCTION OF SQUARE FOOTAGE BY REMEASUREMENT OF LEASED SPACE:

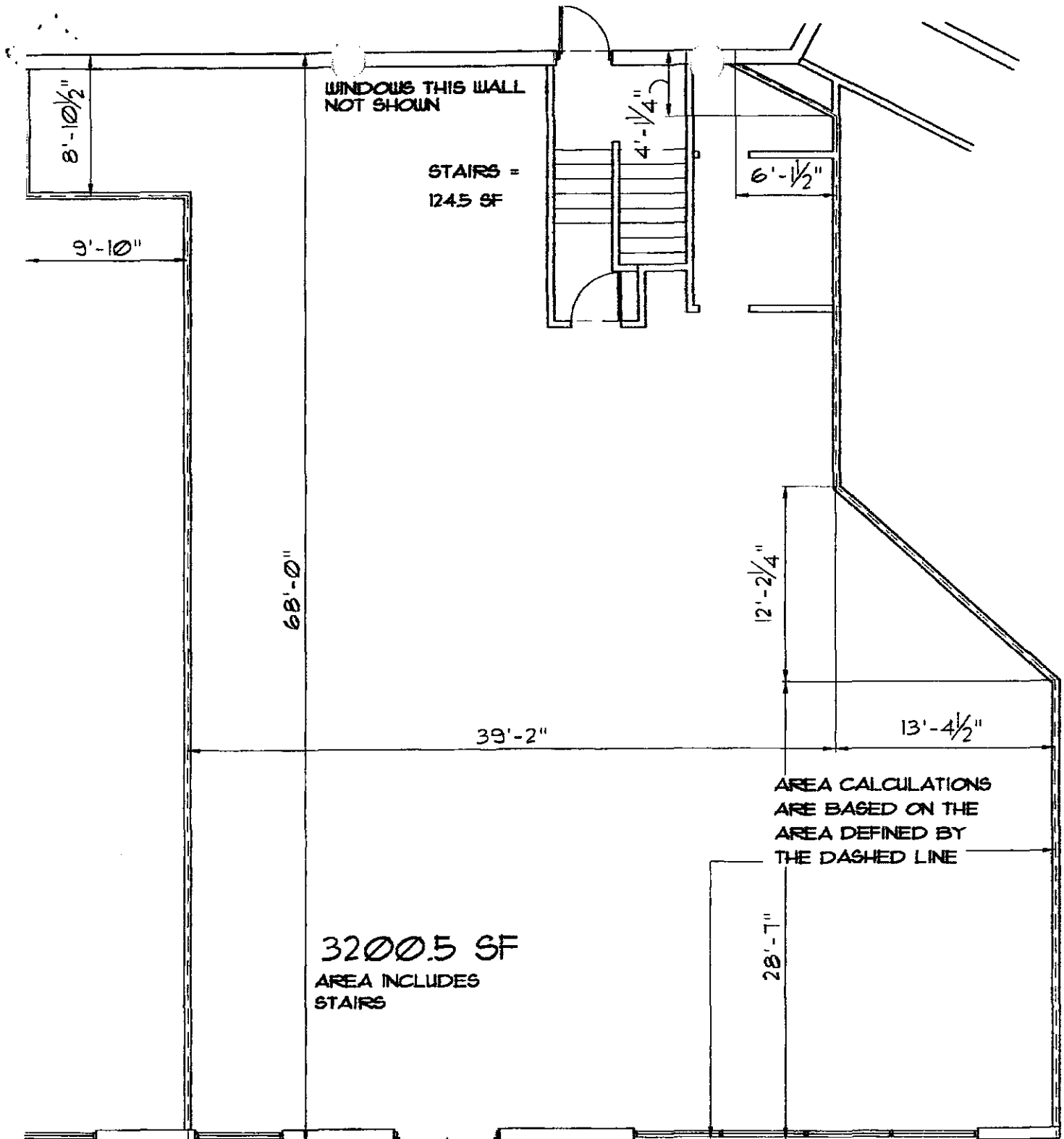
* Approximate square feet in Massage Envy leased space at signing of lease on July 30, 2004:	3,262	CREDIT DUE
* Remeasured square footage of leased space by the "Architects Office" on 11/8/04: (See attachment of newly remeasured space)	3,201	
(*) A Reduction in Square Footage of:	61	
* 2 CAM payments made by MASSAGE ENVY		
(1) August 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:	\$ 1976.23	
(*) August 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:	\$ 1939.27	
(*) A Credit due amounting to:	\$	36.96
(*) August 04 over-payment of CAM due by MASSAGE ENVY (Credit Due):	\$	64.98
(2) November 04 CAM payment based on 3,262 sq ft x estimated 04 CAM of \$7.27:	\$ 1976.23	
(*) (*) November 04 CAM due based on 3,201 sq ft x estimated 04 CAM of \$7.27:	\$ 1939.27	
(*) A Credit due amounting to:	\$	36.96
* One RENT payment made by MASSAGE ENVY		
(1) November 04 Rent paid on basis of 3,262 sq ft x required rent of \$ 23.50:	\$6,388.08	
(*) November 04 Rent due on basis of 3,201 sq ft x required rent of \$ 23.50:	\$6,268.63	
(*) A Credit due amounting to:	\$	119.45
* TOTAL "CREDIT DUE" MASSAGE ENVY FOR CAM & RENT:	\$	258.35

PAYMENT DUE TO HIGHLANDS RANCH MARKETPLACE, LLC (HRM,LLC) FOR NON-PAYMENT OF SEPT & OCT 04 CAM BY LREIFF, INC:

* MASSAGE ENVY payments due for September & October 04 CAM based on 3,201 sf x \$7.27 still due amounting to \$ 1,939.27 per month for a total of:	\$3,878.54	PAYMENT DUE
(a) Tenant agrees that Landlord apply above CAM & RENT credit due amounting to \$ 258.35 to CAM amount still owed by Tenant:	\$	258.35
(*) CAM balance due to Landlord:		\$3,620.19
(b) Landlord agrees to reduce the above CAM of \$3,620.19 still owed by Massage Envy by \$1,620.19 as a "goodwill" gesture:	\$1,620.19	
* CAM BALANCE DUE TO HIGHLANDLANDS RANCH MARKETPLACE,LLC for September & October 2004 unpaid CAM Escrow from MASSAGE ENVY with the signing of ADMENDMENT #1:		\$2,000.00

 (Landlord's Signature) (Date)
 Highlands Ranch Marketplace, LLC

 (Tenant's signature) (Date)
 LREIFF, Inc Dba Massage Envy



AREA PLAN $1/8" = 1'-0"$
 9471 SOUTH UNIVERSITY BLVD.
 HIGHLANDS RANCH, COLORADO
 11-08-04

The Architects Office
 1872 South Ivanhoe Street
 Denver, Colorado
 303-593-1919

LEASE AGREEMENT

Highlands Ranch Marketplace, LLC

(as Landlord)

and

**LREIFF, Inc. a Colorado corporation,
Db a Massage Envy**

(as Tenants)

LEASE AGREEMENT

Table of Contents

ARTICLE I Grant and Term

- Section 1.1 Demised Premises
- Section 1.2 Description and Development of the Shopping Center
- Section 1.3 Term
- Section 1.4 Supplemental Agreement
- Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term
- Section 1.6 Opening of Tenant's Store

ARTICLE II Rent

- Section 2.1 Minimum Rent
- Section 2.2 Remeasurement
- Section 2.3 Reports by Tenant
- Section 2.4 Additional Rent
- Section 2.5 Past Due Minimum Rent and Additional Rent

ARTICLE III Tenant's Work in the Premises

- Section 3.1 Tenant's Obligations

ARTICLE IV Use of Premises

- Section 4.1 Use of Premises
- Section 4.2 Continued Use
- Section 4.3 Compliance With Laws and Regulations
- Section 4.4 Standard of Operation
- Section 4.5 Competition
- Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises

ARTICLE V Maintenance and Repairs

- Section 5.1 By Landlord
- Section 5.2 By Tenant
- Section 5.3 Surrender of Premises

ARTICLE VI Taxes

- Section 6.1 Landlord's Responsibility
- Section 6.2 Tenant's Additional Rent
- Section 6.3 Other Taxes

ARTICLE VII Common Areas and Maintenance Thereof

- Section 7.1 Common Areas
- Section 7.2 Parking Area and Lighting

ARTICLE VIII Shopping Center Operating Costs

- Section 8.1 Shopping Center Operating Costs Defined
- Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs
- Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of Shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums

ARTICLE IX Utilities

- Section 9.1 Charges

ARTICLE X Fixtures, Signs, and Alterations

- Section 10.1 Fixtures
- Section 10.2 Signs
- Section 10.3 Alterations

ARTICLE XI Public Liability Insurance

Section 11.1	Tenant's Liability Insurance
Section 11.2	Indemnification of Landlord
Section 11.3	Indemnification of Tenant
ARTICLE XII	Casualty Insurance
Section 12.1	Insurance Coverage by Landlord
Section 12.2	Tenant's Additional Rent
Section 12.3	Insurance Coverage by Tenant
Section 12.4	Protection from Subrogation
Section 12.5	Additional Hazards
ARTICLE XIII	Damage by Fire or Other Casualty
Section 13.1	Notice
Section 13.2	Partial Damage
Section 13.3	Substantial Damage
Section 13.4	Damage During Last Two Years of Lease Term
Section 13.5	Abatement
Section 13.6	Definition of Substantial Damage
ARTICLE XIV	Eminent Domain
Section 14.1	Partial or Total Condemnation
ARTICLE XV	Assignment and Subletting
Section 15.1	Consent Required
ARTICLE XVI	Additional Construction
Section 16.1	Additions and Changes to the Shopping Center
ARTICLE XVII	Default
Section 17.1	Tenant's Default
Section 17.2	Landlord's Lien
ARTICLE XVIII	Subordination or Superiority of Lease
Section 18.1	Lease Subordination or Superior to Deed of Trust
ARTICLE XIX	Miscellaneous Provisions
Section 19.1	Holding Over
Section 19.2	No Partnership
Section 19.3	Covenant of Quiet Enjoyment
Section 19.4	Statement of Performance
Section 19.5	Notice to Mortgagee
Section 19.6	Assignment of Rents and Leases
Section 19.7	Invalidation of Particular Provisions
Section 19.8	Provisions Binding. Etc
Section 19.9	Governing Law
Section 19.10	Ownership of Tenant
Section 19.11	Notice of Default
Section 19.12	Garbage and Refuse Collection
Section 19.13	Landlord's Interest
Section 19.14	Rules and Regulations
Section 19.15	Delivery of Goods
Section 19.16	Notices
Section 19.17	Paragraph Headings
Section 19.18	Entire Agreement
Section 19.19	Declaration
Section 19.20	Bankruptcy
Section 19.21	Authorization
Section 19.22	Advertising and Promotion
Section 19.23	Substitution of Premises
Section 19.24	Hazardous Substances

ARTICLE XX Deposit

 Section 20.1 Deposit

Other Attachments or Exhibits

 Exhibit A Demised Premises

 Exhibit A-1 Landlords Parcel/Other Parcel

 Exhibit B Legal Description of Shopping Center

 Exhibit C Work Letter

 Exhibit D Sign Criteria

 Exhibit E Estoppel Certificate

 Guaranty of Lease

 Option to Extend

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of JULY, 2004, by and between Highlands Ranch Marketplace, LLC "Landlord," and, LREIFF, Inc., a Colorado corporation, dba Massage Envy, hereinafter referred to as "Tenant."

ARTICLE I
Grant and Term

Section 1.1 Demised Premises In consideration of the rents, covenants, and agreements herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease and demise unto Tenant the portion of the building shown as the area crosshatched on Exhibit A annexed hereto and made a part hereof (the "demised premises" or "premises"), containing approximately 3,262 square feet of floor area (floor area is measured from the outside of exterior walls of the building to the center of the interior walls of the demised premises and including one half of the common rear access hallway). Said building is a part of a shopping center located on a parcel of real property described on Exhibit B in Douglas County, Colorado (the "Tract"); the Tract and all improvements now or hereafter constructed thereon are collectively referred to herein as the "Shopping Center." Landlord hereby reserves unto itself the roof and exterior walls of the building of which the demised premises are a part and the right to place in the demised premises (in such manner as to reduce to a minimum the interference with Tenant's use of the demised premises) utility lines, pipes, and the like to serve premises other than the demised premises, and to replace, maintain, and repair such utility lines, pipes, and the like in, over, and upon the demised premises. Tenant agrees that the floor area, the Minimum Rent and Tenant's "pro rata share," as those terms are defined herein, may be recalculated in the event that the Shopping Center, Landlord's Parcel and/or the premises are re-measured at any time during the Lease Term, as hereinafter defined, and it is determined that the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel and/or the floor area of the premises differs from those set forth herein. The floor area of the premises shall not be increased or decreased by an amount in excess of five percent (5%) as a result of such re-measurement.

Section 1.2 Description and Development of the Shopping Center.

a) Only a portion of the Tract is or will be owned by Landlord (herein "Landlord's Parcel"). The balance of the Tract ("Other Parcel") is now or will hereafter be owned by a third party or parties. Certain areas of the Shopping Center are to be designated for joint use by all tenants of the Shopping Center, their guests and invitees, pursuant to certain Declarations of Restrictions and Grant; of Easements, as they may be amended from time to time, between Landlord (or Landlord's predecessor in interest) and the owner of the Other Parcel (the "Declaration") and may be subject to a Common Area Maintenance Agreement (which may be together referred to herein as the "Maintenance and/or Easement Agreement") among said parties. The location of Landlord's Parcel and the Other Parcel are generally depicted in Exhibit A-1. Should Landlord subsequently sell a portion of Landlord's Parcel to third parties, those portions shall automatically become part of the Other Parcel and no longer be part of Landlord's Parcel. Landlord, for itself and the owner of the Other Parcel, expressly reserves the right at any time to grant such utility and other easements over, across, and under any portions of the Shopping Center and improvement now or hereafter constructed therein including the premises, so long as such easements will not materially impair Tenant's rights under this Lease.

Section 1.3 Term. The term of this Lease shall be for five (5) years and two (2) months (the "Lease Term"). If the Lease Term is extended (pursuant to an option contained herein, if any, or otherwise), all references in this Lease to Lease Term shall automatically be construed to include any such extension. The Lease Term and Tenant's obligation to pay rent hereunder shall commence upon July 29, 2004 (hereinafter the "Lease Commencement Date").

Section 1.4 Supplemental Agreement. If, in accordance with the foregoing provisions, the Lease Commencement Date would occur on other than the first day of a calendar month, the Lease Commencement Date shall be delayed until the first day of the next calendar month and the Lease Term shall be measured from said date; provided, however, during any period prior to such delayed Lease Commencement Date all terms and provisions set forth in this Lease, including, but not limited to, Tenant's obligations to pay all Minimum Rent, Additional Rent, and all other amounts required to be paid hereunder, shall commence as of such earlier date. In order to place in writing the exact dates of commencement and termination of the term of this Lease, the parties shall, as soon as practicable after the Lease Commencement Date, execute a supplemental agreement to become a part hereof, setting forth the commencement and termination dates of the term of this Lease as determined under the provisions of this Article I.

Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term. Except as expressly provided in the work letter of even date herewith executed by Landlord and Tenant and attached hereto as Exhibit C, Tenant hereby accepts the demised premises in their present "as is" condition. If Landlord is responsible for any work in the premises it shall be set forth in the work letter. All work and materials specifically identified on Exhibit C as being at Landlord's sole cost and expense shall be referred to herein as "Landlord's Work." All finish work including installation of trade fixtures and furnishings, other than Landlord's Work, required to make the premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as

"Tenant's Work," which terms shall include those portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense. To expedite the opening of Tenant's business in the demised premises, after first obtaining the written permission of Landlord, Tenant shall enter upon the demised premises as soon as reasonably possible, and in no event later than substantial completion of Landlord's Work, for the purpose of performing Tenant's Work, and all such work shall be done in such manner as not to interfere with any other tenants in the Shopping Center and in compliance with this Lease, and with all applicable local, state and federal laws, rules and regulations. Prior to entering upon the demised premises, Tenant shall first obtain Landlord's written approval of Tenant's plans and specifications, Tenant shall deposit with Landlord certificates of insurance as required pursuant to Section 11.1 and Tenant shall comply with other requirements which may be set forth on Exhibit C. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance. of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the premises. Landlord shall advise Tenant of the earliest date which Tenant can enter the demised premises for commencement of Tenant's Work (the "Delivery Date"). If on the Delivery Date Landlord's contractor has not fully completed Landlord's Work or portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense, Tenant shall coordinate completion of its work with the completion of Landlord's Work and such other work as Landlord may have agreed to have completed. Landlord agrees that as of the Delivery Date Landlord's Work will be completed to the point that Tenant can effectively commence Tenant's Work in the premises. Commencing on the Delivery Date, Tenant agrees that all terms and provisions of this Lease shall be in effect, including but not limited to Tenant's obligation to pay for the utilities (heat, gas, water, and electricity) which shall be furnished to the demised premises, except Tenant shall not be obligated to pay Minimum Rent as described in Article II.

Section 1.6 Opening of Tenant's Store. On the Delivery Date, Tenant shall promptly perform, at its own cost and expense, all of Tenant's Work, shall equip the premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall open for business as soon thereafter as possible.

ARTICLE II
Rent

Section 2.1 Minimum Rent. Tenant agrees to pay to Landlord at the office of Landlord or at such other place as Landlord may designate in writing in advance, without notice, offset, or deduction of any kind whatever, monthly Minimum Rent for said premises as follows:

<u>Lease Term</u>	<u>Monthly Minimum Rent Per Month</u>
Lease Commencement - 10/23/04 ^{11/1/04}	\$0.00
10/23/04 - 10/31/05	\$6,388.08 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,524.00 (\$24.00 psf)
11/1/06 - 10/31/07	\$6,659.92 (\$24.50 psf)
11/1/07 - 10/31/08	\$6,795.83 (\$25.00 psf)
11/1/08 - 10/31/09	\$6,931.75 (\$25.50 psf)

The amount due shall be payable in advance in monthly installment, as set forth above on the first day of each and every calendar month during the term of this Lease. If the term shall commence upon a day other than the first calendar day of the month, then upon the Lease Commencement Date, Tenant shall pay a pro rata portion of the monthly rent as above provided so that all future rental payments will be due on the first of every month. "Lease Year," as used in this Lease, shall be defined as each twelve (12) month period beginning with the Lease Commencement Date, or any anniversary thereof, and ending on the immediately preceding day one (1) year later. Landlord acknowledges receipt of ~~\$6,388.08~~ which shall be applied to Minimum Rent for the first full month in which Tenant is obligated to pay Minimum Rent.

Section 2.2 Remeasurement. In the event that Landlord elects to re-measure the premises as set forth in Section 1.1 herein, the Minimum Rent shall be recalculated on the basis of the annual per rentable square foot Minimum Rent then being paid by Tenant to be determined by multiplying the monthly Minimum Rent for that Lease year as set forth in Section 2.1 above by twelve (12) and dividing the resulting number by the total number of square feet of the premises prior to recalculation.

Section 2.3 Reports by Tenant. On or before the 20th day of the 5th and 11th calendar months, Tenant shall deliver to Landlord at the places then fixed for the payment of rent a true copy of the sales tax reports filed by Tenant with the appropriate governmental agencies (City, County, and/or State) covering the immediately preceding calendar month or such other report as Landlord may reasonably require Tenant to submit indicating the gross receipts from all business conducted on the premises. Any information obtained by Landlord shall be held in strict confidence except Landlord may inform the holder of any deed trust on the Shopping Center of the information contained said reports.

Section 2.4 Additional Rent. Any other sums of money or charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as "Additional Rent."

Section 2.5 Past Due Minimum Rent and Additional Rent. If Tenant shall fail to pay, when the same is due and payable any Minimum Rent or Additional Rent, such unpaid amounts shall bear

forth in Section 17.1 (a) herein) to the date of payment at the greater of eighteen percent (18%) or three percent (3%) above the "Prime Rate" as hereafter defined (hereafter the "Default Interest Rate"). "Prime Rate" as used herein shall mean the rate quoted by the Wells Fargo Bank of Denver, N.A., or its successor from time to time, as its Prime Rate applicable to its largest business customers on a short-term unsecured basis. Further, in the event any rents or other amounts owing hereunder are not paid within five (5) days after the same is due and payable, Landlord and Tenant agree that Landlord will incur additional administrative expenses, the amount of which will be difficult if not impossible to determine. Accordingly, Tenant shall pay the Landlord an additional, one-time late charge for any late payment in the amount of One Hundred Dollars (\$100). Any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within five (5) days of demand by Landlord, thereafter bear interest at the default interest rate set forth above.

ARTICLE III Tenant's Work in the Premises

Section 3.1 Tenant's Obligations All Tenant's Work shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, and free of any liens for labor and materials and subject to reasonable requirements as Landlord may impose. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability, or damage, cost or expense resulting from such Work.

ARTICLE IV Use of Premises

Section 4.1 Use of Premises. During the Lease Term the demised premises shall be used solely for the purpose of conducting the business of massage therapy and related services and sales of candles, lotions, towels and items related to massage therapy, subject to the consent pursuant to the June 25, 2004 letter from Albertson's to Trammell Crow Company. Provided Tenant is not in default of the Lease, Landlord agrees that it shall not lease space in the Landlord's portion of the Shopping Center to any other tenant whose primary use is for massage therapy. This exclusive shall not apply to any existing leases.

Section 4.2 Continued Use. Tenant covenants to, and it is the essence of this Lease that Tenant shall, continuously operate the business above described in the demised premises during the entire Lease Term. Said business will be conducted in a high trade manner on all business days during the hours established by Landlord for operation of the Shopping Center. Failure of Tenant to strictly adhere to the provisions of this Article IV shall give Landlord the right to terminate this Lease, or in lieu thereof Landlord shall be entitled to twice the amount of Minimum Rent in addition to any other remedies afforded by law.

Section 4.3 Compliance with Laws and Regulations. Tenant shall at all times maintain and conduct its business, insofar as the same relates to Tenant's use and occupancy of the demised premises, in a lawful manner, and in strict compliance with the Maintenance and/or Easement Agreement, all governmental laws, rules, regulations, and orders and provisions of insurance underwriters applicable to the business of Tenant conducted in and upon the demised premises including those with respect to storage, handling, discharge, and transport of any pollutant, contaminant or hazardous, toxic or dangerous substance.

Section 4.4 Intentionally Deleted

Section 4.5 Competition. During the Lease Term, neither Tenant nor any person, firm, or corporation directly or indirectly controlling, controlled by, or under common control with Tenant shall directly or indirectly operate, manage, conduct, or have any interest in any commercial establishment which is operated for a purpose similar to that set forth in Section 4.1 herof within a two (2) mile radius of the demised premises. In the event of noncompliance with the above provision, Tenant shall be deemed to be in default under this Lease. Notwithstanding the foregoing, if any such commercial establishment exists as of the date of this Lease, such establishment may continue to be operated, managed, conducted, and owned in the same manner as of the date hereof.

Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises. Tenant hereby covenants and agrees:

(a) That no auction, fire, bankruptcy, going out of business, or other distress sales may be conducted in the demised premises without the previous written consent of Landlord, and Tenant shall warehouse, store, or stock in the demised premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the demised premises, and Tenant's necessary equipment and supplies.

(b) Neither to permit nor to suffer any conduct, noise, or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises.

(c) To keep the sidewalks in front of and around said premises free from litter, dirt, and

obstructions, and not to display merchandise on sidewalks, mall, or other public areas, with the exception of massage therapy chair (which shall be subject to Landlord's approval)

(d) To keep said premises at a comfortable temperature for customers, clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction.

(e) Neither to permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading.

ARTICLE V Maintenance and Repairs

Section 5.1 By Landlord. Subject to reimbursement as provided in Article VIII below, Landlord agrees to keep in good order, condition, and repair the exterior, foundations, roof, and structural portions of the building of which the demised premises is a part (except doors, glass, and glass windows), but including gutters, downspouts, all service pipes, lines, and mains leading to and from the demised premises; provided, however, if the damage thereto was caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors Tenant shall be solely responsible for the cost of such maintenance or repair. Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or other improvements or repairs of any kind upon or within the demised premises except as may be expressly set out in this Lease. Tenant covenants and agrees to permit Landlord at any time to enter the demised premises upon prior reasonable notice to examine and inspect the same, or to show space to prospective new tenants during the last six (6) months of the lease term, or if Landlord so elects, to perform any obligations of Tenant hereunder which Tenant shall fail to perform (in which event Landlord shall be entitled to charge Tenant the cost of such items plus fifteen percent (15 %) for overhead due from Tenant upon presentation of a bill therefore) or to perform such cleaning, maintenance, janitorial services, repairs, additions, or alterations as Landlord may deem necessary or proper for the safety, improvement, or preservation of the demised premises or of other portions of the Shopping Center or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law. Any such reentry shall not constitute an eviction or entitle Tenant to abatement of rent.

Section 5.2 By Tenant. Tenant from and after the Delivery Date, and until the end of the Lease Term, agrees that it will be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the demised premises other than those specifically required to be performed by Landlord in Section 5.1 and this Section 5.2, including but not limited to the interior and exterior portions of all doors, windows, plate glass, and show cases surrounding the demised premises; the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by Tenant or Landlord also including janitorial, janitorial supplies, carpet cleaning, window cleaning, pest control, and maintenance of the fire sprinkler system. Tenant shall be obligated under the Lease for repair or replacement of the premises' HVAC unit. All work in the premises shall be performed by Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to such reasonable requirements as Landlord may impose. Landlord shall have the right to post the premises and serve the contractor personally with a notice of a non-liability in connection with any such work performed by or on behalf of Tenant.

Section 5.3 Surrender of Premises. At the expiration of the Lease Term, Tenant shall surrender the demised premises in the same condition as existed upon the completion of all Tenant's Work, ordinary wear and tear excepted and Tenant shall remove all of its furniture, trade fixtures and equipment not attached to the premises or other of Tenant's personal property. In the event Tenant fails to vacate the premises on a timely basis as required, Tenant shall be responsible to Landlord for all costs incurred by Landlord as a result of such failure, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the premises. All furniture, trade fixtures and equipment not attached to the premises, or other of Tenant's personal property, not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor; and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the premises caused by removal of such property. Tenant's obligation hereunder shall survive the expiration or other termination of this Lease.

ARTICLE VI Taxes

Section 6.1 Landlord's Responsibility Subject to reimbursement as provided in Article VIII and Section 6.2 below, Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental charges levied, assessed or imposed on Landlord's Parcel, and all improvements constructed thereon (including Common Areas located thereon (as hereinafter defined)), the share of such taxes, assessments and charges attributable to the Other Parcel which are allocated to Landlord's Parcel in accordance with the Declaration, all assessments for local improvements, if any, attributable to Landlord's Parcel or allocated thereto pursuant to the Declaration, and any new taxes which may be levied or assessed on Landlord or Landlord's Parcel based upon gross rentals in lieu of or in addition to the current real property taxes (for the purposes of determining such new tax; however, Landlord's Parcel shall be deemed to be Landlord's sole property)(hereafter collectively the "real estate

taxes"). Landlord shall pay the real estate taxes before they become delinquent. However, if authorities having jurisdiction assess real estate taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Colorado, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 6.2 Tenant's Additional Rent. Tenant shall pay during each Lease Year during the Lease Term, as Additional Rent, its pro rata share, as hereafter defined, of all of the above-described real estate taxes. The term "pro rata" when utilized with respect to Tenant's share of real estate taxes shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 below.

Section 6.3 Other Taxes. Tenant shall pay all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the demised premises and also general license or franchise taxes and rent taxes, if any, which may be required for the conduct of Tenant's business.

ARTICLE VII Common Areas and Maintenance Thereof

Section 7.1 Common Areas. Landlord hereby grants to Tenant the right to use the Common Areas, as hereinafter defined, subject to the conditions hereinafter stated and those set forth in the Declaration and any Maintenance and/or Easement Agreement. The conditions of Tenant's use of such Common Areas are as follows:

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

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

(c) Tenant shall make no use of the Common Areas which shall interfere in any way with the use of the Common Areas by others.

(d) Subject to the provisions hereof, Landlord and the owner of the Other Parcel shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Shopping Center, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any such other acts in and to the Common Areas as they may deem desirable to approve the convenience thereof.

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

The "Common Areas" as used herein shall mean and refer to all of the following to the extent they are located in the Shopping Center: parking areas; sidewalks; canopies; mall; streets; passenger vehicle roadways; truck roadways; loading platforms, and stairs not contained in stores; public and common washrooms; lounges and shelters; and any other facilities available for common use by all tenants and occupants of space in the Shopping Center and their employees, agents, customers, licensees, and invitees, as they may from time to time exist during the Lease Term. Landlord reserves the right for itself and the owners, from time to time, of the Other Parcel to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Subject to the provisions of Section 5.1, and in accordance with any Maintenance and/or Easement Agreement, the Common Areas shall be maintained and operated in good, clean, and orderly condition. The manner in which Common Areas shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord.

Section 7.2 Parking Area and Lighting. All of the parking areas existing in the Shopping Center, including the lighting thereof, shall be maintained in good repair and clean condition, reasonably clear of ice and snow, at all times during the Lease Term and any extensions hereof, in accordance with any Maintenance and/or Easement Agreement. Landlord agrees that Tenant may, during the Lease Term, with others, have the non-exclusive right to use all parking areas of the Shopping Center for the accommodation and parking of such automobiles of Tenant, its officers, agents, and employees, and customers while shopping in the Shopping Center; but it is understood and agreed that Landlord shall have the right, to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and areas and to rearrange and relocate parking areas so long as adequate parking for the Shopping Center is maintained. Adequate parking shall mean that ratio of parking spaces to store area required by applicable governmental authorities. Tenant agrees to cause its employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located out-side the Shopping Center, provided the same are within a reasonable distance of the demised premises. Upon request of Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all automobiles operated by Tenant, its employees, sublessees, concessionaires, or licensees.

ARTICLE VIII
Shopping Center Operating Costs

Section 8.1 Shopping Center Operating Costs Defined. "Shopping Center Operating Costs" shall mean all costs and expenses of any kind or nature which are necessary, and are customarily incurred in operating and maintaining the Shopping Center in the manner set forth in any Maintenance and/or Easement Agreement, or arise out of Landlord's obligation to maintain and repair under this Lease, or which are, as determined by Landlord, reasonable and appropriate for the best interests of the Shopping Center, including, without limitation, all costs and expenses of operating, maintaining, repairing, replacing, lighting, cleaning, painting, striping, and policing all Common Areas and all improvements thereto (including cost of uniforms, equipment, and all employment taxes); costs of utilities for the Common Areas; costs of all roof repair; costs of all supplies; insurance premiums for liability insurance for personal injury, death, and property damage; costs of workmen's compensation insurance covering personnel and fidelity bonds for personnel; costs of insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas; costs for removal of snow, ice, and debris; monitoring of fire and security systems for Common Areas; costs for regulation of traffic-, costs and expenses of replacement of Paving curbs, walkways, landscaping, drainage, and lighting facilities for the Common Areas; costs and expenses of planting, replanting, and replacing flowers and shrubbery and planters; all costs of labor, including wages and other payments including disability insurance, payroll taxes welfare, and all legal fees and other costs or expenses incurred in resolving any labor disputes; cost and expense for the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs and expenses related to any renovation or remodeling of any Common Areas necessitated by any change in laws, rules or regulations relating to the Shopping Center; sprinkler maintenance costs; administrative costs equal to fifteen percent (15 %) of the total cost of operating and maintaining the Shopping Center. Shopping Center Operating Costs shall not include: real estate taxes as defined in Article VI; insurance as described in Article XII; costs of work performed exclusively for any other tenant in the Shopping Center other than work of a kind and scope which Landlord would be obligated to provide to all tenants; leasing commissions and other expenses attributable solely to leasing of space in the Shopping Center; costs of repairs or rebuilding necessitated by condemnation; costs of capital improvements; or depreciation on the Shopping Center, except as expressly provided above, or any such costs, the payment of which is the obligation of the owner of the Other Parcel pursuant to the Declaration and any Maintenance and/or Easement Agreement.

Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs

During each Lease Year during the Lease Term and any extension thereof, including the first Lease Year, Tenant will pay Landlord as Additional Rent Tenant's pro rata share of Shopping Center Operating Costs as hereafter provided. Tenant's pro rata share of Shopping Center Operating Costs shall be computed by multiplying the total amount of such costs, by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises leased by Tenant and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel.

Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums. Commencing with the Lease Commencement Date, and each month thereafter during the Lease Term, Tenant shall pay one-twelfth (1/12) of its estimated pro rata share of real estate taxes, as described in Section 6.1 above (based upon the actual real estate taxes for the prior tax year, if any', or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of Shopping Center Operating Costs as described in Section 8.1 above (based upon actual Shopping Center Operating Costs for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of insurance premiums described in Section 12.1 below (based upon actual insurance premiums for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) and, if utilities are not separately metered, one-twelfth (1/12) of its estimated pro rata share of utilities not separately metered (based upon actual utility charges for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) (hereafter collectively referred to as "Tenant's Aggregate Pro Rata Share") in advance in equal monthly installments. As soon as, practicable following the end of each Lease Year during the Lease Term, including the first Lease Year, Landlord shall notify Tenant of the actual amount of Tenant's Aggregate Pro Rata Share and the difference between it and the estimated amount actually paid by Tenant during the Lease Year just completed, if any and the estimated Aggregate Pro Rata Share for the current Lease Year. If, at the end of any Lease Year Tenant's actual Aggregate Pro Rata Share exceeds, or is less than, the estimated amount paid by Tenant during the Lease Year just completed, Tenant shall pay to Landlord within thirty (30) days following Landlord's notice to Tenant, or Landlord shall pay to Tenant, as the case may be, such amounts as are necessary to correct the discrepancy. Tenant's estimated Aggregate Pro Rata Share shall be paid at the same time and place as the Minimum Rent; provided, however, that Tenant's first payment of its estimated Aggregate Pro Rata Share after receipt of notice from Landlord setting forth such amount shall also include one twelfth (1/12) of such amount for each month of the current Lease Year which has elapsed prior to the making of such first payment. For convenience, Tenant may include payment of its estimated Aggregate Pro Rata Share and any other charges, if any, payable under the terms of this Lease and the Minimum. Rent in one check, provided all said charges and said rent are separately shown thereon. If the Lease Year is not concurrent with the calendar year, Landlord may, at any time during the Lease Term, or any extensions thereof, make all adjustment provided for in this Article VIII on a calendar year basis with an appropriate Proration for the Lease Year in which such conversion is made and in which the term ends and in that case, all references in this Article VIII to "Lease Year" shall

thereafter be deemed to refer to "Calendar Year". Tenant has the right to review Landlord reconciliation of Shopping Center Operating Costs on an annual basis. If a remeasurement of the Shopping Center, Landlord's Parcel and/or the premises results in a change in the number of square feet of floor area in the demised premises leased by Tenant or in the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel, then Tenant's pro rata share shall be recomputed using the revised number of square feet in the above formula.

ARTICLE IX Utilities

Section 9.1 Charges. Tenant shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to Tenant for use in the premises. If any such services are not separately metered, Tenant shall pay its proportionate share thereof, as reasonably determined by Landlord based upon the number of tenants who use such services and the type of business in which each such tenant is engaged. In the event Landlord leases space in the shopping center to a Laundromat, then Landlord agrees to make an equitable adjustment in Tenant's pro rata charge for water usage. Tenant shall pay such amounts in the manner set forth in Section 8.3 above.

ARTICLE X Fixtures, Signs, and Alterations

Section 10.1 Fixtures. All fixtures by Tenant shall be new unless otherwise approved by Landlord. Said fixtures shall include, but not be limited to, unless otherwise provided in the work letter, all lighting fixtures, floor coverings, and interior painting and decorating.

Section 10.2 Signs. Tenant shall not erect any exterior sign or any interior window or door signs without first obtaining the written consent of Landlord. All signage which is visible from the exterior of the premises shall be subject to the sign criteria set forth in Exhibit D, attached hereto, made a part hereof, and incorporated herein by reference. Any other interior signs shall at all times be in good taste and be maintained in a neat and clean condition. In no event shall a roof sign be approved nor shall any electrical sign which utilizes moving parts or flashing, oscillating, or moving lights or variable lighting intensities be approved. Further, all illuminated signs shall derive light from a concealed source (no exposed globes, tubing, etc.).

Section 10.3 Alterations. Tenant may, from time to time, during the Lease Term make, at its own cost and expense, any reasonable nonstructural alterations or changes in the interior of the demised premises provided the aggregate cost therefor in any one instance does not exceed Ten Thousand Dollars (\$10,000.00) and provided further they are not visible from the exterior of the premises. Any alteration or change which is: (a) visible from the exterior of the premises (regardless of the cost thereof), or (b) exceeds Ten Thousand Dollars (\$10,000.00) in costs, may be made only with Landlord's prior written consent. All alterations or changes which Tenant has the right to make hereunder or is permitted to make shall be performed in a good and workmanlike manner, in strict compliance with all applicable local, state and federal governmental laws, codes, rules and regulations, affecting such construction, use and occupancy of the premises, free of any liens for labor and materials and subject to reasonable requirements Landlord may impose, including but not limited to maintenance by Tenant of adequate liability and workmen's compensation insurance. It is understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. Landlord agrees to cooperate with Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this Section 10.3 without expense to Landlord. Tenant will not alter the exterior of the demised premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the demised premises which would impair the structural soundness or diminish or increase the size thereof or negatively affect its compliance with applicable governmental laws, rules or regulations, without the prior written consent of Landlord. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. All alterations or changes Tenant may make in the premises shall be the Tenant's responsibility to maintain, repair and insure in the manner set forth in this Lease. All alterations and permanent fixtures installed in the premises, including, by way of illustration and not by limitation, all partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable furniture or fixtures not attached to the premises), shall be deemed a part of the real estate and the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof without molestation, disturbance or injury at the end of the Lease Term, or any extension thereof, whether by lapse of time or otherwise, unless Landlord by notice given to Tenant no later than fifteen (15) days prior to the end of the Lease Term shall elect to have Tenant remove all or any of the alterations, and in such event, Tenant shall promptly remove at Tenant's expense the alterations specified by Landlord and return the premises to their condition prior to the making of the same, reasonable wear and tear excepted.

ARTICLE XI Public Liability Insurance

Section 11.1 Tenant's Liability Insurance. Tenant shall, during the Lease Term, keep in full force and

effect a policy of comprehensive general public liability insurance (including liquor law liability coverage for bodily injury, death, and property damage arising out of the sale or consumption of alcoholic beverages on the Premises, if allowed by Tenant's Permitted Use) With personal injury and property damage liability limits in an amount not less than One Million Dollars (\$1,000,000.00). The policy shall name Landlord and Landlord's Mortgagee, as hereafter defined, as additional insured(s), name Tenant as an insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company approved to do business in Colorado, and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

Section 11.2 Indemnification of Landlord. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property or claims arising from violation of any applicable governmental law, rule or regulation arising from or out of any, occurrence in, upon, or at the demised premises, or arising out of or resulting from the occupancy or use by Tenant of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sublessees concessionaires, or licensees, except if caused by the act or neglect of Landlord, its agents of employees. This indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Common Areas, in the event of the carelessness and neglect of Tenant, its agents, employees, contractors, sublessees, concessionaires, or licensees, and shall also apply to Tenant's occupancy of the demised premises during construction and during the installation of its fixtures and equipment even though such occupancy may be prior to the Lease Commencement Date.

Section 11.3 Indemnification of Tenant. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life or personal injury, arising from or out of any occurrence in, upon, or at the Common Areas which is occasioned wholly by any act or omission of Landlord, its agents, or employees.

ARTICLE XII Casualty Insurance

Section 12.1 Insurance Coverage by Landlord. Subject to reimbursement as provided in Article VIII and Section 12.2 below, Landlord shall keep all improvements which Landlord has the obligation to maintain and repair, above foundation walls, constructed on Landlord's Parcel from time to time, insured against loss or damage by fire. Such insurance coverage shall be in such amounts from such companies and on such terms and conditions, including endorsements for all risks, vandalism and malicious mischief and loss of rent as Landlord deems appropriate, from time to time.

Section 12.2 Tenant's Additional Rent. Tenant shall pay during each Lease year during the Lease Term, as Additional Rent, its pro rata share, as hereinafter defined, of the above-described insurance premiums. The term "pro rata" when utilized with respect to Tenant's share of insurance premiums shall be computed by multiplying the total amount of such insurance premiums by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 above.

Section 12.3 Insurance Coverage by Tenant. Tenant agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items Tenant is obligated to maintain and repair under this Lease insured against loss or damage by fire with the all risk endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise.

Section 12.4 Protection from Subrogation. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property occurring on the demised premises or the adjoining properties, sidewalks, streets, or alleys or in any manner growing out of or connected with Tenant's use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining, caused by the negligence or fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption or loss or damage to property is coverable by a standard all-risk or special form policy (including, at a minimum, fire and extended coverage insurance insuring against loss by fire, wind storm, riot, malicious mischief, vandalism, smoke, water damage, including damage caused by accidental discharge or leakage from sprinkler, plumbing, heating or air conditioning systems) or a business interruption policy (regardless of whether such insurance is carried or not, or if so carried, payable to or protects landlord or Tenant or both) or for which such party is otherwise reimbursed; and Landlord and Tenant each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees, and assignees, for any such loss or for damage to the property of the waiving party. Nothing contained in this section shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this Section 12.4. Each of the parties shall notify their respective insurance carriers that the foregoing waiver is contained in this Lease and shall require such carrier to include an appropriate waiver of subrogation provision in its policies.

Section 12.5 Additional Hazards. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein which shall increase the rate of insurance on the demised premises or on the other buildings located in Landlord's Parcel above the standard rate on said premises and buildings with a store of the type described in Section 4.1 located on the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom which shall be due and payable as Additional Rent hereunder.

ARTICLE XIII Damage by Fire or Other Casualty

Section 13.1 Notice. Tenant shall give immediate written notice to Landlord of any damage causes' to the demised premises by fire or other casualty.

Section 13.2 Partial Damage . Subject to the last Paragraph of Section 13.3 below, in case during the Lease Term the demised premises shall be partially damaged (as distinguished from "substantially damaged" as that term is hereinafter defined) by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall promptly proceed to commence repair, of such damage and restore the demised premises to substantially its condition at the time of such damage to the extent Landlord is obligated to repair the premises pursuant to this Lease and including only that portion of Landlord's Work to the extent insurance proceeds recovered by Landlord are directly attributable thereto. Subject to zoning laws and building codes then in existence, Landlord shall complete such repairs subject to any delay which may result from any cause beyond Landlord's reasonable control. Tenant agrees that, promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence at its sole cost and expense to repair and restore those portions of the premises which are Tenant's obligations to repair pursuant to this Lease and restore its fixtures and equipment and reinventory the demised premises for reopening for business as soon as possible. This Lease shall continue in full force and effect during any such period of repair and restoration.

Section 13.3 Substantial Damage. In case during the Lease Term the demised premises or Shopping Center shall be substantially damaged or destroyed by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall have the right, to be exercised by written notice to such effect delivered to Tenant within forty-five (45) days after the occurrence of such event, to terminate this Lease. If Landlord fails to timely give such notice of its election to terminate, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding of the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease (or if the damage relates to other portions of the Shopping Center on Landlord's Parcel, such portions thereof as Landlord reasonably determines are necessary to be repaired) to substantially their condition at the time of such damage or destruction (including as to the premises, only that portion of Landlord's Work to the extent of insurance proceeds recovered by Landlord directly attributable thereto), subject to zoning laws and building codes then in existence, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. Further, in case of substantial or partial damage or destruction as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the premises to the extent Landlord is obligated to repair the premises pursuant to this Lease and Shopping Center, as applicable, unless Landlord, within forty-five (45) days after the occurrence of such event, gives notice to Tenant of Landlord's election to terminate this Lease. If the Lease is terminated pursuant to this Article XIII, all rent shall be prorated to the date of such termination and as of said date about Landlord and Tenant shall be relieved of all further rights and obligations hereunder.

Section 13.4 Damage During Last Two Years of Lease Term. Notwithstanding anything to the contrary set forth herein, if the demised premises or Shopping Center shall be damaged to the extent of twenty percent (20 %) or more of the then cost of replacement during the last two (2) years of the Lease Term, Landlord may elect, within forty-five (45) days after the occurrence of such event, either to repair or rebuild the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease or the Shopping Center, as the case may be, or to terminate this Lease, which termination shall be effective upon giving notice of termination to Tenant in writing within forty-five (45) days after the happening of the event causing the damage. If Landlord fails to timely give such notice of termination, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding in accordance with Sections 13.2 or 13.3 above.

Section 13.5 Abatement. Tenant agrees that during any period of reconstruction or repair of the demised premises, it will continue the operation of its business within the demised premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Rent and all Additional Rent set forth herein shall abate during any period of repair and restoration (but only to the extent of any recovery by Landlord under its rental insurance related to the premises in the event such damage is the fault of Tenant), in the same proportion that the portion of the premises rendered untenable bears to the whole; however, there shall be no abatement of other charges provided for herein.

Section 13.6 Definition of Substantial Damage. The terms "substantially damaged" and "substantial damage," as used in this Article XIII, shall mean and refer to damage to the premises or the portion of the Shopping Center located on Landlord's Parcel of such a character as cannot reasonably be

expected to be repaired or restored within one hundred fifty (150) days from the time that such repair or restoration work would be commenced.

ARTICLE XIV Eminent Domain

Section 14.1 Partial or Total Condemnation. If the whole or any part of the premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to nor shall it be entitled to any portion of any award for damages or otherwise. In the event only a portion of the demised premises are taken, the Lease shall cease as to the part taken and the Minimum Rent, Additional Rent, and other charges herein reserved, if any, shall be adjusted so that Tenant shall be required to pay for the balance of the Lease Term that portion of the rent and other amounts herein reserved which the value of the part of the demised premises remaining after condemnation bears to the value of the demised premises immediately prior to the date of condemnation. The rental and other charges shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the rental herein reserved, and all other charges herein required to be paid by Tenant, without deduction. Upon such determination, Tenant shall be entitled to credit for any excess rentals paid. If, however, by reason of the condemnation there is not sufficient space left in the demised premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, or the taking of parking and Common Area is so substantial as to render the demised premises unsuitable and unfit for which they were rented, then and in such event the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises, nothing herein shall be construed to prevent Tenant from claiming from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its trade fixtures, loss of profits or moving expenses so long as any such award, if any, in no way reduces Landlord's award.

ARTICLE XV Assignment and Subletting

Section 15.1 Consent Required. Tenant may not assign this Lease and/or sublet the demised premises, or any part thereof, without in each instance obtaining the prior written permission of Landlord which may be granted or denied by Landlord. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If any subtenant or assignee, pursuant to any subletting or assignment in accordance with the provisions hereof is obligated to pay any amount in excess of the Minimum Rent and all Additional Rent required to be paid hereunder by Tenant (hereafter "excess rent"), Landlord shall be entitled to receive all excess rent. This prohibition against assigning or subletting shall be construed to include a prohibition against the transfer of all of the assets of Tenant, or any assignment or subletting by operation of law. If this Lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant, or occupant, and apply the net amount collected to the rent herein reserved, but in no such assignment, underletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Further, any such consent shall not be construed as limiting or waiving the obligation of such subtenant or assignee to comply with all applicable governmental laws, rules and regulations relating to the premises and its occupancy thereof, all as set forth more fully herein. Notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

ARTICLE XVI Additional Construction

Section 16.1 Addition and Changes to the Shopping Center. Landlord reserves the right, at any time, for itself and any owner or owners of the Other Parcel, from time to time, to make alterations, expansions, or additions to the Shopping Center and/or to build an additional story or stories on the building or the portion of the building in which the premises are contained and to build buildings adjoining the same. Provided, however, that such changes shall not materially alter the size of the premises, deny reasonable ingress to and egress from the premises or deny reasonable parking, as described in Section 7.2. In the event Landlord (or such owner or owners) exercises any of its rights hereunder, at the option of Landlord, such areas shall be rented as though they were originally a part of the Shopping Center and appropriate modifications of Tenant's Aggregate Pro Rata Share and other shared expenses as set forth herein shall be made.

ARTICLE XVII Default

Section 17.1 Tenant's Default. If any one or more of the following events herein referred to as an "event of default" shall happen:

(a) Any failure by Tenant to pay the rent or any other monetary sums required to be paid hereunder from the date such sums are due; provided, however, Tenant may cure a default under this provision by paying such sums to Landlord prior to ten (10) business days after such sums are due;

(b) Tenant shall vacate or abandon the premises;

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

(d) This Lease or the premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said taking or attachment shall not be discharged or disposed of within sixty (60) days after the levy thereof;

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

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

(g) Tenant, or any partners of Tenant if Tenant is a partnership, generally fails to pay its debts as they become due;

(h) Tenant shall fail to take possession of the premises on the Lease Commencement Date;

(i) Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed, and such non-performance shall continue for a period of thirty (30) days after written notice thereof is given by Landlord to Tenant, or if such performance cannot be reasonably had within such thirty (30) day period, Tenant shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion; then a default shall be considered to have occurred and Landlord shall have the right, at its election, then or at any time thereafter and while any such event of default shall continue, either:

(1) To give Tenant written notice of intention to terminate this Lease on the date of such given notice or on any later date specified therein, and on the date specified in such notice, Tenant's right to possession of the premises shall cease and this Lease shall thereupon be terminated, except as to Tenant's liability hereunder as hereinafter provided, as if the expiration of the term fixed in such notice were the end of the Lease Term originally demised. Nothing herein provided shall limit Landlord's obligation to mitigate damages; or

(2) Without demand or notice, to reenter and take possession of the premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to reenter as provided in this subparagraph (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the premises or any part thereof, either alone or in conjunction with other portions of the building of which the premises are a part, in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (1) of Section 17.1, but, on the contrary, elects to take possession as provided in subparagraph (2) thereof, Tenant shall pay to Landlord (i) the rent and other sums as herein provided, which would be payable hereunder if such repossession had not occurred, less (ii) the net proceeds, if any, of any relating of the premises after deducting all of Landlord's reasonable expenses incurred in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Lease Term, or the premises covered

thereby include other premises not part of the premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds from such reletting. In addition, in determining the net proceeds from such reletting, any rent concessions All be apportioned over the term of the new lease. Tenant shall pay such rent and other sums to Landlord monthly on the days on which the rent would have been payable hereunder if possession had not been retaken and Landlord shall be entitled to receive the same from Tenant on each such day.

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

Suit or suits for the recovery of the amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlords' election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Lease Term would have expired had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing from Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant. In addition, Landlord and Tenant agree that the prevailing party in any action brought to enforce any of the terms and provisions of this Lease shall be entitled to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees. Nothing herein provided shall limit Landlord's obligation to mitigate damages.

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

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

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

Any rents or other amounts owing hereunder which are not paid within ten (10) days after the date they are due, shall thereafter bear interest at the Default Interest Rate of twelve percent 12% until paid. Similarly, any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within ten (10) days of demand by Landlord, thereafter bear interest at the above rate until paid.

ARTICLE XVIII Subordination or Superiority of Lease

Section 18.1 Lease Subordination or Superior to Deed of Trust. At Landlord's option,

the rights and interest of Tenant under this Lease shall be subject and subordinate to any underlying or superior financing affecting the premises, and any other mortgages or deeds of trust that may hereafter be placed upon Landlord's Parcel, and to any and all advances to be made thereunder, and to the interest therein, and all renewals, modifications, replacements, and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease and the rights of Tenant hereunder in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead so to do. Tenant hereby agrees to attorn to all successor owners of the premises whether such ownership is acquired by foreclosure, deed in lieu of foreclosure, or otherwise. Landlord will make good faith effort to obtain a non-disturbance agreement.

ARTICLE XIX Miscellaneous Provisions

Section 19.1 Holding Over. In the event that Tenant shall continue to occupy the demised premises after the expiration of the Lease Term and continues to pay rent, and in the event Landlord shall accept such rent without any express written agreement as to such holding over, then such holding over shall be deemed to be a tenancy from month to month at a rental equal to the greater of (i) one hundred fifty percent (150%) of the Minimum Rent herein specified, or (ii) the Minimum Rent Landlord is then willing to lease the premises to a third party, plus all Additional Rent and upon all of the other terms and conditions herein contained except where same are not applicable. Such month-to-month tenancy may be terminated by either party upon ten (10) days' notice prior to the end of any such monthly period. Nothing contained herein shall be construed as obligating Landlord to accept any rental tendered by Tenant after the expiration of the Lease term hereof or as relieving Tenant of its liability to surrender the Premises as provided in this Lease.

Section 19.2 No Partnership. It is expressly understood that Landlord and Tenant are not partners, and Landlord has no right, title, or interest in and to the business of Tenant, and Landlord has no right to represent or bind Tenant in any respect whatsoever, and that nothing herein contained shall be deemed, held, or construed as making Landlord a partner or associate of Tenant, or as rendering Landlord liable for any debts, liabilities, or obligations incurred by Tenant, it being expressly understood that the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant.

Section 19.3 Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, occupy, and enjoy the demised premises during the Lease Term without hindrance or ejection by any persons lawfully claiming under Landlord. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through, or under Tenant or any termination for any reason of Landlord's occupancy of the space from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damage.

Section 19.4 Statement of Performance. Tenant further agrees at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, in advance, if any, and any other matters relating to this Lease as Landlord may specify, if being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering the Landlord's Parcel. Tenant's failure to deliver such statement within such time shall be a default under this Lease and shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) that not more than one (1) month's rent has been paid in advance; and (iv) that such other matters addressed therein are as represented by Landlord. Further, upon request Tenant will supply to Landlord a corporate resolution certifying that the party signing said statement on behalf of Tenant is properly authorized to do so.

Section 19.5 Notice to Mortgagee. After receiving written notice from Landlord's Mortgagee(s), so long as such mortgage is outstanding, Tenant shall be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that Landlord's Mortgagee shall have the same opportunity to cure any default, and the same time within which to effect such curing as is available to Landlord; and, if necessary to cure such a default, such holder shall have access to the demised premises, and such additional time as may be necessary to cure such default so long as Landlord's Mortgagee timely commences such cure and, thereafter, diligently pursues the same and its continued existence does not materially adversely interfere with Tenant's continued use and occupancy of the premises.

Section 19.6 Assignment of Rents and Leases With reference to any assignment by Landlord of Landlord's interest in this Lease or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the demised premises, Tenant agrees:

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

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

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

Section 19.7 Invalidation of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall be invalid, or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.8 Provisions Binding, . Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition and shall run with the land to the fullest extent permitted by law. The reference contained to successors and assigns by Tenant is not intended to constitute a consent to assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Section 15.1 hereof.

Section 19.9 Governing Law This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado as the same may from time to time exist.

Section 19.10 Ownership of Tenant. If Tenant is a corporation or partnership and if the control thereof changes at any time during the Lease Term, then Landlord at its option may by giving sixty (60) days' prior written notice to Tenant declare such change a breach in Article XV hereof. Partnership control shall be deemed to have changed if one-third (1/3) or more of the partners have changed at any time during the Lease Term. If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days' prior written notice to Tenant or his legal representative.

Section 19.11 Notice of Default. In the event of any alleged default on the part of Landlord hereunder, Tenant shall give written notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to Landlord's Mortgagees) as described in Section 19.5 above. In no event will Landlord be responsible for any consequential damages incurred by Tenant including but not limited to lost profits or interruption of business as a result of any alleged default by Landlord hereunder.

Section 19.12 Garbage and Refuse Collection. All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside of the demised premises prepared for collection in such manner and at such times and places specified by Landlord. The cost of such removal shall be borne by Tenant and should Landlord determine to provide a service for picking up said garbage and refuse, Tenant shall use and pay for same upon receipt of an invoice from Landlord, or, at Landlord's election, as part of Shopping Center Operating Costs.

Section 19.13 Landlord's Interest. Notwithstanding anything to the contrary contained

herein, Landlord's liability under this Lease shall be limited to its equity in Landlord's Parcel.

Section 19.14 Rules and Regulations. It is further agreed that Tenant shall comply with all reasonable rules and regulations which may be adopted from time to time by Landlord and the owner or owners of the Other Parcel with respect to the Shopping Center, and Tenant agrees that, from time to time, Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the premises, will at all times abide by said rules and regulations. Tenant agrees that Landlord and such other owners may amend, modify, delete, or add new and additional rules and regulations with respect to the use and care of the premises and the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord thereof. In the event of any breach of any rules and regulations so established, or any amendments, modifications, or additions thereto, Landlord shall have all remedies in this Lease provided for in the event of default by Tenant.

Section 19.15 Delivery of Goods. All deliveries of goods for usage in the demised premises shall be done only at reasonable times, in the areas, and through the entrances reasonably designated for such purpose by Landlord.

Section 19.16 Notices. Any notice which may be required to be given under this Lease shall be delivered in person or sent by registered or certified mail, postage prepaid, and shall be addressed to Landlord c/o American Spectrum Real Estate, 1777 S. Harrison Street, Suite P-2, Denver, CO 80210, and to Tenant at the address of the demised premises, or to either party at such other address as shall be designated by written notice to the other party. All notices or demands required to be given to Tenant hereunder shall be in writing and shall be deemed duly served when delivered personally to any officer (or partner of Tenant if Tenant is a partnership or to Tenant individually if Tenant is a sole proprietor) or manager of Tenant whose office is in the building or when deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed to Tenant at the premises, or prior to Tenant's taking possession of the premises, to the address known to Landlord as Tenant's principal office address.

Section 19.17 Paragraph Headings. The headings, section numbers, and article numbers appearing in this Lease are not intended in any manner to define, limit, or describe the scope of any such section or article and are solely inserted as a matter of convenience.

Section 19.18 Entire Agreement. This Lease and any exhibits or riders made a part hereof constitute the entire agreement between the parties and no subsequent change shall be binding unless reduced to writing and signed by the parties hereto.

Section 19.19 Declaration. This Lease is in all respects subject to the terms and provisions of the Declaration and any Maintenance and/or Easement Agreement and to all modifications, amendments, and revisions thereof, and Tenant agrees to comply with all of the terms and provisions of each such document and to execute such documents as may be necessary to evidence its consent to any such amendments, modifications, or revisions, if necessary.

Section 19.20 Bankruptcy. Landlord and Tenant understand that no certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (the "Bankruptcy Code") may have certain rights to assume or assign this Lease. Landlord and Tenant agree and stipulate that this is a lease of real property in a shopping Center within the meaning of Section 365(b)(3) of the Bankruptcy Code. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties hereto agree that the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the resources with which to pay the rent called for herein, the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the Tenant and its guarantors, if any, as of the date of this Lease. Additionally, any proposed assignee must have as demonstrated to Landlord's satisfaction net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Lease Commencement Date increased by seven percent (7%) for each year from the effective date of the Lease through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering this Lease.

(b) Any proposed assignee must have been engaged in the Permitted Use for at least five (5) years prior to any such proposed assignment.

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

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

Section 19.21 Authorization. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document or opinion of counsel to that effect.

Section 19.22 Advertising and Promotion. In the event Landlord determines that it would be in the best interests of the Shopping Center to implement an advertising or promotional campaign for the Shopping Center, Landlord will contact Tenant to discuss the details of such campaign, including the proposed timing and cost. If such an advertising and promotional campaign is undertaken, and if Tenant elects to participate, Tenant shall pay its share of costs for such campaign in the amounts and at such times as agreed to prior to commencement of such campaign. In the event Tenant consents to be a part of such campaign but fails to pay the monetary sum required to be paid for such campaign on the date such sums are due, Tenant shall be in default under this Lease.

Section 19.23 Intentionally Deleted.

Section 19.24 Hazardous Substances.

(a) Landlord has furnished to Tenant a report (the "Environmental Report") prepared by a consultant reporting on Hazardous Substances (if any), to the extent Landlord is in possession of such, at the demised premises. Tenant has reviewed the Environmental Report, has no objection to it, and accepts the premises subject to any items noted in the Environmental Report.

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

(c) On or before 10 days before the expiration date of the Lease Term (as it may be extended), Tenant shall at its sole cost and expense, update the Environmental Report, using the consultant who initially prepared the report or another licensed consultant reasonably acceptable to Landlord, to determine the environmental status of the premises as of the date of that update. To the extent the update or any inspection by Landlord prior to Tenant's delivery of the premises to Landlord reveals that Tenant has generated, stored or disposed of Hazardous Substances contrary to the provisions of this Lease, Tenant shall immediately, at its sole expense, commence and pursue to completion a remediation program as to such Hazardous Substances and shall, to Landlord's reasonable satisfaction, bring the premises into an environmental condition equal or better than the condition disclosed under the initial Environmental Report described in subsection (a) above. If Tenant fails to comply with the provisions of this subsection or of any other provisions of this Section prior to the expiration or earlier termination of the Lease Term, or prior to Tenant's vacating the premises, then Landlord, in addition to Landlord's right to utilize all or any portion of any security deposit to satisfy Tenant's obligations hereunder, shall have the option of either considering this Lease as having ended or treating Tenant as a holdover Tenant in possession of the premises in which event in addition to complying with all requirements of this Section and the Lease, Tenant shall pay monthly to landlord double the Minimum and Additional Monthly Rent which Tenant would otherwise pay under this Lease until such time as Tenant fulfills its obligations under this Section, and during such holdover period all of the terms of this Lease and Tenant's obligations hereunder shall remain in full force and effect.

(d) "Hazardous Substance" shall mean (i) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs" as defined in 40 C.F.R. 761, et seq., or analogous regulations promulgated under the Toxic Substances Control Act, as amended, (iii) "asbestos" as defined in 29 C.F.R. 1910.1001, et seq. or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended, (iv) oil and petroleum based products, (v) radioactive material or waste, (vi) biological and other medical products and waste material, and (vii) "hazardous wastes" as defined in the Resource Conservation and Recovery Act as amended; as such acts may be amended from time to time, and as such terms may be expanded by additional legislation of a general nature.

Section 19.25 Termination Right. Provided that Tenant is not in default hereunder beyond any applicable cure period, in the event more than fifty percent (50%) of the Shopping Center is vacant at one time and remains so vacant for a period of more than six (6) months with no leases pending pursuant to an executed letter of intent, which if consummated, would result in a vacancy rate of less than fifty percent (50%), then Tenant shall have the right upon sixty (60) days written notice, to landlord, to terminate this Lease.

ARTICLE XX
Deposit

Section 20. Deposit. It is agreed that Tenant concurrently with the execution of this Lease has deposited with Landlord, and will keep on deposit at all times during the Lease Term and any extensions thereof, the sum of **Six Thousand Three Hundred Eighty Eight dollars (\$6,388)**, the receipt of which is hereby acknowledged, as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions, and covenants of this Lease. If at any time during the Lease Term, Tenant shall be in default in the performance of any provision of this Lease, Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rent in default as aforesaid, in reimbursement of any expense as incurred by Landlord, and in payment of any damages incurred by Landlord by reason of Tenant's default. In such event, Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said deposit to its original amount. In the event said deposit has not been, utilized as aforesaid, upon full performance of this Lease by Tenant, said deposit, or as much thereof as has not been utilized for such purpose, shall be refunded to Tenant, without interest, within sixty (60) days after the later of (i) termination of the Lease or (ii) surrender and acceptance of the Premises; provided, however, landlord may retain the same as security for payment of all additional Rent attributable to the period prior to such termination until said amount, are calculated and paid in accordance with the provisions hereof. Landlord shall have the right to commingle said deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the premises in the event such interest shall be sold, and thereupon Landlord shall be discharged from further liability with respect to such deposit. If claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims.

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

HIGHLANDS RANCH MARKETPLACE, LLC

By Robert E. Simmons

By Manager

"Landlord"

LREIFF, Inc., a Colorado corporation

By Lawrence M Reiff

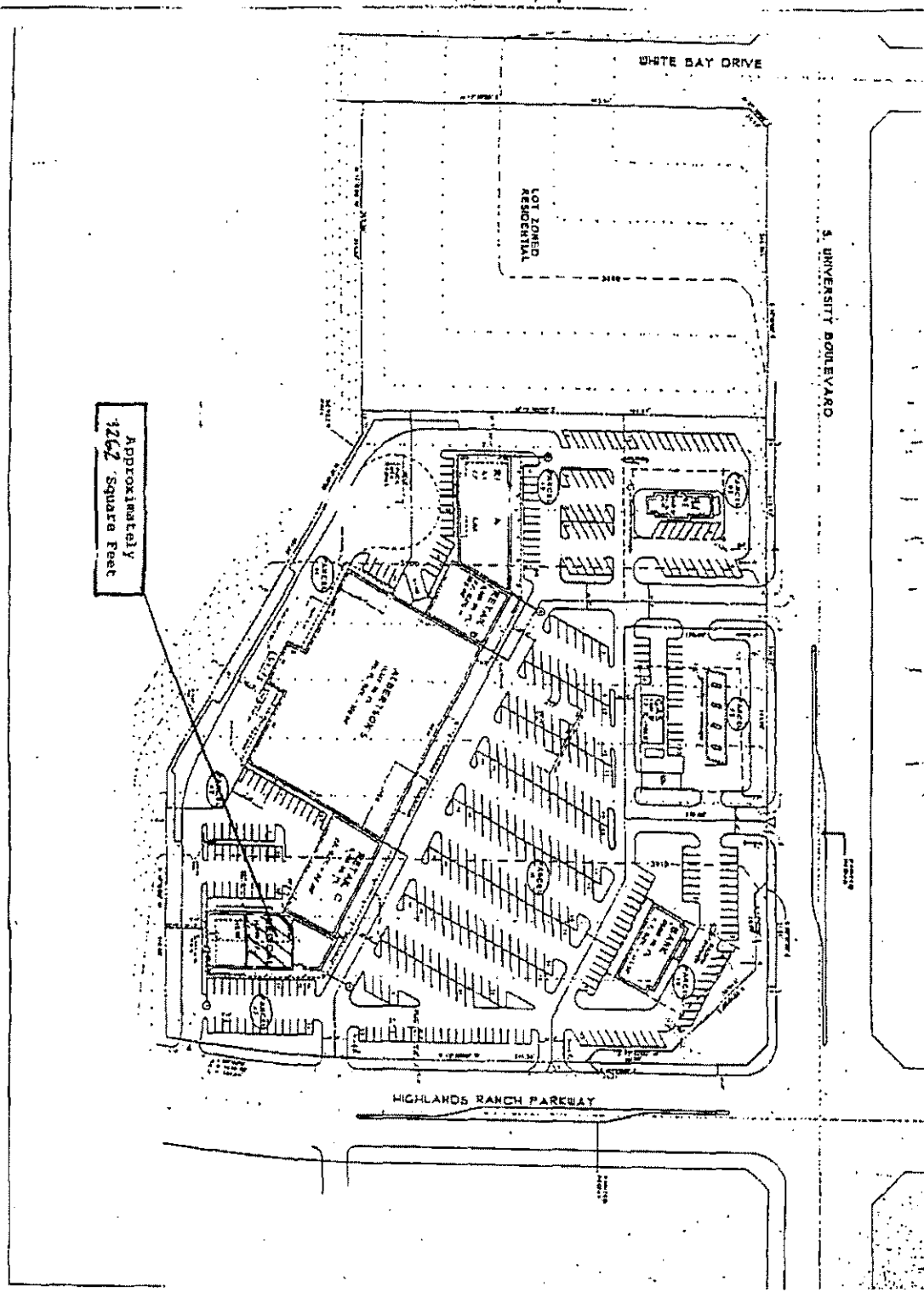
Title PRESIDENT

"Tenant"

LIST OF EXHIBITS

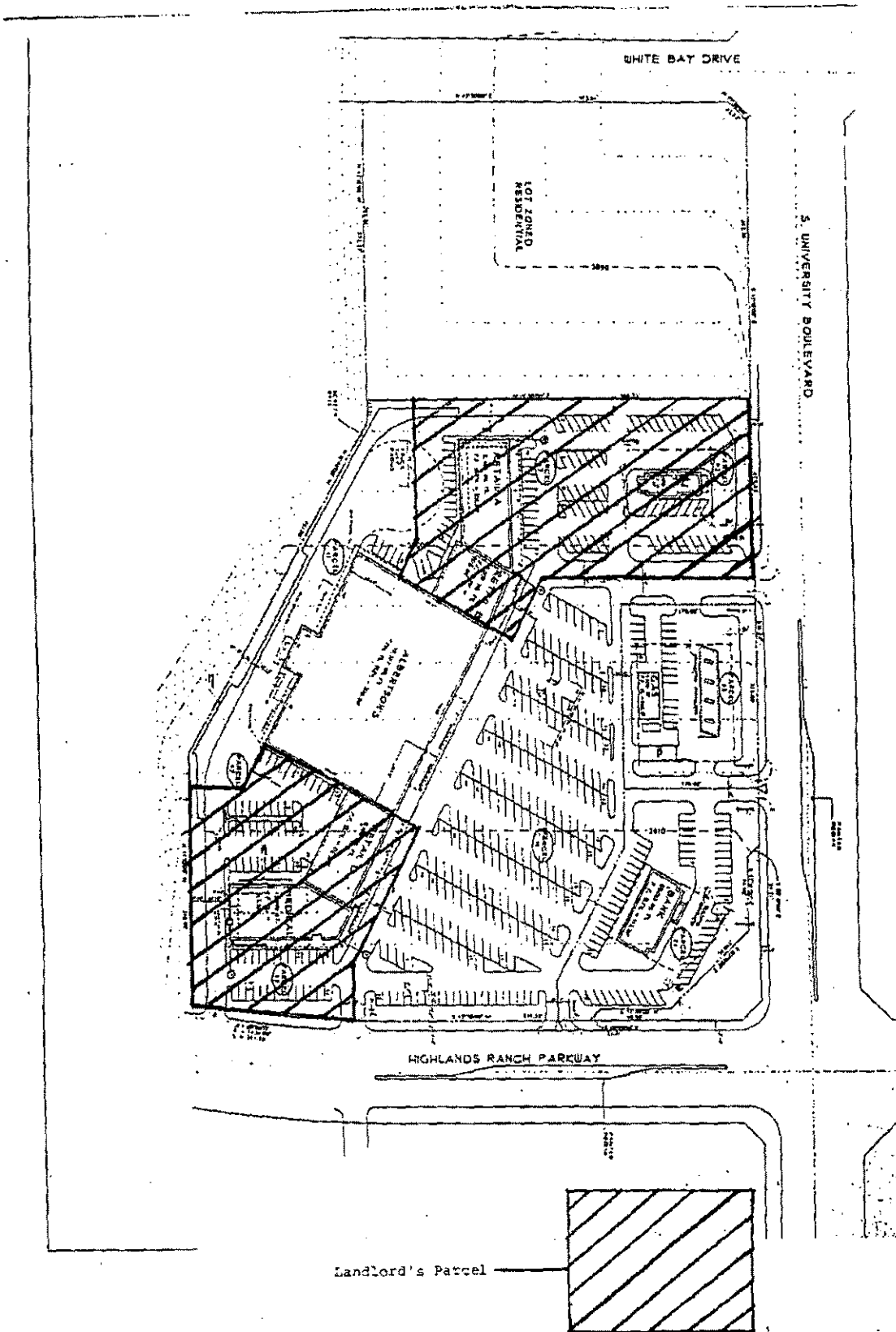
- Exhibit A Demised Premises
- Exhibit A-1 Landlord's Parcel/Other Parcel
- Exhibit B Legal Description of Shopping Center
- Exhibit C Work Letter
- Exhibit D Sign Criteria
- Exhibit E Estoppel Certificate
- Guaranty of Lease
- Option to Extend

SITE PLAN
EXHIBIT "A"



Approximately
1262 Square Feet

EXHIBIT A-1
LANDLORD'S PARCEL



LEGAL DESCRIPTION

Lots 1 - 5, Highlands Ranch filing No. 123-A,
County of Douglas, State of Colorado

EXHIBIT C
WORK LETTER

Tenant accepts space in its "AS IS" condition. However, Landlord warrants that all electrical, plumbing and HVAC systems are in good working order for a period of six (6) months after lease commencement.

Landlord and Tenant will work together to use one mutually acceptable contractor to complete both Landlord's portion and Tenant's portion of the work. Landlord shall be responsible to pay for a wall and security door at the top of the stairs in the rear to its space. Furthermore, Landlord shall pay for separating existing utilities (including HVAC, gas, electric) and shall cause the premises to be separately metered (or sub-metered) for gas and electric. Landlord shall otherwise provide the space in "as is" condition. All work other than described herein (including but not limited to Tenant's build twelve massage therapy rooms, three offices, breakroom, and reception area) shall be done at Tenant's expense. Landlord agrees to reimburse Tenant for a maximum of \$2.00 per square foot toward Tenant's improvement of the space. Said improvement allowance shall be paid to Tenant upon Tenant opening for business, providing that all work has been completed, Tenant provides copies of paid receipts, and provided Tenant has submitted to Landlord all lien waivers from contractors performing work. Notwithstanding Landlord and Tenant's agreement to utilize one contractor, said contractor shall be considered Tenant's agent, and no delays in the completion of the work caused by said contractor, whether on Landlord's portion or Tenant's portion, shall operate to delay the occurrence of the date in which Minimum Rent becomes due pursuant to Section 2.1.

EXHIBIT "D"
RETAIL SHOPS SIGN CRITERIA
HIGHLANDS RANCH MARKETPLACE

Each Tenant shall submit or cause to be submitted within three (3) weeks of the date of execution of this Lease to Landlord for approval before fabrication, at least three (3) copies of detailed drawings indicating the location, layout, size, and design of the proposed sign, including all lettering and/or graphics and dimensions to, neighboring signs and major building elements.

All necessary permits for signs and their installation shall also be obtained by Tenant or Tenant's representative. The Tenant agrees to comply with all appropriate governmental requirements, including the requirements regulating the signage as described herein in Douglas County.

Tenant shall be responsible for all manufacturing, installation, and repair costs of said signs, as well as for the fulfillment of all requirements and specifications.

All Tenants are obligated to have signs and all signs shall, in addition to complying with all governmental requirements, be reviewed for conformance with this criteria and overall sign quality. Approval and disapproval of sign submittals based on aesthetics or design shall remain the sole right of Landlord.

Exterior -Fascia Identification Sign:

All Tenants will be allowed one principal identification sign mounted in the area designated by Landlord on the building fascia. Tenants with 100 or more lineal feet of shop frontage and sign fascia shall be allowed two such sign areas. The size of said sign will be computed according to the following formulas:

1.5 feet x 2/3 of Tenant's storefront

Regardless of this formula, the following maximum and minimum shall apply:

- A. No Tenant sign shall exceed 40 square feet.
- B. Every Tenant shall be allowed a minimum sign of 24 square feet.

All signs will be composed of individual, internally illuminated, pan channel letters. The individual letters or symbols shall be subject to the following criteria:

- A. Shall not exceed 24" in height.
- B. Each letter stroke shall be a minimum of 1-1/2".
- C. The depth of die letter shall not be less than 4" nor more than 6".
- D. Shall be mounted directly to the sign fascia without an intervening raceway. All signs shall be mounted with horizontal center line of the display centered within the signband portion of the building fascia. Best efforts should be made to position the vertical center line of the display at the center of the Tenant's fascia frontage.
- E. All letters shall be internally illuminated and constructed so that no light is directly visible from any location in the shopping center.
- F. Translucent letter faces may be of any color. Pan channel returns and trim caps to be painted industrial enamel matte. Finish, color to match "Benjamin Moore PH83".

All Tenants must conform to the above criteria. Any substitutions or changes must be reviewed and approved by Landlord.

The final location of all signage shall be subject to mutual approval of Landlord and Tenant

Exterior Tenant Soffit Identification Sign

All Tenants shall be required to have installed an exterior walkway soffit sign mounted in the area designated by Landlord. The sign shall be constructed and installed in accordance with the accompanying drawing, Highlands Ranch Marketplace Exterior Tenant Soffit Identification Sign.

See attached sketch for schematic detail.

Conformance Criteria All Signs:

Lettering of all store signs shall be limited to the business or trade name of the premises as it appears on the Lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Letter style will not be restricted. Letter style should, however, be compatible with the design character of the Shopping Center. Tenant shall be responsible for the full cost of all repairs necessary to the building fascias and soffits as a result of the removal or modification of die sign. This includes removal of airsigns and repairs to the fascia due to termination of tenancy, or any other occurrence related to said signage that causes damage or discoloration to the building fascia.

Landlord will provide installation of sign power from the Tenant's panel to the sign location. Each Tenant's sign lighting shall be switched on and off via a relay connection to the common "house" photo cell/timer also provided by the Landlord. Tenant shall be responsible for connection to these power and relay circuit) at the sign location.

Each Tenant shall be permitted to place upon each entrance of its demised premises not more than 144 square inches of decal application lettering not to exceed 3 1/2 inches in height, indicating hours of business, emergency telephone number etc. except as provided herein, no advertising placards, banners, pennants, names, insignias, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of building.

Landlord reserves the right to at any time and in any manner permit, or require, variations from the aforementioned criteria. This shall include all cases of signage design, color, illumination, quantity and

construction that, at the sole discretion and opinion of Landlord, would more appropriately serve the Shopping Center and its respective tenantry.

Conformance with this criteria will be strictly enforced and any installed, nonconforming or unapproved signs must be brought into conformance at the expense of Tenant.

LANDLORD: Robert E. Simons

TENANT: Lawrence M. Reiff

EXHIBIT "E" "SAMPLE"
TENANT'S ESTOPPEL CERTIFICATE
HIGHLANDS RANCH MARKETPLACE

TO: _____

RE: Lease of _____

Date of Lease _____

The undersigned is the Tenant under the Lease. Tenant certifies to Highlands Ranch Marketplace, LLC its successors, transferees, and assigns and acknowledges and agrees that:

1. The following information concerning the Lease is true and correct:

Landlord: Highlands Ranch Marketplace, LLC ("Landlord")

Tenant: _____ ("Tenant")

Premises: _____

Amendments, Modifications, Assignments or Assumptions: _____

Commencement Date: _____

Expiration Date of Term: _____

Monthly rent under the Lease: _____

Fixed Minimum Rent: \$ _____

Common Area Maintenance: _____

Real Estate Taxes: _____

Insurance: _____

Renewal Option: _____

Amount of Security Deposit: _____

2. The Lease represents the entire agreement between Landlord and Tenant and has not been modified or amended except as indicated above and is in full force.

3. All rent and additional rent payable under the Lease as of the date of this certificate has been paid in full and no rent or additional rent to become payable under the Lease has been paid more than 30 days in advance.

4. All work required of the Landlord under the Lease has been completed in accordance with the terms of the Lease and to the full satisfaction of Tenant. Tenant has accepted and occupies the Leased Premises in its presently existing condition. Tenant is the actual occupant in possession, and has not entered into a sublease, assigned, or otherwise transferred Tenant's interest in all or any portion of the Leased Premises.

5. Tenant has not been granted any free rent or any concession in or abatement of rent.

6. Tenant has no option or other right to purchase all or any part of the Leased Premises. Tenant has no right or interest with respect to the Leased Premises other than as tenant under the Lease.

7. Tenant is not in default in the performance of the Lease, nor has Tenant committed any breach thereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant.

8. Landlord is not in default in the performance of the Lease, nor has it committed any breach thereof.

9. Tenant has not filed a petition in bankruptcy, or an assignment for the benefit of creditors, or any petition seeking reorganization or arrangement under the laws of the United States or any state.

10. Tenant makes this certificate with the understanding that _____ is acquiring the Leased Premises in material reliance on this certificate.

TENANT:

Dated: _____

STATE OF COLORADO)
)SS
)

COUNTY OF _____

On the _____ day of _____, 20__ before me, the undersigned a Notary Public in and for said State, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires:

GUARANTY OF LEASE

WHEREAS, a certain Lease (herein, the "Lease") dated as of JULY 30, 2004, has been executed by and among Highlands Ranch Marketplace, LLC (herein and therein called "Landlord"), Lawrence M. Reiff, individually and severally (herein and therein called Guarantor").

WHEREAS, the Landlord has required as a condition to its execution of the Lease that the Guarantor guarantee the full performance of the obligations of Tenant under the Lease arising from and after the Effective Date; and

WHEREAS, the Guarantor is desirous that the Landlord enter into the Lease with Tenant;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, the Guarantor hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by Tenant including, without limitation, the payment of Base Rent, Additional Rent, and all other payments and charges to accrue there under, arising from and after the Effective Date. The Guarantor further agrees as follows:

1. This covenant and agreement on Guarantor's part shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of the Lease entered into by and between the parties thereto, or the successors or assigns, or notwithstanding any assignment of the Lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the Lease shall in any manner release or discharge the Guarantor, and the Guarantor hereby consents to any such extension, modification, alteration, or assignment.
2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance of abandonment by a trustee of Tenant.
3. Landlord may, without notice, assign this Guarantee in whole or in part; and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor.
4. The liability of the Guarantor under this Guarantee shall be primary; and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the Guarantor without having commenced any action, or having obtained any judgment against the Tenant.
5. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee against the Guarantor, individually and jointly.
6. Guarantor does hereby request notice of any demand by Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease. The use of the singular herein shall include the plural. The obligation of two or more guarantors shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.
7. This Guarantee shall remain in full force and effect during the entire Term of Lease, as that Term may be extended from time to time by Tenant.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee as of the 30th day of JULY, 2004.

GUARANTOR: Lawrence M. Reiff
Lawrence M. Reiff

State of Colorado
County of Douglas

Subscribed and sworn before me this 30th day of July, 2004.

Lawrence M. Reiff
as owner and guarantor of L Reiff Inc.

Witness my hand and official seal.

My commission expires: 1/7/2006
Susan J. Pommerening
Notary Republic

OPTION TO EXTEND

As additional consideration for the covenants of Tenant under this Lease, the Landlord hereby grants to Tenant an option (the "Option") to extend the term of this Lease for One (1) additional (consecutive) term of five years (the "Option Term") upon the same terms and conditions contained in the Lease (but with no right to further extend the Lease Term other than as provided herein), except for the Minimum Rent, provided as a condition of such extension, Tenant: (i) has not been sent more than three (3) letters notifying Tenant of non-compliance with the terms and conditions of the Lease during Tenant's tenancy; (ii) is not in default in the payment of rent or performance of its other obligations under this Lease at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term; and (iii) has not subleased more than 25 % of the premises, at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term. At time of exercise of such option, Lessee shall provide evidence of a satisfactory continuing guarantee of this lease, unless otherwise agreed to by Landlord.

A. The monthly Minimum Rent for each Lease Year of the (respective) Option Term shall be as follows:

<u>Option Term</u>	<u>Minimum Rent Per Month</u>
11/1/09-10/31/10	\$7,135.63 (\$26.25 psf)
11/1/10-10/31/14	\$7,339.50 (\$27.00 psf)

B. If the Tenant elects to exercise the Option hereunder, it shall do so by giving the Landlord written notice of such election not earlier than twelve (12) months and not later than nine (9) months prior to the expiration of the initial Lease Term or the then current Option Term as the case maybe. If Tenant gives such notice, and provided the other conditions to the extension have been satisfied, the term of the Lease shall be automatically extended for the Option Term at the rental computed and payable as set forth herein without requiring further action by the parties. However, at the request of either party, the parties shall execute an amendment to the Lease to confirm the terms of the extension. Unless Landlord is timely notified by Tenant in accordance with this Paragraph, the Option shall terminate and the Lease shall expire in accordance with its terms at the end of the initial Lease Term or the then current Option Term, as the case may be.

C. Tenant shall commence paying the revised amount of Minimum Rent on the first day of the month the (respective) Option Term commences without notice from Landlord.

D. After exercise of the Option described above, there shall be no further rights on the part of Tenant to extend the term of the Lease.

E. The Option shall apply to all space under the Lease Agreement at the time the (respective) Option Term is due to commence and Tenant may not elect to extend the term of the Lease as to only a portion of such space.

By: Robert E. Simmons
Landlord

By: Lawrence M. Rauff
Tenant

LEASE AGREEMENT

Highlands Ranch Marketplace, LLC

(as Landlord)

and

**LREIFF, Inc. a Colorado corporation,
Db a Massage Envy**

(as Tenants)

LEASE AGREEMENT

Table of Contents

ARTICLE I Grant and Term

- Section 1.1 Demised Premises
- Section 1.2 Description and Development of the Shopping Center
- Section 1.3 Term
- Section 1.4 Supplemental Agreement
- Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term
- Section 1.6 Opening of Tenant's Store

ARTICLE II Rent

- Section 2.1 Minimum Rent
- Section 2.2 Remeasurement
- Section 2.3 Reports by Tenant
- Section 2.4 Additional Rent
- Section 2.5 Past Due Minimum Rent and Additional Rent

ARTICLE III Tenant's Work in the Premises

- Section 3.1 Tenant's Obligations

ARTICLE IV Use of Premises

- Section 4.1 Use of Premises
- Section 4.2 Continued Use
- Section 4.3 Compliance With Laws and Regulations
- Section 4.4 Standard of Operation
- Section 4.5 Competition
- Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises

ARTICLE V Maintenance and Repairs

- Section 5.1 By Landlord
- Section 5.2 By Tenant
- Section 5.3 Surrender of Premises

ARTICLE VI Taxes

- Section 6.1 Landlord's Responsibility
- Section 6.2 Tenant's Additional Rent
- Section 6.3 Other Taxes

ARTICLE VII Common Areas and Maintenance Thereof

- Section 7.1 Common Areas
- Section 7.2 Parking Area and Lighting

ARTICLE VIII Shopping Center Operating Costs

- Section 8.1 Shopping Center Operating Costs Defined
- Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs
- Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of Shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums

ARTICLE IX Utilities

- Section 9.1 Charges

ARTICLE X Fixtures, Signs, and Alterations

- Section 10.1 Fixtures
- Section 10.2 Signs
- Section 10.3 Alterations

ARTICLE XI Public Liability Insurance

Section 11.1	Tenant's Liability Insurance
Section 11.2	Indemnification of Landlord
Section 11.3	Indemnification of Tenant
ARTICLE XII	Casualty Insurance
Section 12.1	Insurance Coverage by Landlord
Section 12.2	Tenant's Additional Rent
Section 12.3	Insurance Coverage by Tenant
Section 12.4	Protection from Subrogation
Section 12.5	Additional Hazards
ARTICLE XIII	Damage by Fire or Other Casualty
Section 13.1	Notice
Section 13.2	Partial Damage
Section 13.3	Substantial Damage
Section 13.4	Damage During Last Two Years of Lease Term
Section 13.5	Abatement
Section 13.6	Definition of Substantial Damage
ARTICLE XIV	Eminent Domain
Section 14.1	Partial or Total Condemnation
ARTICLE XV	Assignment and Subletting
Section 15.1	Consent Required
ARTICLE XVI	Additional Construction
Section 16.1	Additions and Changes to the Shopping Center
ARTICLE XVII	Default
Section 17.1	Tenant's Default
Section 17.2	Landlord's Lien
ARTICLE XVIII	Subordination or Superiority of Lease
Section 18.1	Lease Subordination or Superior to Deed of Trust
ARTICLE XIX	Miscellaneous Provisions
Section 19.1	Holding Over
Section 19.2	No Partnership
Section 19.3	Covenant of Quiet Enjoyment
Section 19.4	Statement of Performance
Section 19.5	Notice to Mortgagee
Section 19.6	Assignment of Rents and Leases
Section 19.7	Invalidation of Particular Provisions
Section 19.8	Provisions Binding. Etc
Section 19.9	Governing Law
Section 19.10	Ownership of Tenant
Section 19.11	Notice of Default
Section 19.12	Garbage and Refuse Collection
Section 19.13	Landlord's Interest
Section 19.14	Rules and Regulations
Section 19.15	Delivery of Goods
Section 19.16	Notices
Section 19.17	Paragraph Headings
Section 19.18	Entire Agreement
Section 19.19	Declaration
Section 19.20	Bankruptcy
Section 19.21	Authorization
Section 19.22	Advertising and Promotion
Section 19.23	Substitution of Premises
Section 19.24	Hazardous Substances

ARTICLE XX Deposit

 Section 20.1 Deposit

Other Attachments or Exhibits

 Exhibit A Demised Premises

 Exhibit A-1 Landlords Parcel/Other Parcel

 Exhibit B Legal Description of Shopping Center

 Exhibit C Work Letter

 Exhibit D Sign Criteria

 Exhibit E Estoppel Certificate

 Guaranty of Lease

 Option to Extend

LEASE AGREEMENT

THIS LEASE, made and entered into this 30th day of JULY, 2004, by and between Highlands Ranch Marketplace, LLC "Landlord," and, LREIFF, Inc., a Colorado corporation, dba Massage Envy, hereinafter referred to as "Tenant."

ARTICLE I
Grant and Term

Section 1.1 Demised Premises In consideration of the rents, covenants, and agreements herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease and demise unto Tenant the portion of the building shown as the area crosshatched on Exhibit A annexed hereto and made a part hereof (the "demised premises" or "premises"), containing approximately 3,262 square feet of floor area (floor area is measured from the outside of exterior walls of the building to the center of the interior walls of the demised premises and including one half of the common rear access hallway). Said building is a part of a shopping center located on a parcel of real property described on Exhibit B in Douglas County, Colorado (the "Tract"); the Tract and all improvements now or hereafter constructed thereon are collectively referred to herein as the "Shopping Center." Landlord hereby reserves unto itself the roof and exterior walls of the building of which the demised premises are a part and the right to place in the demised premises (in such manner as to reduce to a minimum the interference with Tenant's use of the demised premises) utility lines, pipes, and the like to serve premises other than the demised premises, and to replace, maintain, and repair such utility lines, pipes, and the like in, over, and upon the demised premises. Tenant agrees that the floor area, the Minimum Rent and Tenant's "pro rata share," as those terms are defined herein, may be recalculated in the event that the Shopping Center, Landlord's Parcel and/or the premises are re-measured at any time during the Lease Term, as hereinafter defined, and it is determined that the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel and/or the floor area of the premises differs from those set forth herein. The floor area of the premises shall not be increased or decreased by an amount in excess of five percent (5%) as a result of such re-measurement.

Section 1.2 Description and Development of the Shopping Center.

a) Only a portion of the Tract is or will be owned by Landlord (herein "Landlord's Parcel"). The balance of the Tract ("Other Parcel") is now or will hereafter be owned by a third party or parties. Certain areas of the Shopping Center are to be designated for joint use by all tenants of the Shopping Center, their guests and invitees, pursuant to certain Declarations of Restrictions and Grant; of Easements, as they may be amended from time to time, between Landlord (or Landlord's predecessor in interest) and the owner of the Other Parcel (the "Declaration") and may be subject to a Common Area Maintenance Agreement (which may be together referred to herein as the "Maintenance and/or Easement Agreement") among said parties. The location of Landlord's Parcel and the Other Parcel are generally depicted in Exhibit A-1. Should Landlord subsequently sell a portion of Landlord's Parcel to third parties, those portions shall automatically become part of the Other Parcel and no longer be part of Landlord's Parcel. Landlord, for itself and the owner of the Other Parcel, expressly reserves the right at any time to grant such utility and other easements over, across, and under any portions of the Shopping Center and improvement now or hereafter constructed therein including the premises, so long as such easements will not materially impair Tenant's rights under this Lease.

Section 1.3 Term. The term of this Lease shall be for five (5) years and two (2) months (the "Lease Term"). If the Lease Term is extended (pursuant to an option contained herein, if any, or otherwise), all references in this Lease to Lease Term shall automatically be construed to include any such extension. The Lease Term and Tenant's obligation to pay rent hereunder shall commence upon July 29, 2004 (hereinafter the "Lease Commencement Date").

Section 1.4 Supplemental Agreement. If, in accordance with the foregoing provisions, the Lease Commencement Date would occur on other than the first day of a calendar month, the Lease Commencement Date shall be delayed until the first day of the next calendar month and the Lease Term shall be measured from said date; provided, however, during any period prior to such delayed Lease Commencement Date all terms and provisions set forth in this Lease, including, but not limited to, Tenant's obligations to pay all Minimum Rent, Additional Rent, and all other amounts required to be paid hereunder, shall commence as of such earlier date. In order to place in writing the exact dates of commencement and termination of the term of this Lease, the parties shall, as soon as practicable after the Lease Commencement Date, execute a supplemental agreement to become a part hereof, setting forth the commencement and termination dates of the term of this Lease as determined under the provisions of this Article I.

Section 1.5 Condition of the Demised Premises and Tenant's Performance of Work and Installation of Fixtures in Advance of Term. Except as expressly provided in the work letter of even date herewith executed by Landlord and Tenant and attached hereto as Exhibit C, Tenant hereby accepts the demised premises in their present "as is" condition. If Landlord is responsible for any work in the premises it shall be set forth in the work letter. All work and materials specifically identified on Exhibit C as being at Landlord's sole cost and expense shall be referred to herein as "Landlord's Work." All finish work including installation of trade fixtures and furnishings, other than Landlord's Work, required to make the premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as

"Tenant's Work," which terms shall include those portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense. To expedite the opening of Tenant's business in the demised premises, after first obtaining the written permission of Landlord, Tenant shall enter upon the demised premises as soon as reasonably possible, and in no event later than substantial completion of Landlord's Work, for the purpose of performing Tenant's Work, and all such work shall be done in such manner as not to interfere with any other tenants in the Shopping Center and in compliance with this Lease, and with all applicable local, state and federal laws, rules and regulations. Prior to entering upon the demised premises, Tenant shall first obtain Landlord's written approval of Tenant's plans and specifications, Tenant shall deposit with Landlord certificates of insurance as required pursuant to Section 11.1 and Tenant shall comply with other requirements which may be set forth on Exhibit C. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance. of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the premises. Landlord shall advise Tenant of the earliest date which Tenant can enter the demised premises for commencement of Tenant's Work (the "Delivery Date"). If on the Delivery Date Landlord's contractor has not fully completed Landlord's Work or portions of Tenant's Work which Landlord's contractor has agreed to perform at Tenant's sole cost and expense, Tenant shall coordinate completion of its work with the completion of Landlord's Work and such other work as Landlord may have agreed to have completed. Landlord agrees that as of the Delivery Date Landlord's Work will be completed to the point that Tenant can effectively commence Tenant's Work in the premises. Commencing on the Delivery Date, Tenant agrees that all terms and provisions of this Lease shall be in effect, including but not limited to Tenant's obligation to pay for the utilities (heat, gas, water, and electricity) which shall be furnished to the demised premises, except Tenant shall not be obligated to pay Minimum Rent as described in Article II.

Section 1.6 Opening of Tenant's Store. On the Delivery Date, Tenant shall promptly perform, at its own cost and expense, all of Tenant's Work, shall equip the premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall open for business as soon thereafter as possible.

ARTICLE II
Rent

Section 2.1 Minimum Rent. Tenant agrees to pay to Landlord at the office of Landlord or at such other place as Landlord may designate in writing in advance, without notice, offset, or deduction of any kind whatever, monthly Minimum Rent for said premises as follows:

<u>Lease Term</u>	<u>Monthly Minimum Rent Per Month</u>
Lease Commencement - 10/22/04 ^{11/1/04}	\$0.00
10/23/04 - 10/31/05	\$6,388.08 (\$23.50 psf)
11/1/05 - 10/31/06	\$6,524.00 (\$24.00 psf)
11/1/06 - 10/31/07	\$6,659.92 (\$24.50 psf)
11/1/07 - 10/31/08	\$6,795.83 (\$25.00 psf)
11/1/08 - 10/31/09	\$6,931.75 (\$25.50 psf)

The amount due shall be payable in advance in monthly installment, as set forth above on the first day of each and every calendar month during the term of this Lease. If the term shall commence upon a day other than the first calendar day of the month, then upon the Lease Commencement Date, Tenant shall pay a pro rata portion of the monthly rent as above provided so that all future rental payments will be due on the first of every month. "Lease Year," as used in this Lease, shall be defined as each twelve (12) month period beginning with the Lease Commencement Date, or any anniversary thereof, and ending on the immediately preceding day one (1) year later. Landlord acknowledges receipt of ~~\$6,388.08~~ ^{\$0.00} which shall be applied to Minimum Rent for the first full month in which Tenant is obligated to pay Minimum Rent.

Section 2.2 Remeasurement. In the event that Landlord elects to re-measure the premises as set forth in Section 1.1 herein, the Minimum Rent shall be recalculated on the basis of the annual per rentable square foot Minimum Rent then being paid by Tenant to be determined by multiplying the monthly Minimum Rent for that Lease year as set forth in Section 2.1 above by twelve (12) and dividing the resulting number by the total number of square feet of the premises prior to recalculation.

Section 2.3 Reports by Tenant. On or before the 20th day of the 5th and 11th calendar months, Tenant shall deliver to Landlord at the places then fixed for the payment of rent a true copy of the sales tax reports filed by Tenant with the appropriate governmental agencies (City, County, and/or State) covering the immediately preceding calendar month or such other report as Landlord may reasonably require Tenant to submit indicating the gross receipts from all business conducted on the premises. Any information obtained by Landlord shall be held in strict confidence except Landlord may inform the holder of any deed trust on the Shopping Center of the information contained said reports.

Section 2.4 Additional Rent. Any other sums of money or charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as "Additional Rent."

Section 2.5 Past Due Minimum Rent and Additional Rent. If Tenant shall fail to pay, when the same is due and payable any Minimum Rent or Additional Rent, such unpaid amounts shall bear

forth in Section 17.1 (a) herein) to the date of payment at the greater of eighteen percent (18%) or three percent (3%) above the "Prime Rate" as hereafter defined (hereafter the "Default Interest Rate"). "Prime Rate" as used herein shall mean the rate quoted by the Wells Fargo Bank of Denver, N.A., or its successor from time to time, as its Prime Rate applicable to its largest business customers on a short-term unsecured basis. Further, in the event any rents or other amounts owing hereunder are not paid within five (5) days after the same is due and payable, Landlord and Tenant agree that Landlord will incur additional administrative expenses, the amount of which will be difficult if not impossible to determine. Accordingly, Tenant shall pay the Landlord an additional, one-time late charge for any late payment in the amount of One Hundred Dollars (\$100). Any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within five (5) days of demand by Landlord, thereafter bear interest at the default interest rate set forth above.

ARTICLE III Tenant's Work in the Premises

Section 3.1 Tenant's Obligations All Tenant's Work shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, and free of any liens for labor and materials and subject to reasonable requirements as Landlord may impose. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability, or damage, cost or expense resulting from such Work.

ARTICLE IV Use of Premises

Section 4.1 Use of Premises. During the Lease Term the demised premises shall be used solely for the purpose of conducting the business of massage therapy and related services and sales of candles, lotions, towels and items related to massage therapy, subject to the consent pursuant to the June 25, 2004 letter from Albertson's to Trammell Crow Company. Provided Tenant is not in default of the Lease, Landlord agrees that it shall not lease space in the Landlord's portion of the Shopping Center to any other tenant whose primary use is for massage therapy. This exclusive shall not apply to any existing leases.

Section 4.2 Continued Use. Tenant covenants to, and it is the essence of this Lease that Tenant shall, continuously operate the business above described in the demised premises during the entire Lease Term. Said business will be conducted in a high trade manner on all business days during the hours established by Landlord for operation of the Shopping Center. Failure of Tenant to strictly adhere to the provisions of this Article IV shall give Landlord the right to terminate this Lease, or in lieu thereof Landlord shall be entitled to twice the amount of Minimum Rent in addition to any other remedies afforded by law.

Section 4.3 Compliance with Laws and Regulations. Tenant shall at all times maintain and conduct its business, insofar as the same relates to Tenant's use and occupancy of the demised premises, in a lawful manner, and in strict compliance with the Maintenance and/or Easement Agreement, all governmental laws, rules, regulations, and orders and provisions of insurance underwriters applicable to the business of Tenant conducted in and upon the demised premises including those with respect to storage, handling, discharge, and transport of any pollutant, contaminant or hazardous, toxic or dangerous substance.

Section 4.4 Intentionally Deleted

Section 4.5 Competition. During the Lease Term, neither Tenant nor any person, firm, or corporation directly or indirectly controlling, controlled by, or under common control with Tenant shall directly or indirectly operate, manage, conduct, or have any interest in any commercial establishment which is operated for a purpose similar to that set forth in Section 4.1 hereof within a two (2) mile radius of the demised premises. In the event of noncompliance with the above provision, Tenant shall be deemed to be in default under this Lease. Notwithstanding the foregoing, if any such commercial establishment exists as of the date of this Lease, such establishment may continue to be operated, managed, conducted, and owned in the same manner as of the date hereof.

Section 4.6 Affirmative Covenants of Tenant Relative to Usage of Demised Premises. Tenant hereby covenants and agrees:

(a) That no auction, fire, bankruptcy, going out of business, or other distress sales may be conducted in the demised premises without the previous written consent of Landlord, and Tenant shall warehouse, store, or stock in the demised premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the demised premises, and Tenant's necessary equipment and supplies.

(b) Neither to permit nor to suffer any conduct, noise, or nuisance whatever about said premises having a tendency to annoy or disturb any persons occupying adjacent premises.

(c) To keep the sidewalks in front of and around said premises free from litter, dirt, and

obstructions, and not to display merchandise on sidewalks, mall, or other public areas, with the exception of massage therapy chair (which shall be subject to Landlord's approval)

(d) To keep said premises at a comfortable temperature for customers, clean and in the sanitary condition as required by the ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction.

(e) Neither to permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading.

ARTICLE V Maintenance and Repairs

Section 5.1 By Landlord. Subject to reimbursement as provided in Article VIII below, Landlord agrees to keep in good order, condition, and repair the exterior, foundations, roof, and structural portions of the building of which the demised premises is a part (except doors, glass, and glass windows), but including gutters, downspouts, all service pipes, lines, and mains leading to and from the demised premises; provided, however, if the damage thereto was caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors Tenant shall be solely responsible for the cost of such maintenance or repair. Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or other improvements or repairs of any kind upon or within the demised premises except as may be expressly set out in this Lease. Tenant covenants and agrees to permit Landlord at any time to enter the demised premises upon prior reasonable notice to examine and inspect the same, or to show space to prospective new tenants during the last six (6) months of the lease term, or if Landlord so elects, to perform any obligations of Tenant hereunder which Tenant shall fail to perform (in which event Landlord shall be entitled to charge Tenant the cost of such items plus fifteen percent (15 %) for overhead due from Tenant upon presentation of a bill therefore) or to perform such cleaning, maintenance, janitorial services, repairs, additions, or alterations as Landlord may deem necessary or proper for the safety, improvement, or preservation of the demised premises or of other portions of the Shopping Center or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law. Any such reentry shall not constitute an eviction or entitle Tenant to abatement of rent.

Section 5.2 By Tenant. Tenant from and after the Delivery Date, and until the end of the Lease Term, agrees that it will be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the demised premises other than those specifically required to be performed by Landlord in Section 5.1 and this Section 5.2, including but not limited to the interior and exterior portions of all doors, windows, plate glass, and show cases surrounding the demised premises; the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by Tenant or Landlord also including janitorial, janitorial supplies, carpet cleaning, window cleaning, pest control, and maintenance of the fire sprinkler system. **Tenant shall be obligated under the Lease for repair or replacement of the premises' HVAC unit.** All work in the premises shall be performed by Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to such reasonable requirements as Landlord may impose. Landlord shall have the right to post the premises and serve the contractor personally with a notice of a non-liability in connection with any such work performed by or on behalf of Tenant.

Section 5.3 Surrender of Premises. At the expiration of the Lease Term, Tenant shall surrender the demised premises in the same condition as existed upon the completion of all Tenant's Work, ordinary wear and tear excepted and Tenant shall remove all of its furniture, trade fixtures and equipment not attached to the premises or other of Tenant's personal property. In the event Tenant fails to vacate the premises on a timely basis as required, Tenant shall be responsible to Landlord for all costs incurred by Landlord as a result of such failure, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the premises. All furniture, trade fixtures and equipment not attached to the premises, or other of Tenant's personal property, not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefor; and Tenant shall pay Landlord all expenses incurred in connection with such property, including, but not limited to, the cost of repairing any damage to the premises caused by removal of such property. Tenant's obligation hereunder shall survive the expiration or other termination of this Lease.

ARTICLE VI Taxes

Section 6.1 Landlord's Responsibility Subject to reimbursement as provided in Article VIII and Section 6.2 below, Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental charges levied, assessed or imposed on Landlord's Parcel, and all improvements constructed thereon (including Common Areas located thereon (as hereinafter defined)), the share of such taxes, assessments and charges attributable to the Other Parcel which are allocated to Landlord's Parcel in accordance with the Declaration, all assessments for local improvements, if any, attributable to Landlord's Parcel or allocated thereto pursuant to the Declaration, and any new taxes which may be levied or assessed on Landlord or Landlord's Parcel based upon gross rentals in lieu of or in addition to the current real property taxes (for the purposes of determining such new tax; however, Landlord's Parcel shall be deemed to be Landlord's sole property)(hereafter collectively the "real estate

taxes"). Landlord shall pay the real estate taxes before they become delinquent. However, if authorities having jurisdiction assess real estate taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Colorado, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 6.2 Tenant's Additional Rent. Tenant shall pay during each Lease Year during the Lease Term, as Additional Rent, its pro rata share, as hereafter defined, of all of the above-described real estate taxes. The term "pro rata" when utilized with respect to Tenant's share of real estate taxes shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 below.

Section 6.3 Other Taxes. Tenant shall pay all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the demised premises and also general license or franchise taxes and rent taxes, if any, which may be required for the conduct of Tenant's business.

ARTICLE VII Common Areas and Maintenance Thereof

Section 7.1 Common Areas. Landlord hereby grants to Tenant the right to use the Common Areas, as hereinafter defined, subject to the conditions hereinafter stated and those set forth in the Declaration and any Maintenance and/or Easement Agreement. The conditions of Tenant's use of such Common Areas are as follows:

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

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

(c) Tenant shall make no use of the Common Areas which shall interfere in any way with the use of the Common Areas by others.

(d) Subject to the provisions hereof, Landlord and the owner of the Other Parcel shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Shopping Center, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any such other acts in and to the Common Areas as they may deem desirable to approve the convenience thereof.

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

The "Common Areas" as used herein shall mean and refer to all of the following to the extent they are located in the Shopping Center: parking areas; sidewalks; canopies; mall; streets; passenger vehicle roadways; truck roadways; loading platforms, and stairs not contained in stores; public and common washrooms; lounges and shelters; and any other facilities available for common use by all tenants and occupants of space in the Shopping Center and their employees, agents, customers, licensees, and invitees, as they may from time to time exist during the Lease Term. Landlord reserves the right for itself and the owners, from time to time, of the Other Parcel to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Subject to the provisions of Section 5.1, and in accordance with any Maintenance and/or Easement Agreement, the Common Areas shall be maintained and operated in good, clean, and orderly condition. The manner in which Common Areas shall be maintained and operated and the expenditures therefor shall be at the sole discretion of Landlord.

Section 7.2 Parking Area and Lighting. All of the parking areas existing in the Shopping Center, including the lighting thereof, shall be maintained in good repair and clean condition, reasonably clear of ice and snow, at all times during the Lease Term and any extensions hereof, in accordance with any Maintenance and/or Easement Agreement. Landlord agrees that Tenant may, during the Lease Term, with others, have the non-exclusive right to use all parking areas of the Shopping Center for the accommodation and parking of such automobiles of Tenant, its officers, agents, and employees, and customers while shopping in the Shopping Center; but it is understood and agreed that Landlord shall have the right, to be exercised reasonably, to designate from time to time and to change from time to time, the location and direction of such parking lanes and areas and to rearrange and relocate parking areas so long as adequate parking for the Shopping Center is maintained. Adequate parking shall mean that ratio of parking spaces to store area required by applicable governmental authorities. Tenant agrees to cause its employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas, and such employee parking areas may be located out-side the Shopping Center, provided the same are within a reasonable distance of the demised premises. Upon request of Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all automobiles operated by Tenant, its employees, sublessees, concessionaires, or licensees.

ARTICLE VIII
Shopping Center Operating Costs

Section 8.1 Shopping Center Operating Costs Defined. "Shopping Center Operating Costs" shall mean all costs and expenses of any kind or nature which are necessary, and are customarily incurred in operating and maintaining the Shopping Center in the manner set forth in any Maintenance and/or Easement Agreement, or arise out of Landlord's obligation to maintain and repair under this Lease, or which are, as determined by Landlord, reasonable and appropriate for the best interests of the Shopping Center, including, without limitation, all costs and expenses of operating, maintaining, repairing, replacing, lighting, cleaning, painting, striping, and policing all Common Areas and all improvements thereto (including cost of uniforms, equipment, and all employment taxes); costs of utilities for the Common Areas; costs of all roof repair; costs of all supplies; insurance premiums for liability insurance for personal injury, death, and property damage; costs of workmen's compensation insurance covering personnel and fidelity bonds for personnel; costs of insurance against liability for defamation and claims of false arrest occurring in and about the Common Areas; costs for removal of snow, ice, and debris; monitoring of fire and security systems for Common Areas; costs for regulation of traffic-, costs and expenses of replacement of Paving curbs, walkways, landscaping, drainage, and lighting facilities for the Common Areas; costs and expenses of planting, replanting, and replacing flowers and shrubbery and planters; all costs of labor, including wages and other payments including disability insurance, payroll taxes welfare, and all legal fees and other costs or expenses incurred in resolving any labor disputes; cost and expense for the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs and expenses related to any renovation or remodeling of any Common Areas necessitated by any change in laws, rules or regulations relating to the Shopping Center; sprinkler maintenance costs; administrative costs equal to fifteen percent (15 %) of the total cost of operating and maintaining the Shopping Center. Shopping Center Operating Costs shall not include: real estate taxes as defined in Article VI; insurance as described in Article XII; costs of work performed exclusively for any other tenant in the Shopping Center other than work of a kind and scope which Landlord would be obligated to provide to all tenants; leasing commissions and other expenses attributable solely to leasing of space in the Shopping Center; costs of repairs or rebuilding necessitated by condemnation; costs of capital improvements; or depreciation on the Shopping Center, except as expressly provided above, or any such costs, the payment of which is the obligation of the owner of the Other Parcel pursuant to the Declaration and any Maintenance and/or Easement Agreement.

Section 8.2 Tenant's Pro Rata Share of Shopping Center Operating Costs

During each Lease Year during the Lease Term and any extension thereof, including the first Lease Year, Tenant will pay Landlord as Additional Rent Tenant's pro rata share of Shopping Center Operating Costs as hereafter provided. Tenant's pro rata share of Shopping Center Operating Costs shall be computed by multiplying the total amount of such costs, by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises leased by Tenant and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel.

Section 8.3 Place and Manner of Payment of Tenant's Pro Rata Share of shopping Center Operating Costs, Real Estate Taxes, and Insurance Premiums. Commencing with the Lease Commencement Date, and each month thereafter during the Lease Term, Tenant shall pay one-twelfth (1/12) of its estimated pro rata share of real estate taxes, as described in Section 6.1 above (based upon the actual real estate taxes for the prior tax year, if any, or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of Shopping Center Operating Costs as described in Section 8.1 above (based upon actual Shopping Center Operating Costs for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof), one-twelfth (1/12) of its estimated pro rata share of insurance premiums described in Section 12.1 below (based upon actual insurance premiums for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) and, if utilities are not separately metered, one-twelfth (1/12) of its estimated pro rata share of utilities not separately metered (based upon actual utility charges for the prior twelve (12) month period, if any, or if none, based on Landlord's estimate thereof) (hereafter collectively referred to as "Tenant's Aggregate Pro Rata Share") in advance in equal monthly installments. As soon as, practicable following the end of each Lease Year during the Lease Term, including the first Lease Year, Landlord shall notify Tenant of the actual amount of Tenant's Aggregate Pro Rata Share and the difference between it and the estimated amount actually paid by Tenant during the Lease Year just completed, if any and the estimated Aggregate Pro Rata Share for the current Lease Year. If, at the end of any Lease Year Tenant's actual Aggregate Pro Rata Share exceeds, or is less than, the estimated amount paid by Tenant during the Lease Year just completed, Tenant shall pay to Landlord within thirty (30) days following Landlord's notice to Tenant, or Landlord shall pay to Tenant, as the case may be, such amounts as are necessary to correct the discrepancy. Tenant's estimated Aggregate Pro Rata Share shall be paid at the same time and place as the Minimum Rent; provided, however, that Tenant's first payment of its estimated Aggregate Pro Rata Share after receipt of notice from Landlord setting forth such amount shall also include one twelfth (1/12) of such amount for each month of the current Lease Year which has elapsed prior to the making of such first payment. For convenience, Tenant may include payment of its estimated Aggregate Pro Rata Share and any other charges, if any, payable under the terms of this Lease and the Minimum. Rent in one check, provided all said charges and said rent are separately shown thereon. If the Lease Year is not concurrent with the calendar year, Landlord may, at any time during the Lease Term, or any extensions thereof, make all adjustment provided for in this Article VIII on a calendar year basis with an appropriate Proration for the Lease Year in which such conversion is made and in which the term ends and in that case, all references in this Article VIII to "Lease Year" shall

thereafter be deemed to refer to "Calendar Year". Tenant has the right to review Landlord reconciliation of Shopping Center Operating Costs on an annual basis. If a remeasurement of the Shopping Center, Landlord's Parcel and/or the premises results in a change in the number of square feet of floor area in the demised premises leased by Tenant or in the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel, then Tenant's pro rata share shall be recomputed using the revised number of square feet in the above formula.

ARTICLE IX Utilities

Section 9.1 Charges. Tenant shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to Tenant for use in the premises. If any such services are not separately metered, Tenant shall pay its proportionate share thereof, as reasonably determined by Landlord based upon the number of tenants who use such services and the type of business in which each such tenant is engaged. In the event Landlord leases space in the shopping center to a Laundromat, then Landlord agrees to make an equitable adjustment in Tenant's pro rata charge for water usage. Tenant shall pay such amounts in the manner set forth in Section 8.3 above.

ARTICLE X Fixtures, Signs, and Alterations

Section 10.1 Fixtures. All fixtures by Tenant shall be new unless otherwise approved by Landlord. Said fixtures shall include, but not be limited to, unless otherwise provided in the work letter, all lighting fixtures, floor coverings, and interior painting and decorating.

Section 10.2 Signs. Tenant shall not erect any exterior sign or any interior window or door signs without first obtaining the written consent of Landlord. All signage which is visible from the exterior of the premises shall be subject to the sign criteria set forth in Exhibit D, attached hereto, made a part hereof, and incorporated herein by reference. Any other interior signs shall at all times be in good taste and be maintained in a neat and clean condition. In no event shall a roof sign be approved nor shall any electrical sign which utilizes moving parts or flashing, oscillating, or moving lights or variable lighting intensities be approved. Further, all illuminated signs shall derive light from a concealed source (no exposed globes, tubing, etc.).

Section 10.3 Alterations. Tenant may, from time to time, during the Lease Term make, at its own cost and expense, any reasonable nonstructural alterations or changes in the interior of the demised premises provided the aggregate cost therefor in any one instance does not exceed Ten Thousand Dollars (\$10,000.00) and provided further they are not visible from the exterior of the premises. Any alteration or change which is: (a) visible from the exterior of the premises (regardless of the cost thereof), or (b) exceeds Ten Thousand Dollars (\$10,000.00) in costs, may be made only with Landlord's prior written consent. All alterations or changes which Tenant has the right to make hereunder or is permitted to make shall be performed in a good and workmanlike manner, in strict compliance with all applicable local, state and federal governmental laws, codes, rules and regulations, affecting such construction, use and occupancy of the premises, free of any liens for labor and materials and subject to reasonable requirements Landlord may impose, including but not limited to maintenance by Tenant of adequate liability and workmen's compensation insurance. It is understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. Landlord agrees to cooperate with Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this Section 10.3 without expense to Landlord. Tenant will not alter the exterior of the demised premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the demised premises which would impair the structural soundness or diminish or increase the size thereof or negatively affect its compliance with applicable governmental laws, rules or regulations, without the prior written consent of Landlord. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. All alterations or changes Tenant may make in the premises shall be the Tenant's responsibility to maintain, repair and insure in the manner set forth in this Lease. All alterations and permanent fixtures installed in the premises, including, by way of illustration and not by limitation, all partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable furniture or fixtures not attached to the premises), shall be deemed a part of the real estate and the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof without molestation, disturbance or injury at the end of the Lease Term, or any extension thereof, whether by lapse of time or otherwise, unless Landlord by notice given to Tenant no later than fifteen (15) days prior to the end of the Lease Term shall elect to have Tenant remove all or any of the alterations, and in such event, Tenant shall promptly remove at Tenant's expense the alterations specified by Landlord and return the premises to their condition prior to the making of the same, reasonable wear and tear excepted.

ARTICLE XI Public Liability Insurance

Section 11.1 Tenant's Liability Insurance. Tenant shall, during the Lease Term, keep in full force and

effect a policy of comprehensive general public liability insurance (including liquor law liability coverage for bodily injury, death, and property damage arising out of the sale or consumption of alcoholic beverages on the Premises, if allowed by Tenant's Permitted Use) With personal injury and property damage liability limits in an amount not less than One Million Dollars (\$1,000,000.00). The policy shall name Landlord and Landlord's Mortgagee, as hereafter defined, as additional insured(s), name Tenant as an insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company approved to do business in Colorado, and a copy of the policy or a certificate of insurance shall be delivered to Landlord.

Section 11.2 Indemnification of Landlord. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property or claims arising from violation of any applicable governmental law, rule or regulation arising from or out of any, occurrence in, upon, or at the demised premises, or arising out of or resulting from the occupancy or use by Tenant of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sublessees concessionaires, or licensees, except if caused by the act or neglect of Landlord, its agents of employees. This indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Common Areas, in the event of the carelessness and neglect of Tenant, its agents, employees, contractors, sublessees, concessionaires, or licensees, and shall also apply to Tenant's occupancy of the demised premises during construction and during the installation of its fixtures and equipment even though such occupancy may be prior to the Lease Commencement Date.

Section 11.3 Indemnification of Tenant. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life or personal injury, arising from or out of any occurrence in, upon, or at the Common Areas which is occasioned wholly by any act or omission of Landlord, its agents, or employees.

ARTICLE XII Casualty Insurance

Section 12.1 Insurance Coverage by Landlord. Subject to reimbursement as provided in Article VIII and Section 12.2 below, Landlord shall keep all improvements which Landlord has the obligation to maintain and repair, above foundation walls, constructed on Landlord's Parcel from time to time, insured against loss or damage by fire. Such insurance coverage shall be in such amounts from such companies and on such terms and conditions, including endorsements for all risks, vandalism and malicious mischief and loss of rent as Landlord deems appropriate, from time to time.

Section 12.2 Tenant's Additional Rent. Tenant shall pay during each Lease year during the Lease Term, as Additional Rent, its pro rata share, as hereinafter defined, of the above-described insurance premiums. The term "pro rata" when utilized with respect to Tenant's share of insurance premiums shall be computed by multiplying the total amount of such insurance premiums by a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises and the denominator of which shall be the total number of square feet of rentable floor area in improvements constructed on Landlord's Parcel. Tenant shall pay such pro rata share in the manner set forth in Section 8.3 above.

Section 12.3 Insurance Coverage by Tenant. Tenant agrees that it shall keep its furniture, fixtures, merchandise, equipment and all items Tenant is obligated to maintain and repair under this Lease insured against loss or damage by fire with the all risk endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise.

Section 12.4 Protection from Subrogation. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property occurring on the demised premises or the adjoining properties, sidewalks, streets, or alleys or in any manner growing out of or connected with Tenant's use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining, caused by the negligence or fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees, to the extent that such business interruption or loss or damage to property is coverable by a standard all-risk or special form policy (including, at a minimum, fire and extended coverage insurance insuring against loss by fire, wind storm, riot, malicious mischief, vandalism, smoke, water damage, including damage caused by accidental discharge or leakage from sprinkler, plumbing, heating or air conditioning systems) or a business interruption policy (regardless of whether such insurance is carried or not, or if so carried, payable to or protects landlord or Tenant or both) or for which such party is otherwise reimbursed; and Landlord and Tenant each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees, and assignees, for any such loss or for damage to the property of the waiving party. Nothing contained in this section shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this Section 12.4. Each of the parties shall notify their respective insurance carriers that the foregoing waiver is contained in this Lease and shall require such carrier to include an appropriate waiver of subrogation provision in its policies.

Section 12.5 Additional Hazards. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein which shall increase the rate of insurance on the demised premises or on the other buildings located in Landlord's Parcel above the standard rate on said premises and buildings with a store of the type described in Section 4.1 located on the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom which shall be due and payable as Additional Rent hereunder.

ARTICLE XIII Damage by Fire or Other Casualty

Section 13.1 Notice. Tenant shall give immediate written notice to Landlord of any damage causes' to the demised premises by fire or other casualty.

Section 13.2 Partial Damage . Subject to the last Paragraph of Section 13.3 below, in case during the Lease Term the demised premises shall be partially damaged (as distinguished from "substantially damaged" as that term is hereinafter defined) by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall promptly proceed to commence repair, of such damage and restore the demised premises to substantially its condition at the time of such damage to the extent Landlord is obligated to repair the premises pursuant to this Lease and including only that portion of Landlord's Work to the extent insurance proceeds recovered by Landlord are directly attributable thereto. Subject to zoning laws and building codes then in existence, Landlord shall complete such repairs subject to any delay which may result from any cause beyond Landlord's reasonable control. Tenant agrees that, promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence at its sole cost and expense to repair and restore those portions of the premises which are Tenant's obligations to repair pursuant to this Lease and restore its fixtures and equipment and reinventory the demised premises for reopening for business as soon as possible. This Lease shall continue in full force and effect during any such period of repair and restoration.

Section 13.3 Substantial Damage. In case during the Lease Term the demised premises or Shopping Center shall be substantially damaged or destroyed by fire or other casualty the risk of which is covered by Landlord's insurance, Landlord shall have the right, to be exercised by written notice to such effect delivered to Tenant within forty-five (45) days after the occurrence of such event, to terminate this Lease. If Landlord fails to timely give such notice of its election to terminate, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding of the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease (or if the damage relates to other portions of the Shopping Center on Landlord's Parcel, such portions thereof as Landlord reasonably determines are necessary to be repaired) to substantially their condition at the time of such damage or destruction (including as to the premises, only that portion of Landlord's Work to the extent of insurance proceeds recovered by Landlord directly attributable thereto), subject to zoning laws and building codes then in existence, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. Further, in case of substantial or partial damage or destruction as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the premises to the extent Landlord is obligated to repair the premises pursuant to this Lease and Shopping Center, as applicable, unless Landlord, within forty-five (45) days after the occurrence of such event, gives notice to Tenant of Landlord's election to terminate this Lease. If the Lease is terminated pursuant to this Article XIII, all rent shall be prorated to the date of such termination and as of said date about Landlord and Tenant shall be relieved of all further rights and obligations hereunder.

Section 13.4 Damage During Last Two Years of Lease Term. Notwithstanding anything to the contrary set forth herein, if the demised premises or Shopping Center shall be damaged to the extent of twenty percent (20 %) or more of the then cost of replacement during the last two (2) years of the Lease Term, Landlord may elect, within forty-five (45) days after the occurrence of such event, either to repair or rebuild the demised premises to the extent Landlord is obligated to repair the premises pursuant to this Lease or the Shopping Center, as the case may be, or to terminate this Lease, which termination shall be effective upon giving notice of termination to Tenant in writing within forty-five (45) days after the happening of the event causing the damage. If Landlord fails to timely give such notice of termination, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall proceed to commence repair or rebuilding in accordance with Sections 13.2 or 13.3 above.

Section 13.5 Abatement. Tenant agrees that during any period of reconstruction or repair of the demised premises, it will continue the operation of its business within the demised premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Rent and all Additional Rent set forth herein shall abate during any period of repair and restoration (but only to the extent of any recovery by Landlord under its rental insurance related to the premises in the event such damage is the fault of Tenant), in the same proportion that the portion of the premises rendered untenable bears to the whole; however, there shall be no abatement of other charges provided for herein.

Section 13.6 Definition of Substantial Damage. The terms "substantially damaged" and "substantial damage," as used in this Article XIII, shall mean and refer to damage to the premises or the portion of the Shopping Center located on Landlord's Parcel of such a character as cannot reasonably be

expected to be repaired or restored within one hundred fifty (150) days from the time that such repair or restoration work would be commenced.

ARTICLE XIV Eminent Domain

Section 14.1 Partial or Total Condemnation. If the whole or any part of the premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to nor shall it be entitled to any portion of any award for damages or otherwise. In the event only a portion of the demised premises are taken, the Lease shall cease as to the part taken and the Minimum Rent, Additional Rent, and other charges herein reserved, if any, shall be adjusted so that Tenant shall be required to pay for the balance of the Lease Term that portion of the rent and other amounts herein reserved which the value of the part of the demised premises remaining after condemnation bears to the value of the demised premises immediately prior to the date of condemnation. The rental and other charges shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the rental herein reserved, and all other charges herein required to be paid by Tenant, without deduction. Upon such determination, Tenant shall be entitled to credit for any excess rentals paid. If, however, by reason of the condemnation there is not sufficient space left in the demised premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, or the taking of parking and Common Area is so substantial as to render the demised premises unsuitable and unfit for which they were rented, then and in such event the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises, nothing herein shall be construed to prevent Tenant from claiming from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its trade fixtures, loss of profits or moving expenses so long as any such award, if any, in no way reduces Landlord's award.

ARTICLE XV Assignment and Subletting

Section 15.1 Consent Required. Tenant may not assign this Lease and/or sublet the demised premises, or any part thereof, without in each instance obtaining the prior written permission of Landlord which may be granted or denied by Landlord. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If any subtenant or assignee, pursuant to any subletting or assignment in accordance with the provisions hereof is obligated to pay any amount in excess of the Minimum Rent and all Additional Rent required to be paid hereunder by Tenant (hereafter "excess rent"), Landlord shall be entitled to receive all excess rent. This prohibition against assigning or subletting shall be construed to include a prohibition against the transfer of all of the assets of Tenant, or any assignment or subletting by operation of law. If this Lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant, or occupant, and apply the net amount collected to the rent herein reserved, but in no such assignment, underletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Further, any such consent shall not be construed as limiting or waiving the obligation of such subtenant or assignee to comply with all applicable governmental laws, rules and regulations relating to the premises and its occupancy thereof, all as set forth more fully herein. Notwithstanding any assignment or sublease, Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

ARTICLE XVI Additional Construction

Section 16.1 Addition and Changes to the Shopping Center. Landlord reserves the right, at any time, for itself and any owner or owners of the Other Parcel, from time to time, to make alterations, expansions, or additions to the Shopping Center and/or to build an additional story or stories on the building or the portion of the building in which the premises are contained and to build buildings adjoining the same. Provided, however, that such changes shall not materially alter the size of the premises, deny reasonable ingress to and egress from the premises or deny reasonable parking, as described in Section 7.2. In the event Landlord (or such owner or owners) exercises any of its rights hereunder, at the option of Landlord, such areas shall be rented as though they were originally a part of the Shopping Center and appropriate modifications of Tenant's Aggregate Pro Rata Share and other shared expenses as set forth herein shall be made.

ARTICLE XVII Default

Section 17.1 Tenant's Default. If any one or more of the following events herein referred to as an "event of default" shall happen:

(a) Any failure by Tenant to pay the rent or any other monetary sums required to be paid hereunder from the date such sums are due; provided, however, Tenant may cure a default under this provision by paying such sums to Landlord prior to ten (10) business days after such sums are due;

(b) Tenant shall vacate or abandon the premises;

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

(d) This Lease or the premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said taking or attachment shall not be discharged or disposed of within sixty (60) days after the levy thereof;

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

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

(g) Tenant, or any partners of Tenant if Tenant is a partnership, generally fails to pay its debts as they become due;

(h) Tenant shall fail to take possession of the premises on the Lease Commencement Date;

(i) Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed, and such non-performance shall continue for a period of thirty (30) days after written notice thereof is given by Landlord to Tenant, or if such performance cannot be reasonably had within such thirty (30) day period, Tenant shall not in good faith have commenced such performance within such thirty (30) day period and shall not diligently proceed therewith to completion; then a default shall be considered to have occurred and Landlord shall have the right, at its election, then or at any time thereafter and while any such event of default shall continue, either:

(1) To give Tenant written notice of intention to terminate this Lease on the date of such given notice or on any later date specified therein, and on the date specified in such notice, Tenant's right to possession of the premises shall cease and this Lease shall thereupon be terminated, except as to Tenant's liability hereunder as hereinafter provided, as if the expiration of the term fixed in such notice were the end of the Lease Term originally demised. Nothing herein provided shall limit Landlord's obligation to mitigate damages; or

(2) Without demand or notice, to reenter and take possession of the premises or any part thereof, and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution thereof, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. Should Landlord elect to reenter as provided in this subparagraph (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this Lease, relet the premises or any part thereof, either alone or in conjunction with other portions of the building of which the premises are a part, in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the premises) as Landlord, in its sole discretion, may determine, and Landlord may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the premises, or any part thereof, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event the Lease will terminate as specified in said notice.

In the event that Landlord does not elect to terminate this Lease as permitted in subparagraph (1) of Section 17.1, but, on the contrary, elects to take possession as provided in subparagraph (2) thereof, Tenant shall pay to Landlord (i) the rent and other sums as herein provided, which would be payable hereunder if such repossession had not occurred, less (ii) the net proceeds, if any, of any relating of the premises after deducting all of Landlord's reasonable expenses incurred in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the existing Lease Term, or the premises covered

thereby include other premises not part of the premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith as provided aforesaid will be made in determining the net proceeds from such reletting. In addition, in determining the net proceeds from such reletting, any rent concessions All be apportioned over the term of the new lease. Tenant shall pay such rent and other sums to Landlord monthly on the days on which the rent would have been payable hereunder if possession had not been retaken and Landlord shall be entitled to receive the same from Tenant on each such day.

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

Suit or suits for the recovery of the amounts and damages set forth hereinabove may be brought by Landlord, from time to time, at Landlords' election, and nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Lease Term would have expired had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in connection with collecting any amounts and damages owing from Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant. In addition, Landlord and Tenant agree that the prevailing party in any action brought to enforce any of the terms and provisions of this Lease shall be entitled to its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees. Nothing herein provided shall limit Landlord's obligation to mitigate damages.

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

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

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

Any rents or other amounts owing hereunder which are not paid within ten (10) days after the date they are due, shall thereafter bear interest at the Default Interest Rate of twelve percent 12% until paid. Similarly, any amounts paid by Landlord to cure any defaults of Tenant hereunder, which Landlord shall have the right, but not the obligation to do, shall, if not repaid by Tenant within ten (10) days of demand by Landlord, thereafter bear interest at the above rate until paid.

ARTICLE XVIII Subordination or Superiority of Lease

Section 18.1 Lease Subordination or Superior to Deed of Trust. At Landlord's option,

the rights and interest of Tenant under this Lease shall be subject and subordinate to any underlying or superior financing affecting the premises, and any other mortgages or deeds of trust that may hereafter be placed upon Landlord's Parcel, and to any and all advances to be made thereunder, and to the interest therein, and all renewals, modifications, replacements, and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage or deed of trust and shall agree to recognize this Lease and the rights of Tenant hereunder in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney in fact and in its name, place, and stead so to do. Tenant hereby agrees to attorn to all successor owners of the premises whether such ownership is acquired by foreclosure, deed in lieu of foreclosure, or otherwise. Landlord will make good faith effort to obtain a non-disturbance agreement.

ARTICLE XIX Miscellaneous Provisions

Section 19.1 Holding Over. In the event that Tenant shall continue to occupy the demised premises after the expiration of the Lease Term and continues to pay rent, and in the event Landlord shall accept such rent without any express written agreement as to such holding over, then such holding over shall be deemed to be a tenancy from month to month at a rental equal to the greater of (i) one hundred fifty percent (150%) of the Minimum Rent herein specified, or (ii) the Minimum Rent Landlord is then willing to lease the premises to a third party, plus all Additional Rent and upon all of the other terms and conditions herein contained except where same are not applicable. Such month-to-month tenancy may be terminated by either party upon ten (10) days' notice prior to the end of any such monthly period. Nothing contained herein shall be construed as obligating Landlord to accept any rental tendered by Tenant after the expiration of the Lease term hereof or as relieving Tenant of its liability to surrender the Premises as provided in this Lease.

Section 19.2 No Partnership. It is expressly understood that Landlord and Tenant are not partners, and Landlord has no right, title, or interest in and to the business of Tenant, and Landlord has no right to represent or bind Tenant in any respect whatsoever, and that nothing herein contained shall be deemed, held, or construed as making Landlord a partner or associate of Tenant, or as rendering Landlord liable for any debts, liabilities, or obligations incurred by Tenant, it being expressly understood that the relationship between the parties hereto is, and shall at all times remain, that of landlord and tenant.

Section 19.3 Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, occupy, and enjoy the demised premises during the Lease Term without hindrance or ejection by any persons lawfully claiming under Landlord. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through, or under Tenant or any termination for any reason of Landlord's occupancy of the space from which the service is being supplied by Landlord, and in no event shall Landlord ever be liable to Tenant for any indirect or consequential damage.

Section 19.4 Statement of Performance. Tenant further agrees at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there have been no defaults thereunder by Landlord or Tenant (or if there have been defaults, setting forth the nature thereof), the date to which the rent and other charges have been paid, in advance, if any, and any other matters relating to this Lease as Landlord may specify, if being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of all or any portion of Landlord's interest herein, or a holder of any mortgage or deed of trust encumbering the Landlord's Parcel. Tenant's failure to deliver such statement within such time shall be a default under this Lease and shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; (iii) that not more than one (1) month's rent has been paid in advance; and (iv) that such other matters addressed therein are as represented by Landlord. Further, upon request Tenant will supply to Landlord a corporate resolution certifying that the party signing said statement on behalf of Tenant is properly authorized to do so.

Section 19.5 Notice to Mortgagee. After receiving written notice from Landlord's Mortgagee(s), so long as such mortgage is outstanding, Tenant shall be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that Landlord's Mortgagee shall have the same opportunity to cure any default, and the same time within which to effect such curing as is available to Landlord; and, if necessary to cure such a default, such holder shall have access to the demised premises, and such additional time as may be necessary to cure such default so long as Landlord's Mortgagee timely commences such cure and, thereafter, diligently pursues the same and its continued existence does not materially adversely interfere with Tenant's continued use and occupancy of the premises.

Section 19.6 Assignment of Rents and Leases With reference to any assignment by Landlord of Landlord's interest in this Lease or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the demised premises, Tenant agrees:

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

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

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

Section 19.7 Invalidation of Particular Provisions. If any term or provision of this Lease, or the application thereof to any person or circumstance shall be invalid, or unenforceable to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.8 Provisions Binding, . Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition and shall run with the land to the fullest extent permitted by law. The reference contained to successors and assigns by Tenant is not intended to constitute a consent to assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Section 15.1 hereof.

Section 19.9 Governing Law This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Colorado as the same may from time to time exist.

Section 19.10 Ownership of Tenant. If Tenant is a corporation or partnership and if the control thereof changes at any time during the Lease Term, then Landlord at its option may by giving sixty (60) days' prior written notice to Tenant declare such change a breach in Article XV hereof. Partnership control shall be deemed to have changed if one-third (1/3) or more of the partners have changed at any time during the Lease Term. If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon sixty (60) days' prior written notice to Tenant or his legal representative.

Section 19.11 Notice of Default. In the event of any alleged default on the part of Landlord hereunder, Tenant shall give written notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to Landlord's Mortgagees) as described in Section 19.5 above. In no event will Landlord be responsible for any consequential damages incurred by Tenant including but not limited to lost profits or interruption of business as a result of any alleged default by Landlord hereunder.

Section 19.12 Garbage and Refuse Collection. All garbage and refuse shall be kept in the kind of containers designated by Landlord and shall be placed outside of the demised premises prepared for collection in such manner and at such times and places specified by Landlord. The cost of such removal shall be borne by Tenant and should Landlord determine to provide a service for picking up said garbage and refuse, Tenant shall use and pay for same upon receipt of an invoice from Landlord, or, at Landlord's election, as part of Shopping Center Operating Costs.

Section 19.13 Landlord's Interest. Notwithstanding anything to the contrary contained

herein, Landlord's liability under this Lease shall be limited to its equity in Landlord's Parcel.

Section 19.14 Rules and Regulations. It is further agreed that Tenant shall comply with all reasonable rules and regulations which may be adopted from time to time by Landlord and the owner or owners of the Other Parcel with respect to the Shopping Center, and Tenant agrees that, from time to time, Tenant's employees and agents, or any others permitted by Tenant to occupy or enter the premises, will at all times abide by said rules and regulations. Tenant agrees that Landlord and such other owners may amend, modify, delete, or add new and additional rules and regulations with respect to the use and care of the premises and the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord thereof. In the event of any breach of any rules and regulations so established, or any amendments, modifications, or additions thereto, Landlord shall have all remedies in this Lease provided for in the event of default by Tenant.

Section 19.15 Delivery of Goods. All deliveries of goods for usage in the demised premises shall be done only at reasonable times, in the areas, and through the entrances reasonably designated for such purpose by Landlord.

Section 19.16 Notices. Any notice which may be required to be given under this Lease shall be delivered in person or sent by registered or certified mail, postage prepaid, and shall be addressed to Landlord c/o American Spectrum Real Estate, 1777 S. Harrison Street, Suite P-2, Denver, CO 80210, and to Tenant at the address of the demised premises, or to either party at such other address as shall be designated by written notice to the other party. All notices or demands required to be given to Tenant hereunder shall be in writing and shall be deemed duly served when delivered personally to any officer (or partner of Tenant if Tenant is a partnership or to Tenant individually if Tenant is a sole proprietor) or manager of Tenant whose office is in the building or when deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed to Tenant at the premises, or prior to Tenant's taking possession of the premises, to the address known to Landlord as Tenant's principal office address.

Section 19.17 Paragraph Headings. The headings, section numbers, and article numbers appearing in this Lease are not intended in any manner to define, limit, or describe the scope of any such section or article and are solely inserted as a matter of convenience.

Section 19.18 Entire Agreement. This Lease and any exhibits or riders made a part hereof constitute the entire agreement between the parties and no subsequent change shall be binding unless reduced to writing and signed by the parties hereto.

Section 19.19 Declaration. This Lease is in all respects subject to the terms and provisions of the Declaration and any Maintenance and/or Easement Agreement and to all modifications, amendments, and revisions thereof, and Tenant agrees to comply with all of the terms and provisions of each such document and to execute such documents as may be necessary to evidence its consent to any such amendments, modifications, or revisions, if necessary.

Section 19.20 Bankruptcy. Landlord and Tenant understand that no certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (the "Bankruptcy Code") may have certain rights to assume or assign this Lease. Landlord and Tenant agree and stipulate that this is a lease of real property in a shopping Center within the meaning of Section 365(b)(3) of the Bankruptcy Code. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties hereto agree that the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignee will have the resources with which to pay the rent called for herein, the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the Tenant and its guarantors, if any, as of the date of this Lease. Additionally, any proposed assignee must have as demonstrated to Landlord's satisfaction net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Lease Commencement Date increased by seven percent (7%) for each year from the effective date of the Lease through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering this Lease.

(b) Any proposed assignee must have been engaged in the Permitted Use for at least five (5) years prior to any such proposed assignment.

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

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

Section 19.21 Authorization. Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document or opinion of counsel to that effect.

Section 19.22 Advertising and Promotion. In the event Landlord determines that it would be in the best interests of the Shopping Center to implement an advertising or promotional campaign for the Shopping Center, Landlord will contact Tenant to discuss the details of such campaign, including the proposed timing and cost. If such an advertising and promotional campaign is undertaken, and if Tenant elects to participate, Tenant shall pay its share of costs for such campaign in the amounts and at such times as agreed to prior to commencement of such campaign. In the event Tenant consents to be a part of such campaign but fails to pay the monetary sum required to be paid for such campaign on the date such sums are due, Tenant shall be in default under this Lease.

Section 19.23 Intentionally Deleted.

Section 19.24 Hazardous Substances.

(a) Landlord has furnished to Tenant a report (the "Environmental Report") prepared by a consultant reporting on Hazardous Substances (if any), to the extent Landlord is in possession of such, at the demised premises. Tenant has reviewed the Environmental Report, has no objection to it, and accepts the premises subject to any items noted in the Environmental Report.

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

(c) On or before 10 days before the expiration date of the Lease Term (as it may be extended), Tenant shall at its sole cost and expense, update the Environmental Report, using the consultant who initially prepared the report or another licensed consultant reasonably acceptable to Landlord, to determine the environmental status of the premises as of the date of that update. To the extent the update or any inspection by Landlord prior to Tenant's delivery of the premises to Landlord reveals that Tenant has generated, stored or disposed of Hazardous Substances contrary to the provisions of this Lease, Tenant shall immediately, at its sole expense, commence and pursue to completion a remediation program as to such Hazardous Substances and shall, to Landlord's reasonable satisfaction, bring the premises into an environmental condition equal or better than the condition disclosed under the initial Environmental Report described in subsection (a) above. If Tenant fails to comply with the provisions of this subsection or of any other provisions of this Section prior to the expiration or earlier termination of the Lease Term, or prior to Tenant's vacating the premises, then Landlord, in addition to Landlord's right to utilize all or any portion of any security deposit to satisfy Tenant's obligations hereunder, shall have the option of either considering this Lease as having ended or treating Tenant as a holdover Tenant in possession of the premises in which event in addition to complying with all requirements of this Section and the Lease, Tenant shall pay monthly to landlord double the Minimum and Additional Monthly Rent which Tenant would otherwise pay under this Lease until such time as Tenant fulfills its obligations under this Section, and during such holdover period all of the terms of this Lease and Tenant's obligations hereunder shall remain in full force and effect.

(d) "Hazardous Substance" shall mean (i) "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (ii) "PCBs" as defined in 40 C.F.R. 761, et seq., or analogous regulations promulgated under the Toxic Substances Control Act, as amended, (iii) "asbestos" as defined in 29 C.F.R. 1910.1001, et seq. or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended, (iv) oil and petroleum based products, (v) radioactive material or waste, (vi) biological and other medical products and waste material, and (vii) "hazardous wastes" as defined in the Resource Conservation and Recovery Act as amended; as such acts may be amended from time to time, and as such terms may be expanded by additional legislation of a general nature.

Section 19.25 Termination Right. Provided that Tenant is not in default hereunder beyond any applicable cure period, in the event more than fifty percent (50%) of the Shopping Center is vacant at one time and remains so vacant for a period of more than six (6) months with no leases pending pursuant to an executed letter of intent, which if consummated, would result in a vacancy rate of less than fifty percent (50%), then Tenant shall have the right upon sixty (60) days written notice, to landlord, to terminate this Lease.

ARTICLE XX
Deposit

Section 20. Deposit. It is agreed that Tenant concurrently with the execution of this Lease has deposited with Landlord, and will keep on deposit at all times during the Lease Term and any extensions thereof, the sum of **Six Thousand Three Hundred Eighty Eight dollars (\$6,388)**, the receipt of which is hereby acknowledged, as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions, and covenants of this Lease. If at any time during the Lease Term, Tenant shall be in default in the performance of any provision of this Lease, Landlord shall have the right to use said deposit, or so much thereof as necessary, in payment of any rent in default as aforesaid, in reimbursement of any expense as incurred by Landlord, and in payment of any damages incurred by Landlord by reason of Tenant's default. In such event, Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said deposit to its original amount. In the event said deposit has not been, utilized as aforesaid, upon full performance of this Lease by Tenant, said deposit, or as much thereof as has not been utilized for such purpose, shall be refunded to Tenant, without interest, within sixty (60) days after the later of (i) termination of the Lease or (ii) surrender and acceptance of the Premises; provided, however, landlord may retain the same as security for payment of all additional Rent attributable to the period prior to such termination until said amount, are calculated and paid in accordance with the provisions hereof. Landlord shall have the right to commingle said deposit with other funds of Landlord. Landlord may deliver the funds deposited herein by Tenant to the purchaser of Landlord's interest in the premises in the event such interest shall be sold, and thereupon Landlord shall be discharged from further liability with respect to such deposit. If claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims.
IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

HIGHLANDS RANCH MARKETPLACE, LLC

By Robert E. Simmons

By Manager

"Landlord"

LREIFF, Inc., a Colorado corporation

By Lawrence M Reiff

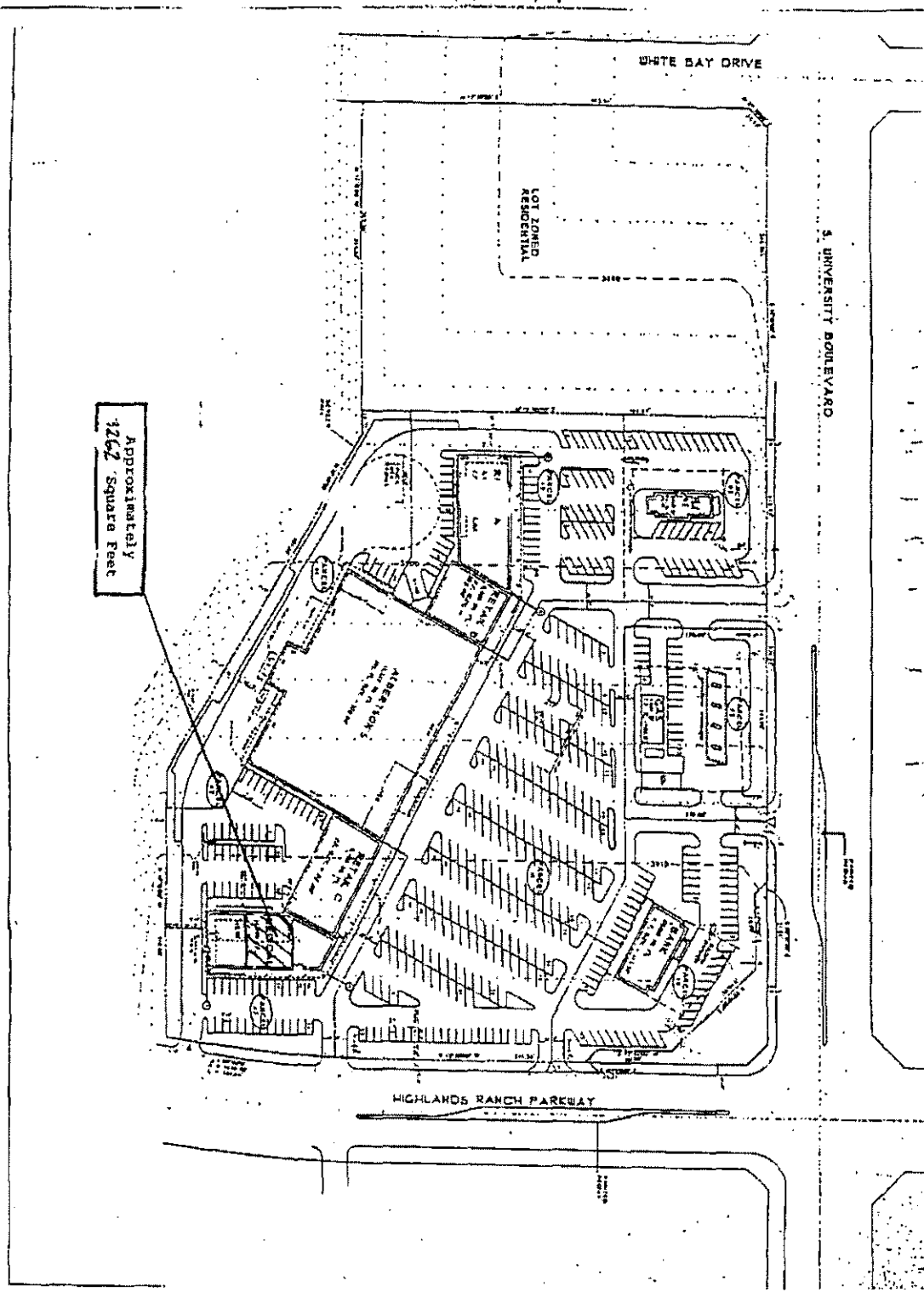
Title PRESIDENT

"Tenant"

LIST OF EXHIBITS

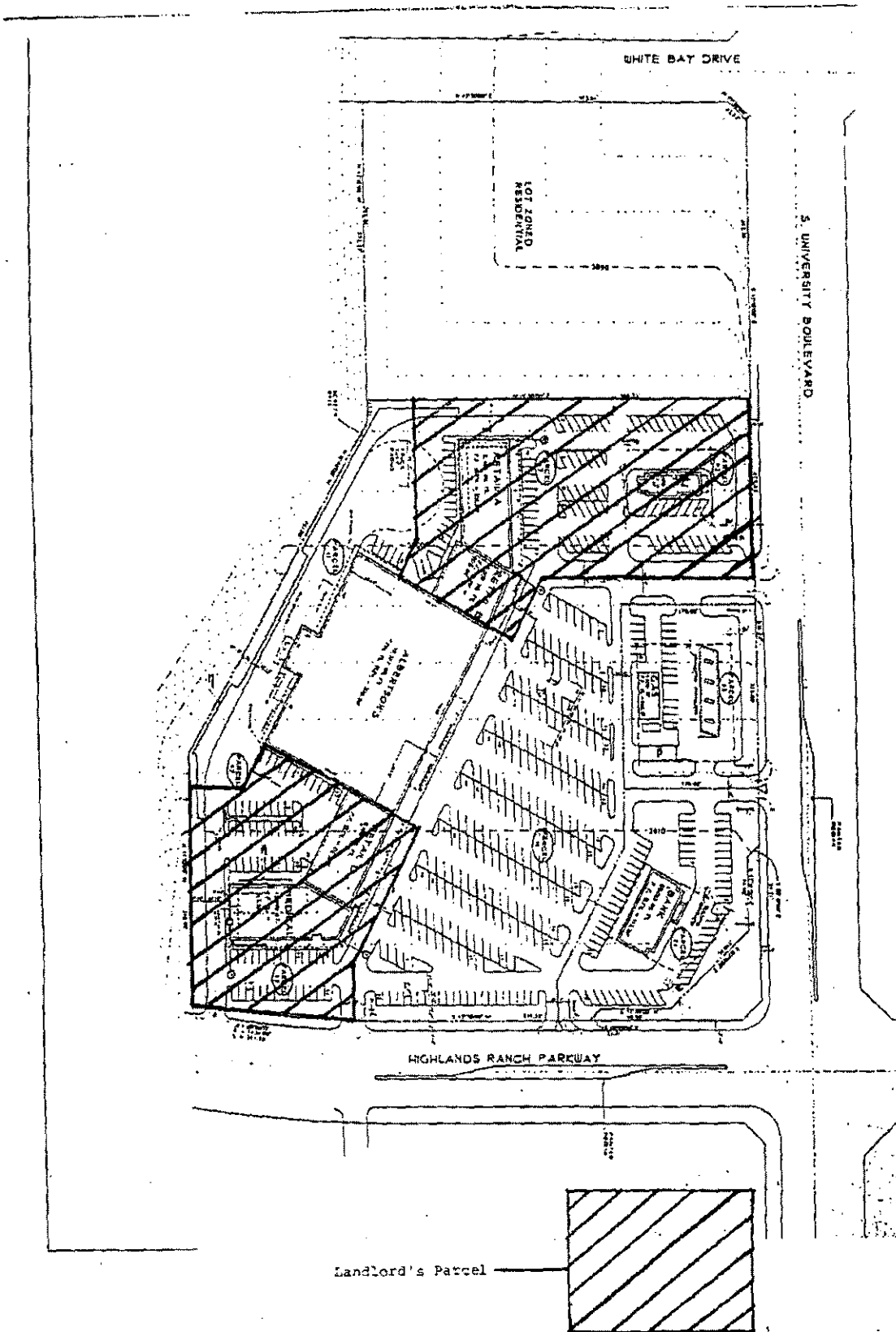
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|-------------------|--------------------------------------|
| Exhibit A | Demised Premises |
| Exhibit A-1 | Landlord's Parcel/Other Parcel |
| Exhibit B | Legal Description of Shopping Center |
| Exhibit C | Work Letter |
| Exhibit D | Sign Criteria |
| Exhibit E | Estoppel Certificate |
| Guaranty of Lease | |
| Option to Extend | |

SITE PLAN
EXHIBIT "A"



Approximately
1262 Square Feet

EXHIBIT A-1
LANDLORD'S PARCEL



LEGAL DESCRIPTION

Lots 1 - 5, Highlands Ranch filing No. 123-A,
County of Douglas, State of Colorado

EXHIBIT C
WORK LETTER

Tenant accepts space in its "AS IS" condition. However, Landlord warrants that all electrical, plumbing and HVAC systems are in good working order for a period of six (6) months after lease commencement.

Landlord and Tenant will work together to use one mutually acceptable contractor to complete both Landlord's portion and Tenant's portion of the work. Landlord shall be responsible to pay for a wall and security door at the top of the stairs in the rear to its space. Furthermore, Landlord shall pay for separating existing utilities (including HVAC, gas, electric) and shall cause the premises to be separately metered (or sub-metered) for gas and electric. Landlord shall otherwise provide the space in "as is" condition. All work other than described herein (including but not limited to Tenant's build twelve massage therapy rooms, three offices, breakroom, and reception area) shall be done at Tenant's expense. Landlord agrees to reimburse Tenant for a maximum of \$2.00 per square foot toward Tenant's improvement of the space. Said improvement allowance shall be paid to Tenant upon Tenant opening for business, providing that all work has been completed, Tenant provides copies of paid receipts, and provided Tenant has submitted to Landlord all lien waivers from contractors performing work. Notwithstanding Landlord and Tenant's agreement to utilize one contractor, said contractor shall be considered Tenant's agent, and no delays in the completion of the work caused by said contractor, whether on Landlord's portion or Tenant's portion, shall operate to delay the occurrence of the date in which Minimum Rent becomes due pursuant to Section 2.1.

EXHIBIT "D"
RETAIL SHOPS SIGN CRITERIA
HIGHLANDS RANCH MARKETPLACE

. Each Tenant shall submit or cause to be submitted within three (3) weeks of the date of execution of this Lease to Landlord for approval before fabrication, at least three (3) copies of detailed drawings indicating the location, layout, size, and design of the proposed sign, including all lettering and/or graphics and dimensions to, neighboring signs and major building; elements.

All necessary permits for signs and their installation shall also be obtained by Tenant or Tenant's representative. The Tenant agrees to comply with all appropriate governmental requirements, including the requirements regulating the signage as described herein in Douglas County.

Tenant shall be responsible for all manufacturing, installation, and repair costs of said signs, as well as for the fulfillment of all requirements and specifications.

All Tenants are obligated to have signs and all signs shall, in addition to complying with all governmental requirements, be reviewed for conformance with this criteria and overall do sign quality. Approval and disapproval of sign submittals based on aesthetics or design shall remain the sole right of Landlord.

Exterior -Fascia Identification Sign:

All Tenants will be allowed one principal identification sign mounted in the area designated by Landlord on the building fascia. Tenants with 100 or more lineal feet of shop frontage and sign fascia shall be allowed two such sign areas. The size of said sign will be computed according to the following formulas:

1.5 feet x 2/3 of Tenant's storefront

Regardless of this formula, the following maximum and minimum shall apply:

- A. No Tenant sign shall exceed 40 square feet.
- B. Every Tenant shall be allowed a minimum sign of 24 square feet.

All signs will be composed of individual, internally illuminated, pan channel letters. The individual letters or symbols shall be subject to the following criteria:

- A. Shall not exceed 24" in height.
- B. Each letter stroke shall be a minimum of 1-1/2".
- C. The depth of die letter shall not be less than 4" nor more than 6".
- D. Shall be mounted directly to the sign fascia without an intervening raceway. All signs shall be mounted with tic horizontal center line of the display centered within the signband portion of the building fascia. Best efforts should be made to position the vertical center line of the display at the center of the Tenant's fascia frontage
- E. All letters shall be internally illuminated and constructed so that no light is directly visible front any location in the shopping center.
- F. Translucent letter faces may be of any color. Pan channel returns and trim caps to be painted industrial enamel matte. Finish, color to match "Benjamin Moore PH83".

All Tenants must conform to the above criteria. Any substitutions or changes must be reviewed and approved by Landlord.

The final location of all signage shall be subject to mutual approval of Landlord and Tenant

Exterior Tenant Soffit Identification Sign

All Tenants shall be required to have installed an exterior walkway soffit sign mounted in the area designated by Landlord. The; sign shall be constructed and installed in accordance with the accompanying drawing, Highlands Ranch Marketplace Exterior Tenant Soffit Identification Sign.

See attached sketch for schematic detail.

Conformance Criteria All Signs:

Lettering of all store signs shall be limited to the business or trade name of the premises as it appears on the Lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Letter style will not be restricted. Letter style should, however, be compatible with the design character of the Shopping' Center. Tenant shall be responsible for the full cost of all repairs necessary to the building fascias and soffits as a result of the removal or modification of die sign. This includes removal of airsigns and repairs to the fascia due to termination of tenancy, or any other occurrence related to said signage that causes damage or discoloration to the building fascia.

Landlord will provide installation of sign power from the Tenant's panel to the sign location. Each Tenant's sign lighting shall be switched on and off via a relay connection to the common "house" photo cell/timer also provided by the Landlord. Tenant shall be responsible for connection to these power and relay circuit) at the sign location.

Each Tenant shall be permitted to place upon each entrance of its demised premises not more than 144 square inches of decal application lettering not to exceed 3 ½ inches in height, indicating hours of business, emergency telephone number etc.except as provided herein, no advertising placards, banners, pennants, names, insignias, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of building.

Landlord reserves the right to at any time and in any manner permit, or require, variations from the aforementioned criteria. This shall include all cases of signage design, color, illumination, quantity and

construction that, at the sole discretion and opinion of Landlord, would more appropriately serve the Shopping Center and its respective tenantry.

Conformance with this criteria will be strictly enforced and any installed, nonconforming or unapproved signs must be brought into conformance at the expense of Tenant.

LANDLORD: Robert E. Simons

TENANT: Lawrence M. Reiff

EXHIBIT "E" "SAMPLE"
TENANT'S ESTOPPEL CERTIFICATE
HIGHLANDS RANCH MARKETPLACE

TO: _____

RE: _____

Lease of _____

Date of Lease _____

The undersigned is the Tenant under the Lease. Tenant certifies to Highlands Ranch Marketplace, LLC its successors, transferees, and assigns and acknowledges and agrees that:

1. The following information concerning the Lease is true and correct:

Landlord: Highlands Ranch Marketplace, LLC ("Landlord")

Tenant: _____ ("Tenant")

Premises: _____

Amendments, Modifications, Assignments or Assumptions: _____

Commencement Date: _____

Expiration Date of Term: _____

Monthly rent under the Lease: _____

Fixed Minimum Rent: \$ _____

Common Area Maintenance: _____

Real Estate Taxes: _____

Insurance: _____

Renewal

Option: _____

Amount of Security Deposit: _____

2. The Lease represents the entire agreement between Landlord and Tenant and has not been modified or amended except as indicated above and is in full force.

3. All rent and additional rent payable under the Lease as of the date of this certificate has been paid in full and no rent or additional rent to become payable under the Lease has been paid more than 30 days in advance.

4. All work required of the Landlord under the Lease has been completed in accordance with the terms of the Lease and to the full satisfaction of Tenant. Tenant has accepted and occupies the Leased Premises in its presently existing condition. Tenant is the actual occupant in possession, and has not entered into a sublease, assigned, or otherwise transferred Tenant's interest in all or any portion of the Leased Premises.

5. Tenant has not been granted any free rent or any concession in or abatement of rent.

6. Tenant has no option or other right to purchase all or any part of the Leased Premises. Tenant has no right or interest with respect to the Leased Premises other than as tenant under the Lease.

7. Tenant is not in default in the performance of the Lease, nor has Tenant committed any breach thereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant.

8. Landlord is not in default in the performance of the Lease, nor has it committed any breach thereof.

9. Tenant has not filed a petition in bankruptcy, or an assignment for the benefit of creditors, or any petition seeking reorganization or arrangement under the laws of the United States or any state.

10. Tenant makes this certificate with the understanding that _____ is acquiring the Leased Premises in material reliance on this certificate.

TENANT:

Dated: _____

STATE OF COLORADO)
)SS
)

COUNTY OF _____

On the _____ day of _____, 20__ before me, the undersigned a Notary Public in and for said State, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires:

GUARANTY OF LEASE

WHEREAS, a certain Lease (herein, the "Lease") dated as of JULY 30, 2004, has been executed by and among Highlands Ranch Marketplace, LLC (herein and therein called "Landlord"), Lawrence M. Reiff, individually and severally (herein and therein called Guarantor").

WHEREAS, the Landlord has required as a condition to its execution of the Lease that the Guarantor guarantee the full performance of the obligations of Tenant under the Lease arising from and after the Effective Date; and

WHEREAS, the Guarantor is desirous that the Landlord enter into the Lease with Tenant;

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord, the Guarantor hereby unconditionally guarantees the full performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by Tenant including, without limitation, the payment of Base Rent, Additional Rent, and all other payments and charges to accrue there under, arising from and after the Effective Date. The Guarantor further agrees as follows:

1. This covenant and agreement on Guarantor's part shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of the Lease entered into by and between the parties thereto, or the successors or assigns, or notwithstanding any assignment of the Lease, with or without the consent of the Landlord, and no extension, modification, alteration or assignment of the Lease shall in any manner release or discharge the Guarantor, and the Guarantor hereby consents to any such extension, modification, alteration, or assignment.
2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Tenant or any successor or assignee thereof or by any disaffirmance of abandonment by a trustee of Tenant.
3. Landlord may, without notice, assign this Guarantee in whole or in part; and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor.
4. The liability of the Guarantor under this Guarantee shall be primary; and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the Guarantor without having commenced any action, or having obtained any judgment against the Tenant.
5. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee against the Guarantor, individually and jointly.
6. Guarantor does hereby request notice of any demand by Landlord, as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease. The use of the singular herein shall include the plural. The obligation of two or more guarantors shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.
7. This Guarantee shall remain in full force and effect during the entire Term of Lease, as that Term may be extended from time to time by Tenant.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee as of the 30th day of JULY, 2004.

GUARANTOR: Lawrence M. Reiff
Lawrence M. Reiff

State of Colorado
County of Douglas

Subscribed and sworn before me this 30th day of July, 2004.

Lawrence M. Reiff
as owner and guarantor of L Reiff Inc.

Witness my hand and official seal.

My commission expires: 1/7/2006
Susan J. Pommerening
Notary Republic

OPTION TO EXTEND

As additional consideration for the covenants of Tenant under this Lease, the Landlord hereby grants to Tenant an option (the "Option") to extend the term of this Lease for One (1) additional (consecutive) term of five years (the "Option Term") upon the same terms and conditions contained in the Lease (but with no right to further extend the Lease Term other than as provided herein), except for the Minimum Rent, provided as a condition of such extension, Tenant: (i) has not been sent more than three (3) letters notifying Tenant of non-compliance with the terms and conditions of the Lease during Tenant's tenancy; (ii) is not in default in the payment of rent or performance of its other obligations under this Lease at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term; and (iii) has not subleased more than 25 % of the premises, at the time of exercise of the (respective) Option or at the time of the commencement of the (respective) Option Term. At time of exercise of such option, Lessee shall provide evidence of a satisfactory continuing guarantee of this lease, unless otherwise agreed to by Landlord.

A. The monthly Minimum Rent for each Lease Year of the (respective) Option Term shall be as follows:

<u>Option Term</u>	<u>Minimum Rent Per Month</u>
11/1/09-10/31/10	\$7,135.63 (\$26.25 psf)
11/1/10-10/31/14	\$7,339.50 (\$27.00 psf)

B. If the Tenant elects to exercise the Option hereunder, it shall do so by giving the Landlord written notice of such election not earlier than twelve (12) months and not later than nine (9) months prior to the expiration of the initial Lease Term or the then current Option Term as the case maybe. If Tenant gives such notice, and provided the other conditions to the extension have been satisfied, the term of the Lease shall be automatically extended for the Option Term at the rental computed and payable as set forth herein without requiring further action by the parties. However, at the request of either party, the parties shall execute an amendment to the Lease to confirm the terms of the extension. Unless Landlord is timely notified by Tenant in accordance with this Paragraph, the Option shall terminate and the Lease shall expire in accordance with its terms at the end of the initial Lease Term or the then current Option Term, as the case may be.

C. Tenant shall commence paying the revised amount of Minimum Rent on the first day of the month the (respective) Option Term commences without notice from Landlord.

D. After exercise of the Option described above, there shall be no further rights on the part of Tenant to extend the term of the Lease.

E. The Option shall apply to all space under the Lease Agreement at the time the (respective) Option Term is due to commence and Tenant may not elect to extend the term of the Lease as to only a portion of such space.

By: Robert E. Simmons
Landlord

By: Lawrence M. Rauff
Tenant

THIRD AMENDMENT

TO

LEASE AGREEMENT

This Third Amendment to the Lease Agreement (the "Third Amendment") is made as of the 26th day of February, 2014, by and between HRM SPE LLC, a Delaware limited liability company, as successors in interest of ACP HRM INVESTORS, LLC, A Colorado limited liability company ("Landlord") and LREIFF, INC., a Colorado corporation, dba Massage Envy. ("Tenant").

RECITALS:

- A. Landlord and Tenant, as successors-in-interest, are parties to that certain Lease dated July 30, 2004, as amended by a.) that certain First Amendment to Lease Agreement dated November 19, 2004, as amended by; b.) that certain Second Amendment to Lease Agreement dated March 17, 2009 (collectively, the "Lease") with respect to the premises defined at 9471 South University Blvd., Highland Ranch, CO 80126 (the "Premises").
- B. The term of the Lease expires on October 31, 2014 ("Term").
- C. Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and expand the Tenant's space, all as provided in this Third Amendment.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Tenant and Landlord agree that the Lease is hereby amended as follows;

AGREEMENTS:

- 1. **Definitions.** All defined terms appear in this Third Amendment with the first letter of each word capitalized. All terms not defined in the Third Amendment shall have the same meanings ascribed to those terms in the Lease.
- 2. **Amendments.**
 - a. Tenant wishes to expand its square footage from 3,201 square feet by 428 square feet for a total of 3,629 square feet. Tenant's Pro Rata Share shall be increased from 8.98% to 10.18%.
 - b. Tenant hereby wishes to extend its current lease for an additional ten (10) years, commencing on November 1, 2014 and terminating on October 31, 2024 (the "Third Extended Term").
 - c. Commencing May 1, 2014, Minimum Rent shall be calculated according to the following schedule:

Landlord's Initials



1

Tenant's Initials



Specific Lease Term Dates	Minimum Monthly Rent	Total Rent	Per Sq. Ft.
5/1/14-10/31/14	\$ 8,129.58	\$ 56,907.06	\$ 26.88
11/1/14-10/31/15	\$ 7,862.83	\$ 94,354.00	\$ 26.00
11/1/15-10/31/16	\$ 8,014.04	\$ 96,168.50	\$ 26.50
11/1/16-10/31/17	\$ 8,165.25	\$ 97,983.00	\$ 27.00
11/1/17-10/31/18	\$ 8,316.46	\$ 99,797.50	\$ 27.50
11/1/18-10/31/19	\$ 8,467.67	\$ 101,612.00	\$ 28.00
11/1/19-10/31/20	\$ 8,618.88	\$ 103,426.50	\$ 28.50
11/1/20-10/31/21	\$ 8,770.08	\$ 105,241.00	\$ 29.00
11/1/21-10/31/22	\$ 8,921.29	\$ 107,055.50	\$ 29.50
11/1/22-10/31/23	\$ 9,072.50	\$ 108,870.00	\$ 30.00
11/1/23-10/31/24	\$ 9,223.71	\$ 110,684.50	\$ 30.50

Tenant acknowledges that all other amounts due and payable by Tenant to Landlord pursuant to the Lease shall remain unchanged as provide therein.

3. **Tenant Improvements.** Landlord shall perform the following work prior to May 1, 2014:
 - i. Construct, Carpet, Paint, and install Millwork in Expanded space of 428 sq. ft. and Reconfigure, Paint, and Floor Lobby/Waiting area/Tranquility room/Front Offices per "Exhibit A" with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - ii. Paint and Carpet Hallways with standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013.
 - iii. Changes to Existing areas of the space (i.e. existing Therapy Rooms, Break room, storage rooms, and bathrooms), Reception desk, and finishes above standard finishes from Massage Envy Design Specifications Manual dated December 16, 2013 are at Tenant's sole cost.
 - iv. Landlord to approve design, which approval shall not be unreasonably withheld.

4. **Guaranty.** Tenant's obligations under the Lease accruing on and after the Effective Date hereon shall continue to be personally guaranteed by Lawrence M. Reiff, under the same terms as defined by the Guaranty of Lease dated July 30, 2004. This Guaranty shall remain effective for the Ten-year extension and extend to the total Lease obligations of the 3,629 sq. ft.

5. **Option.** See "Exhibit B" attached hereto

6. **Counterparts.** This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages from different counterparts may be detached and assembled to form one or more original document(s).

Landlord's Initials

2

Tenant's Initials

7. **Lease Ratification; Estoppel.** Tenant acknowledges the following; (a) that the Lease is in full force and effect; (b) that there are no existing defenses which Tenant has against the enforcement of the Lease by Landlord and no off-sets or credits against rentals, nor have any rentals been pre-paid except as expressly provided by the Lease; and (c) that the minimum rental obligation of the Lease is presently in effect.

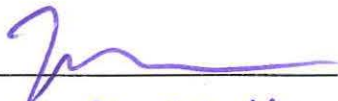
8. **Effects of Amendment.** This Lease, as amended and supplemented by this Third Amendment, is hereby ratified and shall remain in full force and effect. If this is any conflict between the terms of the Lease and the terms of this Third Amendment, then the terms of this Third Amendment shall prevail.

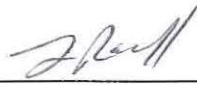
9. **Successors and Assigns.** This Third Amendment to Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Subject to the amendments herein, the Lease shall remain unchanged.


IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease as of the date first above written.

LANDLORD:
 HRM SPE LLC
 a Delaware limited liability company

TENANT:
 LREIFF, INC.,
 a Colorado corporation,
 dba Massage Envy

By: 
 Name: John C. Wells
 Its: Manager

By: 
 Name: LARRY REIFF
 Its: OWNER

GUARANTOR(S);
 By: 
 Name: LARRY REIFF

Landlord's Initials



Tenant's Initials


Exhibit B

Option to Extend Term

26 Exhibit B to Third Amendment to the Lease Agreement (the "Third Amendment") dated February 26, 2014, between HRM SPE, LLC, a Delaware limited liability company ("Landlord"), and LREIFF, INC., a Colorado corporation, dba Massage Envy ("Tenant").

1. Option to Extend Term. Provided that (i) Tenant is open and operating for business, and (ii) there does not exist an Event of Default and no event shall have occurred or state of facts exists that if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an Event of Default, then Tenant shall have, and is hereby granted, the option (the "Option") to extend the Term for one (1) additional period of five (5) years each (each, an "Extended Term", and together, the "Extended Terms"). Except for Minimum Rent (which shall be calculated as described below), Tenant's occupancy of the Premises during each Extended Term shall be governed by all of the terms, conditions, covenants, and provisions of the Lease except that Tenant shall have no further option to extend the Term after the expiration of the last of the Extended Terms. All charges and expenses payable by Tenant as set forth in the Lease, including but not limited to, Operating Costs, utilities, insurance, taxes and promotion and advertising expenses, shall be unchanged and shall be due and payable by Tenant during an Extended Term. If Tenant desires to exercise its Option to so extend the Term or an Extended Term, as the case may be, then it shall deliver a notice of exercise (the "Option Notice") to Landlord at least nine (9) months but not more than twelve (12) months prior to the current Termination Date, time being of the essence. If Tenant properly delivers an Option Notice, then the Termination Date of the Lease shall automatically be adjusted to refer to the date upon which the exercised Extended Term terminates. Unless otherwise specifically provided elsewhere in the Lease or in this Rider, there shall be no tenant improvement or other allowance payable to Tenant upon the commencement of or at any time during any Extended Term, even if such an allowance was paid to Tenant upon the commencement of or at any time during the original Term of the Lease.

2. Minimum Rent Adjustments. Minimum Rent for each Extended Term shall be calculated as follows:

The parties shall have thirty (30) days after Landlord receives the Option Notice to agree upon Minimum Rent for the Extended Term. If the parties agree on Minimum Rent for comparable space in the Highlands Ranch boundaries for the Extended Term during that period, then they shall immediately execute an amendment to this Lease stating Minimum Rent for the Extended Term. If the parties are unable to agree upon Minimum Rent for any Extended Term, then the parties shall each designate an appraiser holding the M.A.I. designation within ten (10) days after the expiration of the thirty (30) day period. If either the Landlord or the Tenant does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the "fair" Minimum Rent for the Extended Term. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third

Landlord's Initials

5

Tenant's Initials





appraiser meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) appraisers are given to set the "fair" Minimum Rent for the Extended Term. If they are unable to agree on the third appraiser, either the Landlord or Tenant may petition the Judicial Arbiter Group for the selection of a third appraiser who meets the qualifications stated in this paragraph. Within ten (10) days thereafter, the three M.A.I. appraisers shall determine, by a majority consensus, the "fair" Minimum Rent for the Extended Term. As used in the preceding sentences, the term "'fair' Minimum Rent for the Extended Term" shall be the rental rate (including all escalations) at which tenants lease comparable space as of the commencement of the Extended Term. The term "comparable space" means retail space that is: (i) not subleased; (ii) not subject to another tenant's expansion rights; (iii) comparable in size, location, and quality to the Premises; (iv) leased for a term comparable to the first Extended Term; and (v) located in comparable buildings within the Shopping Center.

3. Right to Abatement of Rent Terminates Upon Exercise. If Tenant exercises an Option at any time when Tenant is paying a reduced Minimum Rent in accordance with any provision of the Lease, then Tenant shall be deemed to have waived its right to pay reduced Minimum Rent during the Extended Term. If Minimum Rent during any Extended Term is calculated based upon the Minimum Rent in effect immediately prior to the Extended Term, then the Minimum Rent during the Extended Term shall be calculated based upon the full Minimum Rent in effect at that time, and not based upon any reduced Minimum Rent that may have been permitted pursuant to this Lease.

4. Option Personal to Tenant. The Option is personal to Tenant and any Transferee pursuant to a Transfer approved by Landlord, and may not be exercised or assigned, voluntarily or involuntarily, by or to any other Person.

5. Restrictions on Exercise. Tenant shall not have the right to exercise the Option, notwithstanding anything set forth above to the contrary:


a. During the time commencing from the date the Landlord gives to Tenant a written notice that Tenant is in breach under any provisions of this Lease, and continuing until the breach alleged in the notice is cured;


b. During the period of time commencing on the day after a monetary obligation to Landlord is due from Tenant and unpaid (without any necessity for notice thereof to Tenant) continuing until the obligation is paid;

c. In the event that Landlord has given to Tenant two (2) or more notices of breach and a late charge has become payable under the Lease for each of such breaches, whether or not the breaches are subsequently cured during the applicable cure period and prior to the last day on which Tenant is entitled to exercise the Option.

6. No Extension of Time to Exercise. The period of time within which the Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Option because of the provisions of Section 5 of this Rider.

7. Termination of Extension Rights. All rights of Tenant under the provisions of this Rider shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Option, if, after such exercise, but prior to the commencement date of the Extended Term, (1) Tenant fails to pay

Landlord's Initials


Tenant's Initials


Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to commence to cure a default within five (5) days after the date Landlord gives notice to Tenant of such default; or, (3) Landlord gives Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured.

8. No Other Rights to Extend. Tenant shall have no other right to extend the Term of this Lease beyond the Extended Terms described in this Rider.

9. Definitions. Capitalized terms used in this Rider without definition shall have the definition assigned to such terms in the Lease, unless the context requires otherwise.

10. Full Force and Effect. Except as specifically modified by this Rider, the Lease remains in full force and effect.

Landlord's Initials



7

Tenant's Initials



"Exhibit A"

LEASED PREMISES

See construction drawings:

- A-01 thru A-04 dated March 6, 2014
- M-1 dated January 24, 2014
- E0.1, E1.1, E1.2 dated February 25, 14

Landlord's Initials

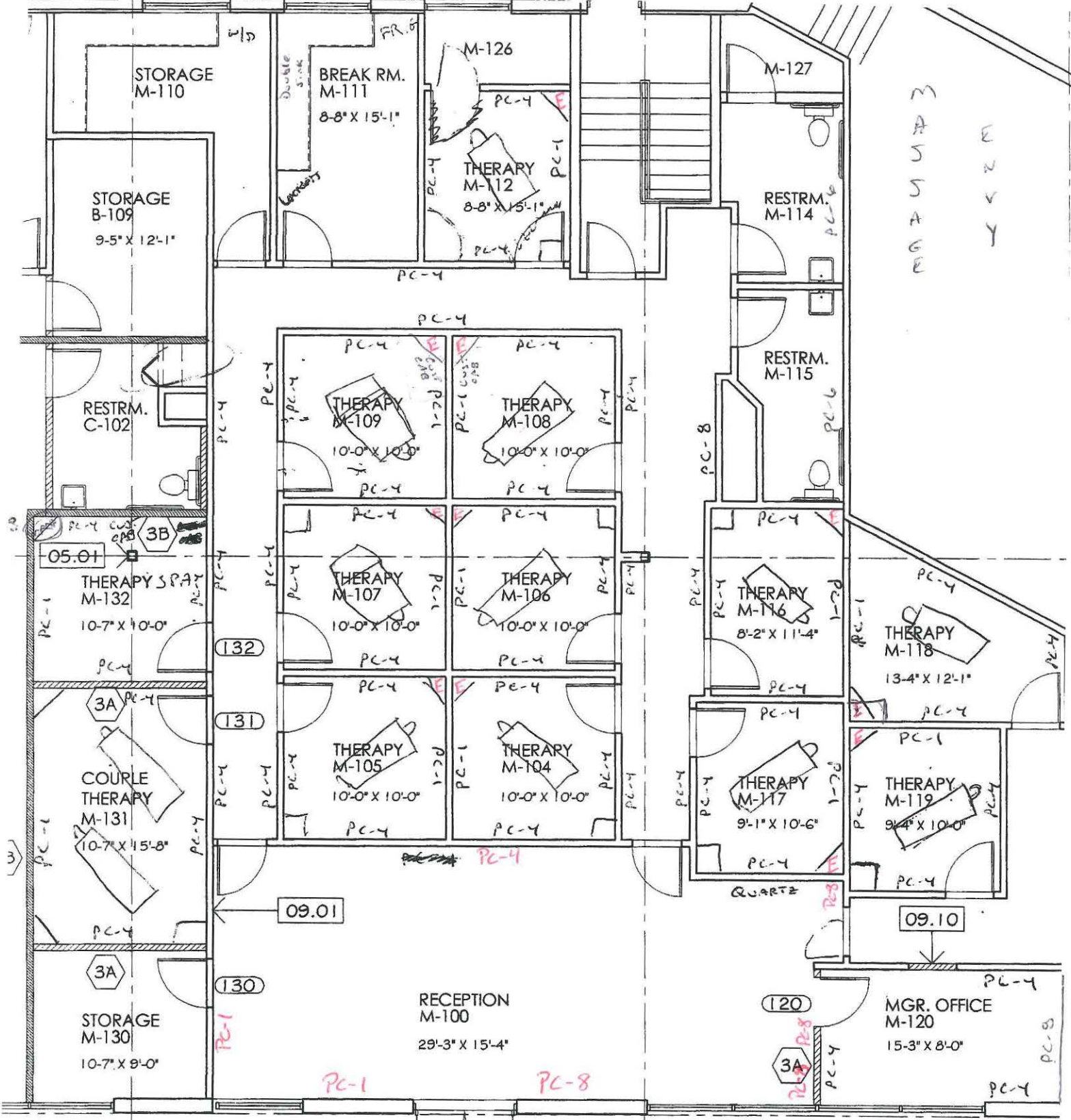


4

Tenant's Initials



MESSAGE



▽ = CORNER SHELF

└ = CORNER CABINET

Q = QUARTZ WALL

PC-1 = ACCENT PAINT COLOR IN ROOMS (BUCKLE UP)

PC-4 = HALLWAYS / ROOMS (MT RUSHMORE ROCK)

PC-6 = RESTROOMS (JAMESTOWN BLUE)

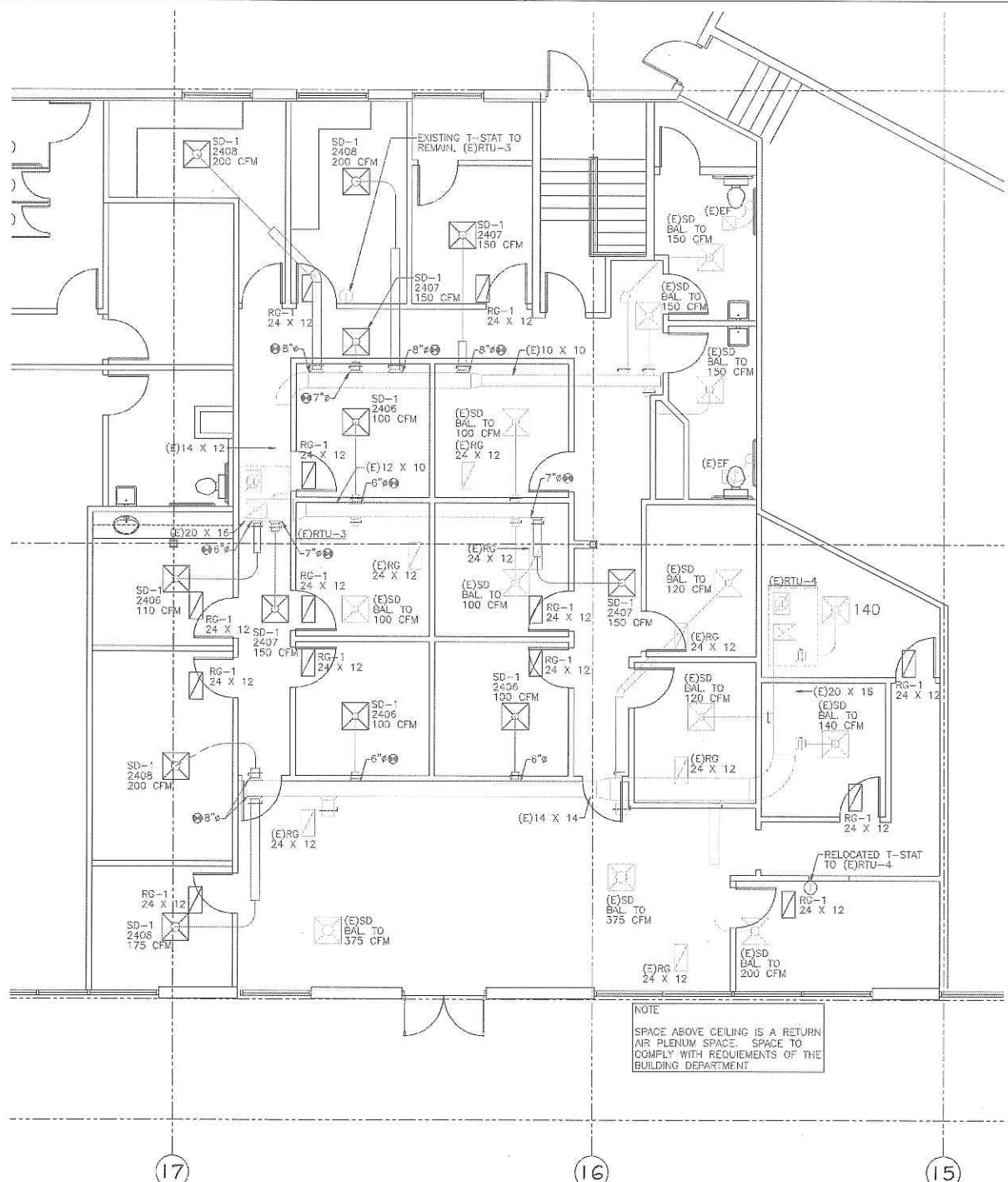
PC-8 = ACCENT HALL & LOBBY (GREEN)

Message Envy ^{3B} = CUSTOM CABINET FROM p 69 of SPECS
 M12026-014 RPET - TANDUS OPTION 3 [LANDHALL 39308]
 Page 166 of 178

CTR.
PARTITION
ON
MULLION

- Reception floor to be Det
 - M-109 & M-108 Cabinet Position
 to be determined

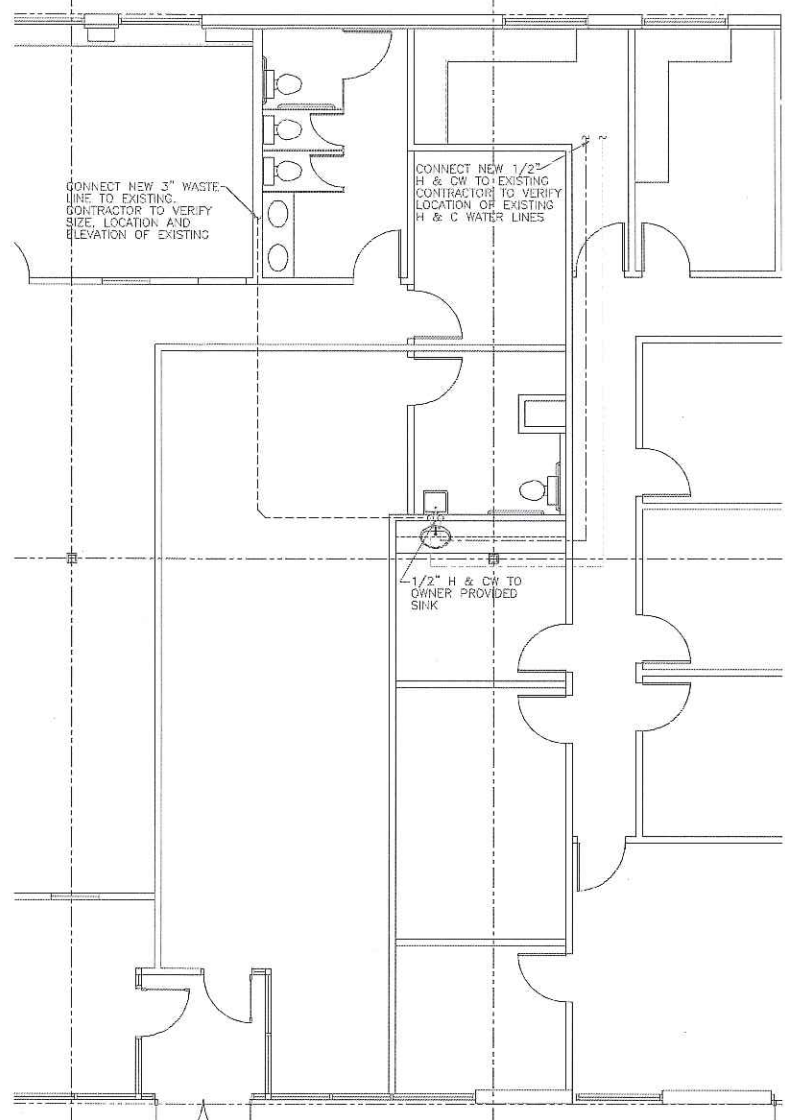
Determined by 3/3/14
 x [Signature]



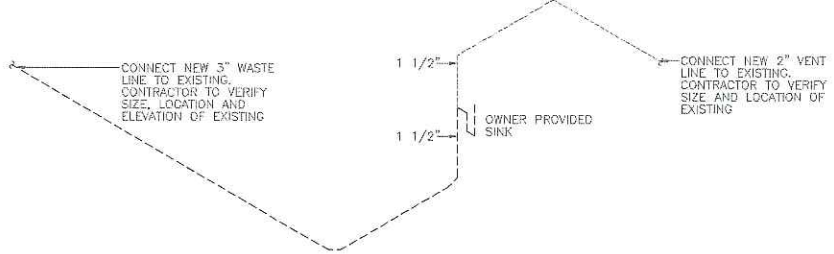
MESSAGE ENVY MECHANICAL FLOOR PLAN

MECHANICAL EQUIPMENT SCHEDULE

RTU-3	EXISTING ROOFTOP UNIT. 5 TONS NOMINAL COOLING CAPACITY. SERVICE UNIT TO AS NEW INCLUDING FILTERS, REFRIGERANT, AND LUBRICATE. CONTRACTOR TO VERIFY CONDITION OF UNIT AND REPORT AND DEFICIENCIES TO ENGINEER.
RTU-4	EXISTING ROOFTOP UNIT. 5 TONS NOMINAL COOLING CAPACITY. SERVICE UNIT TO AS NEW INCLUDING FILTERS, REFRIGERANT, AND LUBRICATE. CONTRACTOR TO VERIFY CONDITION OF UNIT AND REPORT AND DEFICIENCIES TO ENGINEER.



PARTIAL PLUMBING FLOOR PLAN



WASTE AND VENT PIPING ISOVIEW

GENERAL NOTES

- INSTALLATION IS TO BE COMPLETE AND OPERATIONAL AND IS TO BE IN ACCORD WITH BUILDING DEPARTMENT REQUIREMENTS. COORDINATE THE INSTALLATION IN EVERY RESPECT WITH WORK OF OTHER TRADES, EXISTING INSTALLATION, UTILITY COMPANY SERVICES AND STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.
- CUTTING AND PATCHING SHALL BE IN AN APPROVED MANNER, PATCH TO MATCH ADJACENT SURFACE. ROOF OPENINGS ARE TO BE COORDINATED WITH STRUCTURE. MAINTAIN REQUIRED CLEARANCE BETWEEN O.A. INTAKES AND EXHAUSTS, GAS VENTS AND PLUMBING VENTS.
- OBTAIN PAY FOR AND MAINTAIN PERMITS, LICENSES, CERTIFICATES OF INSPECTION, AND LIABILITY INSURANCE.
- FIELD CHECK EXISTING CONDITIONS AND INCLUDE ALL COSTS IN BID REQUIRED TO ACCOMMODATE EXISTING CONDITIONS AND TO PROVIDE A COMPLETE INSTALLATION.
- MECHANICAL MATERIALS AND EQUIPMENT SHALL BE NEW, UNLESS NOTED AS EXISTING, AND UL AND/OR AGA APPROVED WHERE APPLICABLE. THE CONTRACTOR SHALL SUBMIT MINIMUM THREE COPIES OF EQUIPMENT INFORMATION SHEETS FOR ENGINEER'S REVIEW. INFORMATION SHALL BEAR CONTRACTOR'S STATEMENT INDICATING COMPLIANCE WITH DOCUMENTS. CONTRACTOR AGREES SUBMITTALS PROCESSED BY THE ENGINEER ARE NOT CHANGE ORDERS; THAT THE PURPOSE OF SUBMITTALS IS TO DEMONSTRATE THE CONTRACTOR UNDERSTANDS THE DESIGN CONCEPT. THE CONTRACTOR SHALL PROVIDE A SCHEDULE FOR SUBMITTALS.
- MECHANICAL SYSTEMS INSTALLED UNDER THIS CONTRACT SHALL BE LEFT IN PROPER WORKING ORDER. REPLACE AT NO ADDITIONAL COST TO THE OWNER, WORK, MATERIALS OR EQUIPMENT WHICH EVIDENCES DEFECTS IN DESIGN, CONSTRUCTION, OR WORKMANSHIP WITHIN ONE YEAR OF DATE OF FINAL ACCEPTANCE. THIS IS TO INCLUDE DAMAGE AS A RESULT OF SUCH FAILURE.
- MAINTAIN AS-BUILT DRAWINGS, RECORD CONSTRUCTION VARIATIONS ON DRAWINGS. AT COMPLETION OF PROJECT SUBMIT DRAWINGS TO THE ARCHITECT.
- IDENTIFY MECHANICAL EQUIPMENT WITH ENGRAVED STOCK MELAMINE PLASTIC IDENTIFICATION PLATES, 1/16" THICK. INDICATE MANUFACTURER, MODEL NO., SERIAL NO., AND AREA SERVED.
- PROVIDE ACCESS TO MECHANICAL EQUIPMENT THAT REQUIRES SERVICE, MAINTENANCE OR ADJUSTMENT.
- NOT ALL DUCTWORK AND PIPING OFFSETS AND TRANSITIONS REQUIRED TO INSTALL THE WORK ARE SHOWN. FIELD MEASURE FOR EXACT REQUIREMENTS AND INSTALL ACCORDINGLY.
- STERILIZE DOMESTIC WATER DISTRIBUTION SYSTEM WITH CHLORINE OR HYPOCHLORITE AGENT. STERILIZE AND RINSE TO A LEVEL ACCEPTABLE WITH HEALTH DEPARTMENT.
- PIPE INSULATION: GLASS FIBER INSULATION; ANSI/ASTM C547; "K" VALUE 0.24 AT 75° F. KRAFT REINFORCED VAPOR BARRIER WITH SELF SEALING LAP.

PIPE SIZE:	RUNOUTS	THRU 1"	1 1/4"-2 1/4"	3"-6"	FINISH
DOM C.W.	---	1/2"	1/2"	1/2"	V.B.
DOM H.W.	---	1"	1"	1 1/2"	---
- DUCT INSULATION:

GENERAL:

DUCTS IN UNCONDITIONED ATTICS OR OUTSIDE BLDG:
SA MIN R-8, RA MIN R-4
DUCTS IN UNCONDITIONED BASEMENTS, CRAWL SPACES, GARAGES:
SA MIN R-5, RA MIN R-2

DUCTS IN CONDITIONED SPACE:

OUTSIDE OF DUCTS: GLASS FIBER INSULATION; ANSI/ASTM C612; "K" VALUE 0.29 AT 75° F. FOIL SCRIM FACING VAPOR BARRIER. LINER, INSIDE OF DUCT:
GLASS FIBER; ANSI/ASTM C553; "K" VALUE 0.24 AT 75° F, 1.5 LB/CU FT. MIN DENSITY; COATED AIR SIDE FOR 2500 FT/MIN VELOCITY, 1" THICK. (DUCT SIZES ARE CLEAR INSIDE)

S.A. RECTANGULAR: 1", 1.5 LB/CU FT. LINE
S.A. ROUND: 1 1/2" INSULATION WITH VAPOR BARRIER

R.A. RECTANGULAR: MIN 15' FROM UNIT: 1", 1.5 LB/CU FT. LINE
O.A.: SAME AS SUPPLY DUCTS.
- PIPING MATERIALS:

A. WASTE AND VENT ABOVE GRADE:
CAST IRON, NO-HUB FITTINGS: CISPI 301
COPPER, SOLDER JOINTS: ASTM B88 DWV
PVC SCH 40; ASTM F1488
STAINLESS STEEL TYPE 304; ASME A112.3.1

B. WASTE AND VENT BELOW GRADE:
CAST IRON, NO-HUB FITTINGS: CISPI 301
COPPER, SOLDER JOINTS: ASTM B88 TYPE L
PVC SCH 40; ASTM F1488
STAINLESS STEEL TYPE 304; ASME A112.3.1

C. DOMESTIC WATER ABOVE GRADE:
COPPER, LEAD FREE SOLDER: ASTM B88 TYPE M

D. DRAIN LINES:
COPPER: ASTM B88 DWV

E. PLUMBING FIXTURE SUPPLIES:
CHROME PLATED BRASS

F. GAS PIPING ABOVE GRADE:
2" AND SMALLER, BLACK STEEL SCH 40;
ASTM A53, TYPE F WITH SCREWED JOINTS. (CONCEALED TO BE WELDED).
- DUCTWORK: (MAX DUCT PRESSURE 2.0 INCHES WG) GALVANIZED SHEET METAL FABRICATED AND INSTALLED TO COMPLY WITH NFPA 90A/ SMACNA LOW VELOCITY DUCT STANDARDS. DUCT SIZES ARE CLEAR INSIDE DIMENSIONS. SEAL ALL DUCT JOINTS WITH LISTED MASTICS AND/OR TAPES. MASTICS AND TAPES TO BE LISTED AND LABELED PER UL 181A OR UL181B. NOTE: FOR SYSTEMS ABOVE 2" WG SEE IECC, SMACNA, IMC.
- FLEXIBLE DUCT WORK: TO BE AIR TIGHT INSULATED WITH VAPOR BARRIER AND REINFORCED LINER BONDED TO WIRE HELIX. CONFORM TO NFPA 90A AND UL 181 CLASS 1. MAX LENGTH 8 FT. CONNECT WITH STAINLESS STEEL DRAW BAND WITH WORM GEAR OPERATOR. DUCT CONNECTIONS CONICAL SPIN-IN CONNECTORS WITH MANUAL DAMPERS.
- PAINT DUCTWORK ABOVE CEILING RETURN GRILLES FLAT BLACK.
- BALANCE AIR SYSTEM IN ACCORDANCE WITH STANDARD OF NEBB. SUBMIT BALANCE INFORMATION ON STANDARD FORMS PREPARED BY NEBB OR EQUIVALENT. THE SYSTEMS SHALL BE BALANCED TO PLUS 10% - 5% OF THE INDICATED QUANTITIES. SUBMIT THREE COPIES OF REPORT FOR ENGINEER'S REVIEW. THE BALANCE CONTRACTOR SHALL BE AN INDEPENDENT LICENSED BALANCING CONTRACTOR.

CLIENT INFORMATION:
MATRIX GROUP INC.
2550 SOUTH PARKER ROAD
SUITE 150
AURORA, COLORADO 80014
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PROJECT INFORMATION:
MESSAGE ENVY
9473 SOUTH UNIVERSITY BLVD.
HIGHLANDS RANCH, COLORADO 80126

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REVISIONS

NO.	DATE	REVISION

PROJECT & SHEET TITLE

EQUIPMENT AND DRAWING NOTES

DATE	1-24-14
DRAWN BY	EAD
CHECKED BY	RDK
PROJECT NUMBER	
SHEET NUMBER	M-1
SHEET	1 OF 1

1. Hiring & Screening

- Background checks on every employee before hire
- We verify licensure through the state board — no exceptions
- We check references while reading an application, and easily recognize red flags

2. Staff Training

- Our staff must complete Annual Training every year on ethics and code of conduct.
- Staff know exactly who to call and that they will never face retaliation for reporting
- Background checks and certifications are redone on an annual basis, and required to remain employed.

3. Physical Environment & Transparency

- All services are documented — client name, therapist, time in/out, service type
- No cash-only transactions or off-menu services
- Doors and rooms are designed for appropriate privacy, not concealment
- No services offered that aren't on the published menu

4. Client Intake

- Every client completes intake paperwork
- Every client is greeted and checked in face to face
- Staff are trained to notice if someone appears coached, fearful, or accompanied by someone controlling the interaction

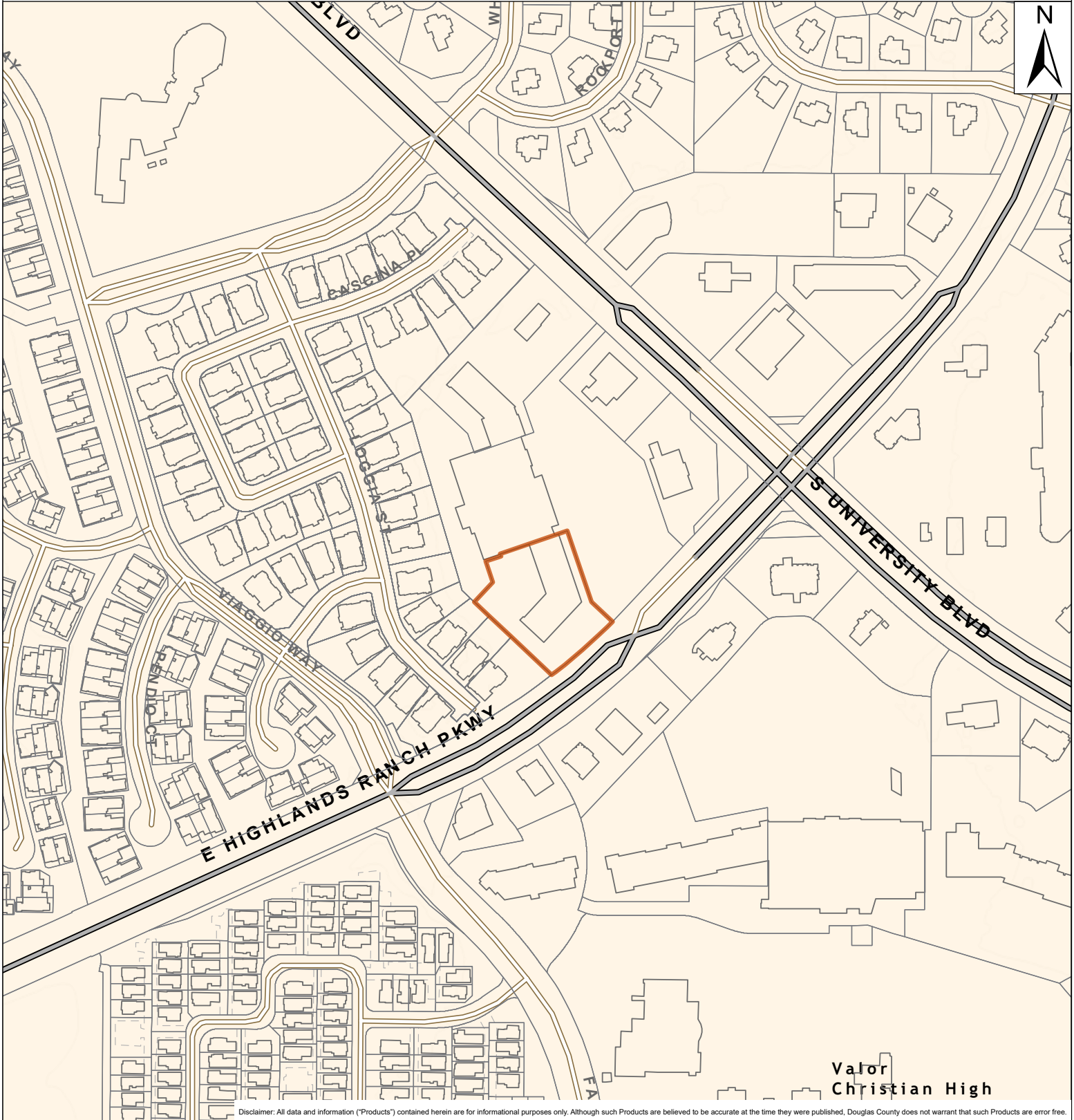
5. Reporting Culture

- We have a clear internal reporting chain
- Massage Envy contracts a third party company that investigates any issue that is reported. Their team is made of psychologists and professionals who would never turn a blind eye to a red flag.

6. Industry Credibility



- Licensed massage therapists are held to a professional code of ethics
- Our ownership group is active in the professional community and aware of what legitimate massage looks like versus exploitation.

MI2026-011 Project Site Map



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-  PARCELS
-  PD - PLANNED DEVELOPMENT

Massage Facility License Supplemental Questions

1. Have you owned or operated a similar establishment with a massage facility license in the past? If so, provide information on the business location(s) and license number(s).
2. Is this a new or existing business (how long in existence?)
3. How many full and part-time employees does the business include?
4. Does the business employ anyone under the age of 18?
5. What type of service(s) does the business provide? Include a list of services as a separate attachment (if needed).
6. What are the days and hours of operation?
7. Are all current employees trained on the County's massage regulations pertaining to prohibited activities, recognizing unlawful acts, and methods of reporting unlawful acts?
8. What are your procedures for training employees?

9. How are you going to conduct compliance checks and monitor that your employees are following the County's massage regulations?

10. What are your procedures if an employee violates the County's massage regulations such as receiving money or engaging in explicit behavior?

11. What are your procedures if a customer solicits an employee?

12. Are you confident that you can comply with the County's massage regulations?