



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda Licensing Authority

Wednesday, March 8, 2017

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of the Agenda

4. Approval of the Minutes

- a) ID# 17-50 Certification of the October 12, 2016 regular meeting minutes

Attachments: 10-12-2016 LLA Minutes

5. Public Comment with exception of Hearing items

6. Liquor License Application Hearings

I. New Application

- a) LA Resolution 02-2017 Resolution to approve a liquor license application for Rubio's Restaurants LLC, d/b/a Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado

Attachments: EX A - Application
EX B - LPD Memo
EX C - Boundaries and Signed Waiver
EX D - Proof of Posting of Premises
EX E - Proof of Publication
EX F - Petitions
EX G - Public Hearing Roster
LLA Resolution 02-2017

- b) LA Resolution 01-2017 Resolution to approve a liquor license application for Mama Sol Cocina, LLC d/b/a Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado

Attachments: EX A - Application
EX B - LPD Memo
EX C - Boundaries and Signed Waiver
EX D - Proof of Posting of Premises
EX E - Proof of Publication
EX F - Petitions
EX G - Public Hearing Roster
LLA Resolution 01-2017

II. Schedule Renewal Application for Hearing

III. Transfer Application

7. Consideration of Disciplinary Action on a Liquor License

I. Renewal Hearing

II. Probable Cause

III. Preliminary Hearing

IV. Show Cause

8. Medical Marijuana Application Hearings

9. Consideration of Disciplinary Action on an MMC License

I. Probable Cause

II. Preliminary Hearing

III. Show Cause

10. Reports

- a. Staff
- b. Authority Members

c. Authority Chair

Adjournment

The public is invited to attend all regular meetings or study sessions of the Littleton Licensing Authority



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: ID# 17-50, **Version:** 1

Agenda Date: 03/08/2017

Subject:
Certification of the October 12, 2016 regular meeting minutes

Presented By: Colleen L. Norton, Deputy City Clerk
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CLERK'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the October 12, 2016, regular meeting of the Littleton Licensing Authority and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording.

PROPOSED MOTION:

I move to approve, based on the clerk's certification, the October 12th video as the minutes for the October 12, 2016 regular meeting of the Littleton Licensing Authority.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes Licensing Authority

Wednesday, October 12, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 7 - Andrew Cole, Michael Buchanan, Timothy LeVier, Kenneth Shock, Peter Webb, Michael Day and Jerome Wiencek

2. Approval of Agenda

3. Certification of Minutes

- a) ID# 16-235 Certification of the September 14, 2016 regular meeting minutes

Authority Member Buchanan moved and Vice Chair LeVier seconded to approve, based on the clerk's certification, the September 14th video as the minutes for the September 14, 2016 regular meeting of the Littleton Licensing Authority. The vote is 5-0. The motion carries unanimously.

4. Scheduling Renewal Hearings

5. Liquor License Application Hearings

- a) LA Resolution to approve a liquor license application for The Alley, LLC, d/b/a
Resolution The Alley, 2420 West Main Street, Littleton, Colorado
11-201

Authority Chair Cole moved and Authority Member Shock seconded that the public hearing be closed and that a resolution of the Littleton Licensing Authority be approved which grants The Alley, 2420 West Main Street, Littleton, Colorado, a tavern liquor license contingent upon the following findings of fact: (1) that notice of the hearing was properly posted and published; (2) that the applicant has possession of the premises and the premises are suitable for the requested license; (3) that the needs of the neighborhood are not now being met; (4) that it is the desire of the adult inhabitants of the neighborhood that the license be issued; (5) that existing similar liquor licenses in the designated neighborhood are not adequate; and (6) that the applicant and registered manager are of good moral character, record and reputation. The vote is 5-0. The motion carries unanimously.

6. Setting Neighborhood Boundaries

7. Consideration of Other Applications and Requests for Liquor licenses L

a) Transfer Applications**b) Renewal Hearings****c) Miscellaneous****8. Findings of Probable Cause****9. Preliminary Hearing of Liquor code Violations and Stipulations****10. Show Cause Hearings for Liquor Code Violations****11. Medical Marijuana Application Hearings****12. Consideration of Other Applications and Requests for Medical Marijuana Centers****13. Findings of Probable Cause and Scheduling Show Cause Hearings for Medical Marijuana Center violations****14. Preliminary Hearing of Medical Marijuana Center Violations****15. Show Cause Hearings for Medical Marijuana Center Violations****16. Reports:**

- a. Staff
- b. Authority Members
- c. Chair

17. Adjournment

Chair Cole adjourned the meeting at 7:04 p.m.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: LA Resolution 02-2017, **Version:** 1

Agenda Date: 03/08/2017

Subject:

Resolution to approve a liquor license application for Rubio's Restaurants LLC, d/b/a Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado

Presented By: Colleen L. Norton, Deputy City Clerk
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ISSUE

Whether to issue a hotel & restaurant liquor license to Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado.

INTRODUCTION

Rubio's Restaurants LLC, d/b/a Rubio's Coastal Grill, has submitted an application to the City Clerk's office for a hotel & restaurant liquor license.

LEGAL REQUIREMENTS

The following requirements are necessary for issuance of the license:

1. Notice (C.R.S. § 12-47-311)

The posting and publication requirements of the Colorado Liquor Code have been met as follows:

Publication:	Notice of hearing was published in the local newspaper on February 23, 2017
Posting:	Notice of hearing was posted on the premises on February 25, 2017 (see attached affidavits)

2. Possession of the premises (C.R.S. § 12-47-301(3)(b))

The applicant has submitted a copy of a lease dated July 7, 2016.

3. Suitability of the premises (C.R.S. § 12-47-309(3))

The applicant has submitted a floor plan (see attached floor plan)

4. Whether existing similar liquor licenses in the designated neighborhood are inadequate to meet the needs and desires of the neighborhood (C.R.S. § 12-47-312(2)(a))

When considering this requirement, the Authority should refer to C.R.S. § 12-47-312(2)(a) which states:

C.R.S. 12-47-312 Results of investigation-decision of authorities. (2)(a) Before entering any decision approving or denying the application, the local licensing authority shall consider, except where this article specifically provides otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which application has been made, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed; except that the reasonable requirements of the neighborhood shall not be considered in the issuance of a club liquor license. The reasonable requirements of the neighborhood may, but are not required to, be considered in the conversion or transfer of a liquor-licensed drugstore license to a retail liquor store license.

5. Character, Record and Reputation (C.R.S. § 12-47-307)

When considering this requirement, the Authority should refer to C.R.S. § 12-47-307, which states:

C.R.S. 12-47-307 Persons prohibited as licensees. (1)(a) No license provided by this article or Article 46 or 48 of this title shall be issued to or held by:

- I. Any person until the annual fee therefore has been paid;
- II. Any person who is not of good moral character;
- III. Any corporation, any of whose officers, directors, or stockholders holding ten percent or more of the outstanding and issued capital stock thereof are not of good moral character;
- IV. Any partnership, association, or company, any of whose officers, or any of whose members holding ten percent or more interest therein, are not of good moral character;
- V. Any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory to the respective licensing authorities;
- VI. Any person unless such person's character, record, and reputation are satisfactory to the respective licensing Authority;
- VII. Any natural person under twenty-one years of age.

PROPOSED MOTION:

I move that the public hearing be closed and that a resolution of the Littleton Licensing Authority be approved which grants Rubio's Restaurants LLC, d/b/a Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado, a hotel & restaurant liquor license contingent upon approval by the Colorado Liquor Enforcement Division and based upon the following findings of fact: (1) that notice of the hearing was properly posted and published; (2) that the applicant has possession of the premises and the premises are suitable for the requested license; (3) that the needs of the neighborhood are not now being met; (4) that it is the desire of the adult inhabitants of the neighborhood that the license be issued; (5) that existing similar liquor licenses in the designated neighborhood are not adequate; and (6) that the applicant is of good moral character, record and reputation.

OR

I move that the public hearing be closed and that the application for a hotel & restaurant liquor license for Rubio's Restaurants LLC, d/b/a Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado, be denied based on the following findings of fact:

That the applicant is not a person of good moral character, record and reputation in accordance with C.R.S. § 12-47-307 and/or C.R.S. § 12-47-411(11).

AND/OR

That the needs of the neighborhood are now being met.


AND/OR

That it is the desire of the adult inhabitants of the neighborhood that the license not be issued.

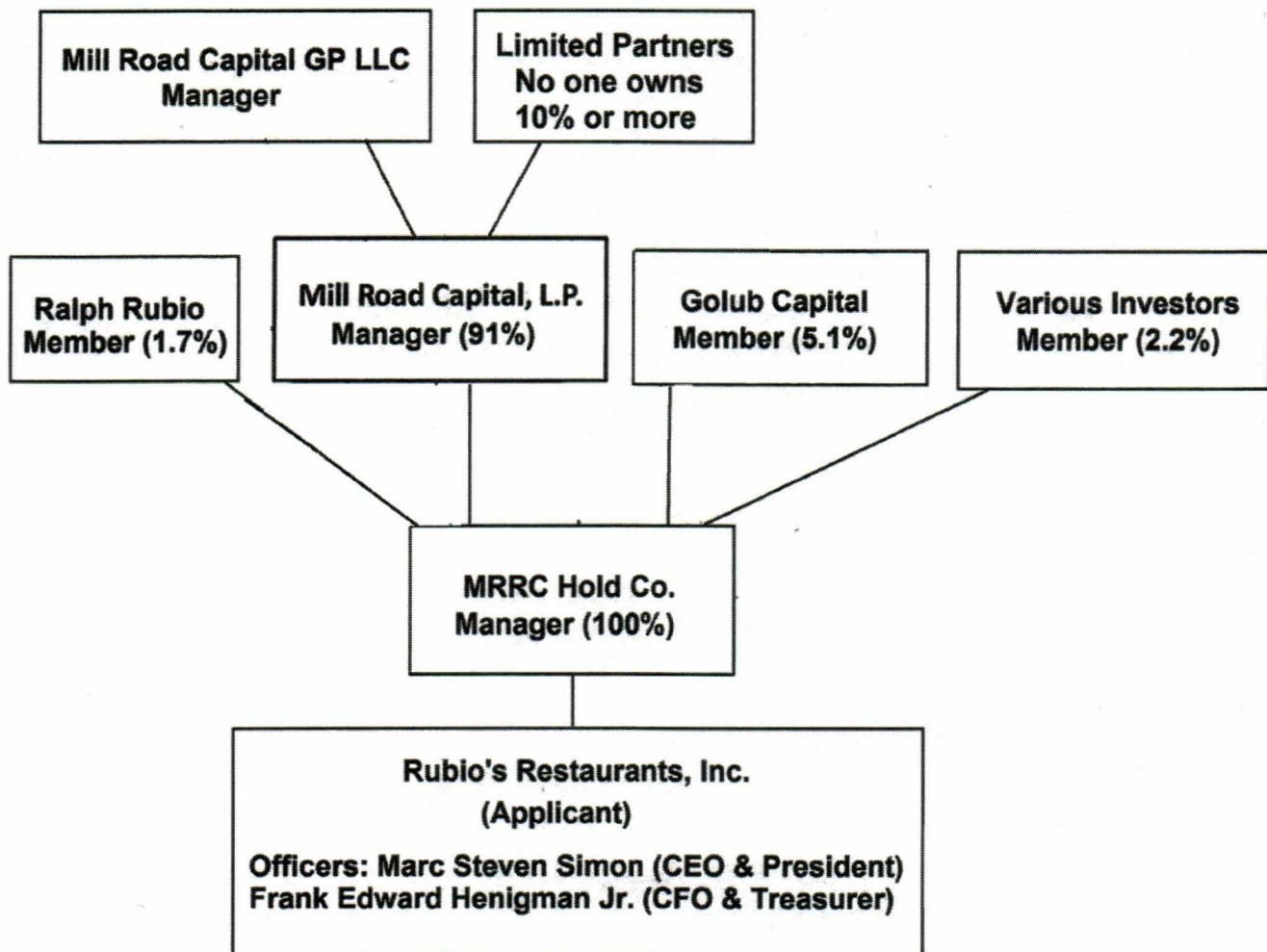
Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Rubio's Restaurants Inc.		FEIN Number 33-0100303	
2a. Trade Name of Establishment (DBA) Rubio's Coastal Grill		State Sales Tax Number 14-37698-0000	Business Telephone
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 111 W. Mineral Ave.			
City Littleton	County Arapahoe	State CO	ZIP Code 80120
4. Mailing Address (Number and Street) 2200 Faraday Ave., Suite 250		City or Town Carlsbad	State CA ZIP Code 92008
5. Email Address adrage@rubios.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) N/A	Present State License Number N/A	Present Class of License N/A	Present Expiration Date N/A
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License\$1950.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$2050.00 <input type="checkbox"/> Application Fee for Transfer\$1950.00		<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input checked="" type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Club License (City)\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input checked="" type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00		<input type="checkbox"/> Master File Location Fee\$25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City)\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____	
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input type="checkbox"/>
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/>	<input type="checkbox"/>
13b. Are you a Colorado resident?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord	Tenant	Expires
Renco Southbridge LLC	Rubio's Restaurants Inc.	9/2026
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		
<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. 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
None		
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.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		
<input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.		
19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		
<input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		
<input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated?		
<input type="checkbox"/> <input type="checkbox"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		
<input type="checkbox"/> <input type="checkbox"/>		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:		
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		
<input type="checkbox"/> <input type="checkbox"/>		
21. For all on-premises applicants.		
a. Hotel and Restaurant, Lodging and Entertainment or Tavern License, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprints.		
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.		
Last Name of Manager		First Name of Manager
Oesterreich III		Steven
22. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		
<input checked="" type="checkbox"/> <input type="checkbox"/>		

Name Rubio's Restaurants Inc.		Type of License H&R	Account Number 4707316	
23. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
24. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members . In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant . All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.				
Name			Position	%Owned
Marc Simon			President & CEO	0
Name			Position	%Owned
Frank Henigman			SVP & CFO	0
Name			Position	%Owned
MRRC Hold Co			Sole Shareholder	100%
Name	Home Address, City & State	DOB	Position	%Owned
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: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.				
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Frank Henigman, SVP & CFO		Date 1/4/17
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 2-2-2017		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) March 8, 2017		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority				
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? <input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for City of Littleton		Telephone Number 317953780		<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

**Rubio's Restaurant's, Inc.
Ownership Chart**



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

RUBIO'S RESTAURANTS, INC.

is an entity formed or registered under the law of Delaware, 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 19981209778.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/27/2017 that have been posted, and by documents delivered to this office
electronically through 01/30/2017 @ 12:06:42.

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 01/30/2017 @ 12:06:42 in accordance with applicable law.
This certificate is assigned Confirmation Number 10048181.



A handwritten signature in black ink, reading "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "RUBIO'S RESTAURANTS, INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF SEPTEMBER, A.D. 1997, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2791682 8100

971292518

AUTHENTICATION:

8644252

DATE:

09-10-97

**MINUTES OF A MEETING OF
THE BOARD OF DIRECTORS OF
RUBIO'S RESTAURENTS, INC.**

March 1, 2012

Pursuant to notice duly given, a meeting of the Board of Directors (the "Board") of Rubio's Restaurants, Inc., a Delaware corporation (the "Company"), was held on Thursday, March 1, 2012.

Discussion:

Mr. Simon led a discussion of the business since the previous Board meeting, the key initiatives underway and key risks to the business. Mr. Henigman reviewed the financial performance of the business in 2011 and year-to-date. A discussion ensued regarding the financial performance and the various initiatives underway at the company.

Appointment / Confirmation of Corporate Offices:

Upon motions duly made and seconded, the Board unanimously:

RESOLVED: That the appointment of the following persons to the offices set forth opposite their respective names, each to serve in accordance with the by-laws of the Corporation, be, and it hereby is, confirmed:

Chief Executive Officer and President: Marc S. Simon

Chief Financial Officer and Treasurer: Frank Henigman

RESOLVED: That Frank Henigman be, and he hereby is, elected to the office of Secretary of Rubio's Restaurants, Inc. (the "Corporation") to serve in accordance with the by-laws of the Corporation;

RESOLVED: That the authorization of each of the officers of the Corporation to execute and deliver any and all agreements, documents, applications, forms, statements, certificates and instruments for and on behalf of the Corporation and in its name, as any such officer or officers shall deem necessary, desirable or convenient in connection with the operations of the Corporation, be and it hereby is, confirmed;

RESOLVED: That the officers of the Corporation be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Corporation and in its name, to take any and all other actions necessary, desirable or convenient to carry out the purposes of the foregoing Resolutions; and

RESOLVED: That all actions heretofore taken by any of the officers of the Corporation, which would have been authorized if taken after adoption of the foregoing Resolutions, be, and they hereby are, approved, adopted, ratified and confirmed.

Approval of Previous Minutes:

Upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: That the minutes of the Board meetings held on June 8, 2011, September 7, 2011 and December 20, 2011 are hereby approved.

Adjournment:

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.


James Zivin, Secretary for the Meeting

Individual History Record

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

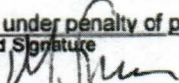
Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate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

1. Name of Business Rubio's Coastal Grill		Home Phone Number 630-240-0134	Cellular Number 630-240-0134	
2. Your Full Name (last, first, middle) Simon, Marc Steven		3. List any other names you have used None		
4. Mailing address (if different from residence) 2200 Faraday Ave., Suite 250, Carlsbad, CA 92008		Email Address msimon@rubios.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 1010 Shore Crest Rd.		Carlsbad, CA 92011	11/27/07	Present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Rubio's Restaurants, Inc.	2200 Faraday Ave., Suite 250, Carlsbad, CA 92008	President/CEO	04/26/11	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Rubio's Fresh Mexican Grill, 16891 Quincy Ave., Unit C, Aurora, CO 80113 Rubio's Fresh Mexican Grill, 3620 E. Highlands Ranch Pkwy, Highlands Ranch, CO 80126 Rubio's Coastal Grill, 224 Union Blvd., Lakewood, CO 80228				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See attached.				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Oath of Applicant			
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.			
Authorized Signature	Print Signature	Title	Date
	Marc Simon	President & CEO	10/25/16

RUBIOS RESTAURANTS

** All values are subject to verification and adjustments. **

Balance and Transaction Report - Summary and Detail

Transaction Date: 02/06/2017

Prior Day

Account Name: MASTER CONCENTRATION

Last Updated:

Account Number:

02/07/2017

Currency: USD - US DOLLAR

02:39 AM PST

Bank: 12400154 - JPMORGAN CHASE BANK, NA (UT)

SUMMARY	Ledger	Same Day	Next Day	2 Or More Days
Opening	17,533.32	17,323.86	409.46	0.00
Credits: (62)	1,813,090.30	1,811,888.88	0.00	1,201.42
Debits: (10)	184,560.01	184,560.01	0.00	0.00
Closing	1,646,063.61	1,644,652.73	409.46	1,201.42

SUMMARY OF OTHER BALANCES

AVG CLOSING AVL BAL PREV MNTH	3,420,817.53
AVG CLOSING AVAILABLE BAL MTD	825,256.27
AVG CLOSING AVAILABLE BAL YTD	2,999,915.70
TOTAL FLOAT	1,610.88
AGGREGATE FLOAT ADJUSTMENT	200.00
CLOSING BALANCE - 3+ DAYS FLT	0.00
OPENING ON 02/07/2017	1,645,062.19
TOTAL ACH CREDIT	1,370,284.98
TOTAL ZERO BAL ACCNT CREDITS	442,805.32
TOTAL ACH RELATED DEBITS	35,078.59
TOTAL OUTGOING MONEY TRANSFER	21,709.84
TOTAL ZERO BAL ACCOUNT DEBITS	127,771.58

Credits

Tran. Date	Description	Customer Ref.	Bank Ref.	Credit Amount	Report Time (ET)
02/06/2017	EFT CREDIT	335037300886	0371757975TC	490,531.39	04:52 AM
02/06/2017					

ORIG CO NAME: MERCHANT BNKCD
ORIG ID : 9393921520
DESC DATE : 170205
ENTRY DESCR : DEPOSIT
ENTRY CLASS : CCD
TRACE NO : 028000081757975
ENTRY DATE : 170206
IND ID NO : 335037300886
IND NAME : RUBIO'S #001
COMPANY DATA: 1(877)273-8191
ORIG BANK : 02800008

02/06/2017	EFT CREDIT	335037300886	0371757970TC	432,100.69	04:52 AM
02/06/2017					

ORIG CO NAME: MERCHANT BNKCD
ORIG ID : 9393921520
DESC DATE : 170204
ENTRY DESCR : DEPOSIT
ENTRY CLASS : CCD
TRACE NO : 028000081757970
ENTRY DATE : 170206

Alcoholic Beverage Control Violation Summary
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Violations:**Pacific Beach #3**

Violation Date: 10/14/96
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Paid fine of \$750

Downtown #14

Violation Date: 10/25/96
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Suspension of license for 10 consecutive days

La Jolla Village #25

Violation Date: Approx. 1/5/97
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Paid fine of \$750

Irvine #12

Violation Date: Approximately 11/15/98
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Paid fine of \$750

Irvine Spectrum #22

Violation Date: Approximately August 1999
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Suspension of license for 15 consecutive days

Irvine Spectrum #22

Violation Date: Approximately September 2000
Violation: Rubio's cashier served alcohol to a minor
Resolution: Suspension of license for 15 consecutive days

Chula Vista #6

Violation Date: Approximately June 2001
Violation: Rubio's cashier served alcohol to a minor (police decoy)
Resolution: Paid fine of \$750

Point Loma #4

Violation Date: Approximately September 2001
Violation: Rubio's cashier served alcohol to minor
Resolution: Paid fine of \$750

The Block #58

Violation Date: February 21, 2002
Violation: Served alcohol to minor decoy
Resolution: Paid fine of \$750

Howard Hughes #117

Violation Date: October 27, 2002
Violation: Served alcohol to minor decoy
Resolution: Paid fine of \$783.00

West Covina #75

Violation Date: September 2003
Violation: Served alcohol to minor decoy
Resolution: Paid fine of \$750.00

Norco #110

Violation Date: August 2003
Violation: Served alcohol to minor decoy
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Pacific Beach #3

Violation Date: Jan 2005
Violation: Served alcohol to minor
Resolution: Suspended license for 20 days

Irvine Spectrum #22

Violation Date: Jan 2005
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Rancho Bernardo #45

Violation: Mar 2005
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Northridge #46

Violation Date: July 2005
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Sacramento #87

Violation Date: Feb 2006
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Manhattan Beach #24

Violation Date: October 2006
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Seal Beach #160

Violation Date: November 2006
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

San Marcos #64

Violation Date: March 2007
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Ontario #40

Violation Date: September 2007
Violation: Served alcohol to minor
Resolution: Requested fine in lieu of suspension
Paid Fine \$750.00

Poway # 139	
Violation Date:	November 2007
Violation:	Served alcohol to minor
Resolution:	Requested fine in lieu of suspension Paid Fine \$750.00
Seal Beach # 160	
Violation Date:	December 2007
Violation:	Served alcohol to minor
Resolution:	Requested fine in lieu of suspension Paid Fine \$2,800.0
Natomas #87	
Violation Date:	September 2008
Violation:	Served alcohol to minor
Resolution:	Requested fine in lieu of suspension Paid Fine \$2,500.00
Santa Rosa # 153	
Violation Date:	October 2008
Violation:	Served alcohol to minor
Resolution:	Requested fine in lieu of suspension Paid Fine \$750.00
Highlands Ranch #121	
Violation Date:	August 2008
Violation:	Served alcohol to minor
Resolution:	
Highlands Ranch #121	
Violation Date:	March 2009
Violation:	Served alcohol to minor
Resolution:	
Emeryville #155	
Violation Date:	January 2010
Violation:	Served alcohol to minor
Resolution:	Requested fine in lieu of suspension Paid Fine \$750.00
Ontario #40	
Violation Date:	June 2010
Violation:	Served alcohol to minor
Resolution:	Requested Fine \$750.00
Ventura #144	
Violation Date:	October 28, 2010
Violation:	Served alcohol to minor
Resolution:	Stayed 10 day suspension
Rancho San Diego #56	
Violation Date:	July 13, 2011
Violation:	Served alcohol to minor
Resolution:	Stayed 10 day suspension
Palm Springs #202	
Violation Date	Nov 17, 2015
Violation:	Served alcohol to minor
Resolution:	Stayed 10 day suspension
Utah #247	
Violation Date	Nov 17, 2015
Violation:	Served alcohol to minor
Resolution:	Fine \$127.00

RUBIO'S RESTAURANTS, INC.

111 W. Mineral Ave.

Littleton, CO 80120

I, Frank Henigman, acting in my capacity as the duly elected SVP, CFO of Rubio's Restaurants, Inc. (the "Corporation") hereby certify that the Corporation has invested \$ 877,056.7 in the project commonly known as Rubio's Coastal Grill, located at 111 W. Mineral Ave., Littleton, Colorado 80120. This investment was taken from existing corporate funds located in account no. 865358253 held at JP Morgan Chase bank.

Rubio's Restaurants, Inc.

By: Frank Henigman
Name: FRANK HENIGMAN
Its: SVP, CFO

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On September __, 2016 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

See attached All

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

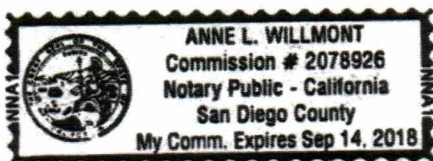
County of San Diego)On October 19, 2016 before me, Anne L Willmont, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Frank Henigman

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anne L Willmont

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Rubio's Coastal Grill		Home Phone Number 760-930-9311	Cellular Number 760-822-0772	
2. Your Full Name (last, first, middle) Henigman, Frank Edward		3. List any other names you have used None		
4. Mailing address (if different from residence) 2200 Faraday Ave., Suite 250, Carlsbad, CA 92008		Email Address fhenigman@rubios.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 6354 Paseo Descanso		Carlsbad, CA 92009	09/01/01	Present
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Rubio's Restaurants, Inc.	2200 Faraday Ave., Suite 250, Carlsbad, CA 92008	SVP, CFO	04/01/07	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Rubio's Fresh Mexican Grill, 16891 Quincy Ave., Unit C, Aurora, CO 80113 Rubio's Fresh Mexican Grill, 3620 E. Highlands Ranch Pkwy., Highlands Ranch, CO 80126 Rubio's Coastal Grill, 224 Union Blvd., Lakewood, CO 80228				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See Attached.				

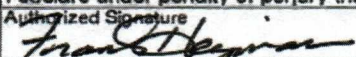
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Oath of Applicant

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

Authorized Signature 	Print Signature Frank Henigman	Title CFO	Date 10/12/16
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Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Rubio's Restaurants Inc.		Home Phone Number 920-267-1987	Cellular Number 920-267-1987	
2. Your Full Name (last, first, middle) Oesterreich, Steven Wesley II		3. List any other names you have used None		
4. Mailing address (if different from residence) 2200 Faraday Ave., Suite 250, Carlsbad, CA 92008		Email Address soesterrieich@rubios.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip	From	To
Current 4592 S. Quintero St.		Aurora, CO 80015	6/1/2016	Present
Previous 4460 S. Pitkin St., Unit 122		Aurora, CO 80015	9/1/2014	5/31/2016
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)		Position Held	From To
Rubio's Restaurants, Inc.	2200 Faraday Ave, Suite 250, Carlsbad, CA 92008		GM	10/22/2014 Present
Oshkosh Corporation	2307 Oregon St., Oshkosh, WI 54902			8/4/2008 4/10/2014
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Oath of Applicant

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

Authorized Signature

Print Signature

Steven Oesterreich II

Title

GM

Date

1-20-12

Individual History
Steven Wesley Oesterreich II
Question 5

Street and Number	City, State, Zip	From	To
1602 Indigo Dr.	Oshkosh, WI 54902	2/1/2012	8/30/2014

RETAIL SPACE LEASE

THIS LEASE, dated July 7, 2016, for reference purposes only, is made by and between RENCO SOUTHBRIDGE, LLC, RIVERSIDE SOUTHBRIDGE, LLC, LAKEHOUSE SOUTHBRIDGE, LLC, BLAIR SOUTHBRIDGE, LLC, VERMEIL SOUTHBRIDGE, LLC, as Landlord (collectively "Landlord"), and Rubio's Restaurants Inc., a Delaware corporation ("Tenant"), to be effective and binding upon the parties as of the date the last of the designated signatories to this Lease shall have executed this Lease ("Effective Date").

ARTICLE I REFERENCES

1.1 REFERENCES: All references in this Lease (subject to any further clarifications contained herein) to the following terms shall have the following meaning or reference as below set forth:

- A. Tenant's Address for Notices: 111 W. Mineral Ave.
Littleton, CO 80120
- B. Tenant's Representative: Greg Semos
Phone Number: 760-602-3604 Email: gsemos@rubios.com
- C. Landlord's Address for Notices: 12900 Stroh Ranch Way, Ste. 200-L
Parker, CO 80134
- D. Landlord's Representative: Susan Griffin, Property Manager
Phone Number: (720) 292-2130 Email: Susan@parkerpmllc.com
- E. Intended Commencement Date: Upon lease execution
- F. Intended Term: Rent and the lease term shall commence One Hundred and eighty (180) days from Tenant's receipts of all permits necessary to operate and build out Tenant's premises or when Tenant opens for business whichever occurs first; however, the rent commencement date and lease term will start no later than September 1, 2016.
- G. Lease Expiration Date: (10) years from the Intended term established in 1.1F
- H. Tenant's Punchlist Period: 30 Days
- I. First Month's Prepaid Rent: \$10,879.00 to be paid on the earlier of the date Tenant commences business at the Premises or August 1, 2016
- J. Last Month's Prepaid Rent: N/A
- K. Tenant's Security Deposit: N/A
- L. Late Charge Amount: 10% of the amount due
- M. Building Expense Base Year or Building Expense Base Amount: N/A
- N. Reasonable Estimate of Tenant's Proportionate Share of Building Operating Expenses to be paid monthly in addition to the Base Monthly Rent, which amount may change pursuant to the terms of the Lease: \$ 10.56 SF/YR

Year One (initially) — $\$10.56 \text{ SF/YR} \times 3300 \text{ SF} / 12 \text{ months} = \$2,904.00/\text{Month}$
- O. Percentage Rent: None
- P. Tenant's Number of Parking Spaces: Approximately 31
- Q. Brokers: Landlord: Bill Hirschfeld, Hirschfeld Commercial Real Estate Assoc. LLC
Email: Bill@HCR.bz
Tenant: KMH RE, LLC Kathryn Hummer
- R. Project: That certain real property situated in the City of Littleton, County of Arapahoe, State of Colorado, as presently improved with several buildings, commonly known as or otherwise described as follows:

91 - 191 W. Mineral Avenue
Littleton, CO 80120
- S. Building: That certain Building within the Project in which the Premises are located, which Building is shown highlighted on Exhibit "A" hereto.

Initial JK/23

T. Common Areas: The "Common Areas" shall mean those areas within the Project which are located outside the Buildings and which are provided and designated by Landlord from time to time for general use by tenants of the Project including driveways, pedestrian walkways, parking spaces, landscaped areas and enclosed trash disposal areas.

U. Premises: That certain space of the Building, which space is shown highlighted on the Floor Plan attached hereto as Exhibit "B" consisting of approximately 3300 rentable square feet, and an adjacent patio area (the "Patio Area") as indicated on Exhibit "B" which square footage of the Patio Area shall neither be calculated as rentable square footage for purposes of Base Monthly Rent or Tenant's Proportionate Share. Tenant's Proportionate Share as defined in Article 13.13E is 1.826 %. Tenant has had the opportunity to measure the Premises. The computation of the rentable area of the Premises includes an agreed upon common area factor ("CAF") representing Tenant's allocable share of common areas. The rentable area of the Premises may be different, but have been stipulated and agreed to by the parties and the (i) Base Monthly Rent and (ii) Tenant's Proportionate Share shall not be changed (unless the rentable area of the Project has been enlarged or reduced, or if the parties agree to expand or contract the Premises, all as reasonably determined by Landlord, and in either such case Tenant's Proportionate Share shall be reasonably adjusted or changed by Landlord). Otherwise Tenant's Proportionate Share shall not be changed, even if it is determined that the Premises contains either a larger or smaller area than indicated. The Premises are commonly known as or otherwise described as follows:

111 W. Mineral Ave.
Littleton, CO 80120

V. Base Monthly Rent: The term "Base Monthly Rent", which will commence One Hundred and eighty (180) days from Tenant's receipts of all permits necessary to operate and build out Tenant's premises or when Tenant opens for business whichever occurs first; however, the rent commencement date will start no later than September 1, 2016 shall mean the following:

Year 1	$\$29.00 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$7,975.00/\text{Month}$
Year 2	$\$29.87 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$8,214.25/\text{Month}$
Year 3	$\$30.76 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$8,459.00/\text{Month}$
Year 4	$\$31.69 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$8,714.75/\text{Month}$
Year 5	$\$32.63 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$8,973.25/\text{Month}$
Year 6	$\$33.00 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$9,075.00/\text{Month}$
Year 7	$\$33.99 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$9,347.25/\text{Month}$
Year 8	$\$35.00 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$9,625.00/\text{Month}$
Year 9	$\$36.05 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$9,913.75/\text{Month}$
Year 10	$\$37.13 \text{ SF/YR} \times 3,300 \text{ SF} \div 12 = \$10,210.75/\text{Month}$

W. Permitted Use: The term "Permitted Use" shall mean the following, and no other use:

Retail use for a Restaurant operating as Rubio's Coastal Grill (or such other name as may from time to time be used by Rubio's Restaurants, Inc.), including the sale of beer and wine for on-premises consumption only.

X. Exhibits: The term "Exhibits" shall mean the Exhibits to this Lease which are described as follows:

Exhibit "A" - Site Plan showing the Project and delineating the Building in which the Premises are located.

Exhibit "B" - Floor Plan outlining the Premises.

Exhibit "C" - Rules and Regulations.

Exhibit "D" - Broker Relationships Disclosure.

Exhibit "E" - Sign Criteria Project.

Exhibit "E-1" - Sign Criteria Consent

Exhibit "F" - Option to Renew

Exhibit "G" - SNDA

Exhibit "H" - Landlord's Waiver

Exhibit "I" - Real Property Tax

Exhibit "J" - Phase I and II

Exhibit "K" - Existing Project Restrictive Uses

Y. Addenda: The term "Addenda" shall mean the Addendum (or Addenda) to this Lease that is (or are) described as follows:

None

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ARTICLE 2
LEASED PREMISES, TERM AND POSSESSION

2.1 DEMISE OF LEASED PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term and upon the terms and subject to the conditions of this Lease, the Premises, reserving and excepting to Landlord the exclusive use of the exterior of the exterior walls, the roof and the area beneath the floor and above the ceiling of the Premises which Tenant may not use. Landlord further reserves the right to install, maintain, use and replace ducts, wires, conduits and pipes and other items leading through the Premises in locations that will not materially interfere with Tenant's use of the Premises. Tenant's lease of the Premises, together with the appurtenant right to use the Common Areas as described in Paragraph 2.2 below, shall be conditioned upon and be subject to the continuing compliance by Tenant with (i) all the terms and conditions of this Lease, (ii) all Laws governing the use of the Premises and the Project, (iii) all Private Restrictions, easements and other matters now or hereafter of public record restricting the use of the Premises and the Project, and (iv) all reasonable rules and regulations from time to time established by Landlord, as further defined in Article 4.11..

2.2 RIGHT TO USE COMMON AREAS: Tenant shall have the non-exclusive right, which shall terminate with any termination of this Lease, to use the Common Areas in conjunction with other tenants of the Project and their invitees, subject to the limitations on such use as set forth in Article 4, and solely for the purpose for which they were designed and intended. The parking areas, driveways, exits and entrances to the Shopping Center which are crosshatched and labeled as "NO CHANGE AREA" on Exhibit "A" (the "No Change Area") may not be modified, reduced and/or relocated without the prior written consent of Tenant which consent shall not be unreasonably withheld, delayed or conditioned.

2.3 LEASE COMMENCEMENT DATE AND LEASE TERM: The term and rent commencement date shall be deemed to have occurred, on the Intended Commencement Date (set forth in Article 1). The term of this Lease shall end on the Lease Expiration Date (set forth in Article 1). The Term shall be that period in time commencing on the Lease Commencement Date and ending on the Lease Expiration Date ("Term").

2.4 DELIVERY OF POSSESSION: Landlord shall deliver to Tenant possession of the Premises on or before the Scheduled Delivery Date (set forth in below) in their present condition, broom clean. If Landlord is unable to so deliver possession of the Premises to Tenant on or before the Scheduled Delivery Date, for whatever reason, Landlord shall not be in default under this Lease nor shall this Lease be void, voidable or cancelable by Tenant until thirty-one (31) days after the Scheduled Delivery Date and then only after giving ninety (90) days prior written notice to Landlord. If such event occurs, Landlord shall reimburse Tenant for all of Tenant's out of pocket costs incurred prior to the date Tenant terminates the Lease (provided that Landlord may void said termination by achieving Premises delivery prior to the expiration of said ninety (90) day notice period. Scheduled Delivery Date shall be April 1, 2016 (the "Scheduled Delivery Date"). However, if Landlord fails to deliver the Premises within 31 days of the Scheduled Delivery Date, in addition to all remedies that Tenant may have, the Rent Commencement Date shall be extended by two (2) days for each day after the 31st day after the Scheduled Delivery Date. The Scheduled Delivery Date shall be extended by reason of Force Majeure or the actions of Tenant, its agents, invitees or contractors.

2.5 ACCEPTANCE OF POSSESSION AND RIGHT TO TERMINATE: Tenant has inspected the Premises and accepts them in their existing condition, broom clean. Upon the expiration of said 30 days, Tenant shall be conclusively deemed to have accepted the Premises in their then existing condition as so delivered by Landlord to Tenant, unless a punch list is provided by Tenant within such 30 day which states items that Landlord was to perform. In addition, Tenant, upon written notice within thirty (30) days of execution of the lease, shall have an option to terminate this Lease. Tenant may terminate this lease for the following restrictive reason only; it is unable to obtain building permits. In order to exercise this option, Tenant must, with the notice stated above, deliver monies payable to Landlord in the amount of \$114,142.05 for the leasing commissions and Forty Seven Thousand Eight Hundred and fifty Dollars (\$47,850.00). If such payments are not made with the notice, the notice shall be ineffective and this option to terminate granted in this paragraph shall be null and void. There shall be no other right to terminate.

2.6 SURRENDER OF POSSESSION: Immediately prior to the expiration or sooner termination of this Lease, Tenant shall remove all of Tenant's signs from the exterior of the Premises and/or the Building and shall remove all of Tenant's equipment, trade fixtures, furniture, supplies, wall decorations and other personal property from the Premises and shall remove Alterations if required hereunder, and shall vacate and surrender the Premises to Landlord in the same condition, broom clean, as existed at the Lease Commencement Date, reasonable wear and tear excepted. Tenant shall repair all damage to the Premises caused by Tenant's removal of Tenant's property and Alterations (if required hereunder) including but not limited to spackling holes in walls and uniformly painting such, and all damage to the exterior of the Premises and/or the Building caused by Tenant's removal of Tenant's signs. Tenant shall patch and refinish, to Landlord's satisfaction, all penetrations made by Tenant or its employees to the floor, walls or ceiling of the Premises, whether such penetrations were made with Landlord's approval or not. Tenant shall repair (or replace when the damage cannot be repaired to the satisfaction of Landlord), all stained or damaged ceiling tiles, movable wall partition panels, counter tops, wall coverings and floor coverings to the satisfaction of Landlord (for example, damage caused by molly bolts or wall fasteners or other damage to walls). Tenant shall repair all damage caused by Tenant to the exterior surface of the Building and the paved surfaces of the outside areas adjoining the Premises and, where necessary, replace or resurface same. Additionally, Tenant shall, prior to the expiration or sooner termination of this Lease, remove any improvements constructed or installed by Tenant, including but not limited to all cabling and wiring, which Landlord requests be so removed by Tenant and repair all damage caused by such removal. If the Premises are not surrendered to Landlord in the condition required by this Paragraph, Landlord may, at Tenant's expense, so remove Tenant's signs, property and/or improvements not so removed and make such repairs and replacements not so made. Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition, and in addition Tenant shall be liable to Landlord for Base Monthly Rent for the Premises in the amount stated in section 13.2 below (regardless if Tenant is not in possession of the Premises) until the Premises are returned to the required condition plus interest, at the rate stated in Paragraph 3.7, on all costs incurred from the date paid by Landlord and the Base Monthly Rent as stated above. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant or any losses to Landlord due to lost opportunities to lease. If any personal property remains, or is left, at the Premises after the expiration or sooner termination of this Lease, then Landlord may, in its sole discretion, sell such personal property upon such terms and conditions as Landlord shall in its sole discretion decide, and shall have all rights, to the proceeds from said sale. Landlord may also discard or otherwise dispose of such personal property and Landlord shall have no liability to Tenant or any other third party regarding such personal property. Tenant shall reimburse Landlord for any costs incurred in discarding such personal property. No act or thing done by Landlord or its agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord.

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2.7 EARLY OCCUPANCY: If Tenant enters into possession of the Premises prior to the Intended Commencement Date (or permits its contractors to enter the Premises prior to the Intended Commencement Date), unless otherwise agreed in writing by Landlord, the Lease Commencement Date shall be deemed to have occurred on such sooner date, and Tenant shall be obligated to perform all its obligations under this Lease, including the obligation to pay rent, from that sooner date.

2.8 OPTIONS TO RENEW: See Exhibit "F".

ARTICLE 3 RENT, LATE CHARGES AND SECURITY DEPOSITS

3.1 BASE MONTHLY RENT: Throughout the Term, Tenant shall pay to Landlord, without prior demand or right to setoff, therefore, in advance on the first day of each calendar month, as base monthly rent, the amount set forth as "Base Monthly Rent" and beginning as set forth in Article 1.

3.2 PERCENTAGE RENT: NA

3.3 GROSS SALES REPORTS: Intentionally left blank.

3.4 ACCOUNTING FOR GROSS SALES: The Tenant shall keep and make available at its corporate office, or such other place as is agreed to in writing by Landlord and Tenant, complete and accurate records of its Gross Sales for each year, which records shall be open for inspection by the Landlord, or its duly authorized representatives, upon at least seven days prior written notice during regular business hours for a period of six (6) months after each Annual Statement of Gross Sales is submitted. Any subtenants shall similarly be required to keep records. Within forty five (45) days after the end of each calendar year, the Tenant shall forward to the Landlord a statement of gross sales made during the preceding calendar year, which statements shall be certified by the Tenant, if an individual; a partner in the Tenant, if a partnership; or a principal officer of the Tenant, if a corporation. Any information gained from statement or audits of Gross Sales shall be confidential and shall not be disclosed, except to carry out the purposes hereof; provided however, that Landlord shall be permitted to divulge the contents of any such information in connection with any financing arrangements or assignments of Landlord's interest in the Shopping Center so long as any recipient of such statements acknowledges that such statements shall be confidential and shall not be disclosed or in connection with any administrative or judicial proceeding in which Landlord is involved or where Landlord may be required to divulge such information. Any information gained from statement or audits of Gross Sales shall be confidential and shall not be disclosed, except to carry out the purposes hereof; provided, however, that Landlord shall be permitted to divulge the contents of any such information in connection with any financing arrangements or assignments of Landlord's interest in the Shopping Center so long as any recipient of such statements acknowledges that such statements shall be confidential and shall not be disclosed or in connection with any administrative or judicial proceeding in which Landlord is involved or where Landlord may be required to divulge such information.

3.5 ADDITIONAL RENT: Throughout the Term, in addition to the Base Monthly Rent, Tenant shall pay to Landlord as Additional Rent (the "Additional Rent") the following amounts:

A. Tenant shall pay to Landlord on a monthly basis the reasonable Estimate of Tenant's Proportionate Share of Building Operating Expenses (as initially defined in Article 1 N.).

B. Landlord may deliver to Tenant Landlord's Reasonable Estimate Tenant's Proportionate Share of Building Operating Expenses it anticipates will be paid or incurred for the ensuing calendar year and may reasonably adjust such Reasonable Estimate Tenant's Proportionate Share of Building Operating Expenses from time to time. Landlord reserves the right to change from time to time the method of billing Tenant its Proportionate Share of such Building Operating Expenses or the periodic basis on which such increases are billed.

C. Landlord's share of the consideration received by Tenant upon certain assignments and sublettings as required by Article 7;

D. Any legal fees, costs that Tenant is obligated to pay or reimburse to Landlord; and

E. Any other charges or reimbursements due Landlord from Tenant pursuant to the terms of this Lease.

F. Notwithstanding any statement of inference to the contrary in this Section 3.5 or elsewhere in this Lease, any item, except for Tenant's reoccurring monthly Proportionate Share of Building Operating Expenses, Taxes, and Insurance, Monthly Reoccurring Additional Rent and Base Monthly Rent which will be paid with the Next Base Monthly Rent Payment Date, will be paid with the payment of Base Monthly Rent next becoming due (the "Next Base Monthly Rent Payment Date"), provided the invoice or written demand is received by Tenant prior to the fifteenth (15th) day of the month, and if not, then not later than the date on which Base Monthly Rent becomes due following the Next Base Monthly Rent Date (e.g., if the invoice is received on January 18, 2017, and the Next Base Monthly Rent Payment Date is February 1, 2017, then payment for the Non-Reoccurring Additional Rent invoiced is due March 1, 2017). The applicable date for payment of Non-Reoccurring Additional Rent shall be deemed the Next Non-Reoccurring Additional Rent Due Date.

3.6 YEAR-END ADJUSTMENTS: On or before April 1st of each calendar year, or as is reasonably possible thereafter, Landlord shall furnish to Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year, and to the extent Tenant shall have paid more than its Proportionate Share of the Building Operating Expenses for the previous year over those incurred, Landlord shall, at its election, either (i) credit the amount of such over-payment toward the next ensuing payment or payments of Additional Rent that would otherwise be due; (ii) refund in cash to Tenant the amount of such over-payment or (iii) credit the amount to any past due amounts owed by Tenant. If such year-end statement shall show that Tenant did not pay its Proportionate Share of Building Operating Expenses, then Tenant shall pay to Landlord the amount of such underpayment within the time period stated in 3.5 F. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

3.7 LATE CHARGE AND INTEREST ON RENT IN DEFAULT: Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Monthly Rent, Percentage Rent or any Additional Rent will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amounts of which are difficult or impractical to fix. Such costs and expenses will include, without limitation, administration, collection costs and processing and accounting expenses. Therefore, if any installment of Base Monthly Rent, or Additional Rent is not received by Landlord from Tenant within five (5) days after due, Tenant shall immediately pay to Landlord a late charge equal to the percentage set forth in Article 1 as the "Late Charge Percentage" of the amount not received; provided, however, Tenant shall be given written notice one (1) time each calendar year that its Base Monthly Rent is delinquent and that the Late Charge will be imposed. Tenant shall have five (5) days from such written notice to pay before Tenant shall

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be deemed to be late. Landlord and Tenant agree that this late charge represents a reasonable estimate of compensation to Landlord for its damages. This provision shall not be deemed to grant to Tenant a grace period or extension of time to pay any rental installment or prevent Landlord from exercising any right or remedy based on failure to pay each rental installment when due. If any rent is not paid within thirty (30) days when due, then, in addition to such late charge, Tenant shall pay to Landlord interest on any rent that is not so paid from the date due at the interest rate of ten percent (10%) per annum until paid. If Landlord receives a returned check for non-sufficient funds based on a check from Tenant, Tenant shall pay Landlord \$100.00 for each such check. Tenant agrees to pay to Landlord \$150 if Landlord serves or posts a Demand for Payment of Rent or Possession of Premises, or similar notice. Landlord and Tenant agree that these charges are a reasonable estimate of costs and expenses of Landlord that it would be difficult to determine the damages, and it is fair compensation to Landlord for loss suffered.

In addition, if Tenant's Annual Statement is not provided to Landlord when due and after ten (10) days written notice from Landlord, Tenant shall immediately owe and pay to Landlord a Late Charge in an amount equal to One Hundred Dollars (\$100.00) and shall also immediately pay said Late Charge for each and every subsequent month that the Annual Statement is not provided. Landlord and Tenant agree that all late charge are liquidated damages that represents a reasonable estimate of costs and expenses that are difficult to ascertain, and is fair compensation to Landlord for its initial loss suffered by reason of Tenant's failure to abide by the Lease terms. The Late Charge for Quarterly Statement or Annual Statement shall not in any manner negate or limit any other damages or remedies that Landlord may have pursuant to 12.2 LANDLORD'S REMEDIES, below.

3.8 PAYMENT OF RENT: Except as set forth in Sections 5.3, 10.3 and 11.4 or at such times expressly agreed in writing by Landlord in the future, all rent shall be paid in lawful money of the United States, without any abatement, deduction or offset for any reason whatsoever, to Landlord at such address as Landlord may designate from time to time. Should Tenant make a payment in which the Bank notifies Landlord that there are insufficient funds, or that the account is closed, or should Tenant not make any payment in a timely manner as set forth in Paragraph 3.7, Tenant shall, after written notice from Landlord, pay all future payments of Rent, Percentage Rent and any Additional Rent with a money order, cashier's check, or certified funds. In the event that the commencement and/or expiration dates occur on any date other than the first or last day of the month respectively, Tenant's obligation to pay Base Monthly Rent, Percentage Rent and all Additional Rent shall be prorated to the actual occurrence dates for the month(s) in which the commencement and/or expiration dates of the Lease so occur.

3.9 PREPAID RENT: Tenant shall pay to Landlord the amount set forth in Article 1 as "First Month's Prepaid Rent" as prepayment of rent against the first installment(s) of Base Monthly Rent due.

3.10 SECURITY DEPOSIT:

**ARTICLE 4
USE OF PREMISES AND COMMON AREAS**

4.1 PERMITTED USE: Tenant shall be entitled to use the Premises solely for the "Permitted Use" as set forth in Article 1 and for no other purpose whatsoever including but not limited to Existing Project Restrictive Uses as stated in Exhibit "K". Tenant shall continuously and without interruption use the Premises for such purpose for the entire Lease Term. Any discontinuance of such use for a period of thirty (30) consecutive calendar days shall be, at Landlord's election, a default by Tenant under the terms of this Lease; provided, however, it shall not be a default if Tenant's closure exceeds such time period if a result of casualty, condemnation, force majeure, and remodeling (pursuant to the terms of the Lease), breach of this Lease by Landlord or other expressly permitted closures agreed to by the parties in writing. Tenant shall proceed to completion, so as to open for business, with commercially reasonable promptness. Subject to the limitations contained in this Article 4, Tenant shall have the right to use the Common Areas, in conjunction with other tenants and during normal business hours, solely for the purposes for which they were intended and for no other purposes. Tenant shall be open for business during Operating Hours which for purposes of this Lease shall be at least 10:00 AM to 6:00 PM Monday through Friday, and 12 Noon to 5 PM Saturdays and Sundays.

4.2 GENERAL LIMITATIONS ON USE: Tenant shall not use the Premises for the display, sale, lease or use of any erotic, salacious or sexually oriented material of any sort. Tenant shall not do or permit anything to be done in or about the Premises, the Building, the Common Areas or the Project which does or could (i) interfere with the rights of or annoy, other tenants, their invitees, or occupants of the Building or the Project, (ii) jeopardize the structural integrity of the Building or any Building or structure in the Project, or (iii) cause damage to any part of the Building or the Project. Tenant shall not operate any equipment within the Premises which does or could (i) injure, vibrate or shake the Premises or the Building, (ii) damage, overload or impair the efficient operation of any electrical, plumbing, heating, ventilating or air conditioning systems within or servicing the Premises or the Building, (iii) damage or impair the efficient operation of the sprinkler system (if any) within or servicing the Premises or the Building. Tenant shall not install any equipment or antennas on or make any penetrations of the exterior walls or roof of the Building. Tenant shall not have any access to and shall not be allowed on the roof of Building. Tenant shall not affix any equipment to or make any penetrations or cuts in the floor, ceiling or walls of the Premises. Tenant shall not place any loads upon the floors, walls, ceiling or roof systems which could endanger the structural integrity of the Building or damage its floors, foundations or supporting structural components. Tenant shall not place any explosive, flammable or harmful fluids or other waste materials in the drainage systems of the Building or the Project. Tenant shall not drain or discharge any fluids in the landscaped areas or across the paved areas of the Project. Tenant shall not use any area located outside the Premises for the storage or display (including but not limited to, any temporary storage, or display at any time) or sale of its materials, supplies, inventory or equipment, and all such materials, supplies, inventory and equipment shall at all times be stored within the Premises. Tenant shall not allow any waste materials to remain within the Premises or in the Common Areas except in (not near or adjacent to) trash containers provided within the Project for that purpose. Tenant shall keep the Premises in neat, clean, attractive and orderly condition, free of any objectionable noises, odors, dust or nuisances which may disturb the quiet enjoyment of other tenants or occupants of the Building or the Project. Tenant shall not commit nor permit to be committed any waste or any nuisance in or about the Premises, the Common Areas or the Project. Notwithstanding anything to the contrary, if Tenant uses the Premises or Project for storage in violation of this Section 4.2, then Landlord shall, after giving Tenant ten (10) days written notice, have the power to remove and discard such stored materials, supplies, inventory and equipment at Tenant's cost and Landlord shall have no liability to Tenant for such removal or discarding.

4.3 NOISE AND EMISSIONS: All noise generated by Tenant in its use of the Premises shall be confined or muffled so that it does not interfere with the business of or annoy other tenants of the Building or the Project. All dust, fumes, odors and other emissions generated by Tenant's use of the Premises shall be sufficiently dissipated in accordance with sound environmental practices and exhausted from the Premises in such a manner so as not to interfere with the businesses of or annoy other tenants of the Building or the Project, or cause any damage to the Premises or the Building or any component part

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thereof or the property of other tenants of the Building or the Project. Notwithstanding the foregoing, smoke and odor that are commercially customary for Tenant's use shall be permitted, and loud speakers within the Premises, Patio Area and entrance to the Premises that are commercially customary for announcement of orders, background music, and other commercially customary uses are permitted provided they are of a commercially reasonable decibel level.

4.4 TRASH DISPOSAL: Landlord shall provide Tenant with a screen dumpster outside of the Premises as depicted on Exhibit "A." Tenant shall provide trash and garbage disposal facilities inside the Premises for all of its trash, garbage and waste requirements, and shall cause such trash, garbage and waste to be regularly removed from the Premises at Tenant's sole cost. Except for its use within its screen dumpster area outside the Premises, Tenant shall keep all areas outside the Premises and all fire corridors and mechanical equipment rooms in or about the Premises free and clear of all trash, garbage, waste and boxes containing same at all times. In order to avoid odors, and flies, all restaurant food waste shall be placed in separate trash bags (or similar containers) and sealed prior to Tenant disposing in the trash bins provided by Landlord at Tenant's cost.

4.5 PARKING: Tenant its employees and invitees shall have the non-exclusive right to use, not more than the number of parking spaces set forth in Article 1 as "Tenant's Number of Parking Spaces." Tenant shall not, at any time, use or permit its employees or invitees to use more parking spaces than the number so allocated to Tenant. Tenant shall not have the exclusive right to use any specific parking space, and Landlord reserves the right to designate from time to time the location of the parking spaces allocated for Tenant's use. In the event Landlord elects or is required by any Law to limit or control parking within the Project, whether by validation of parking tickets or any other method, Tenant agrees to participate in such validation or other program and to cause employees and invitees to so participate. Tenant shall not, at any time, park or permit to be parked, any trucks or vehicles adjacent to entryways or loading areas within the Project so as to interfere in any way with the use of such areas, nor shall Tenant, at any time, park or permit the parking of Tenant's trucks or other vehicles, or the trucks or vehicles of Tenant's suppliers or others, in any portion of the Common Areas not designated by Landlord for such use by Tenant. Tenant shall not, at any time, park or permit to be parked, any recreational vehicles, inoperative vehicles or equipment on any portion of the common parking area or other Common Areas of the Project. Tenant agrees to assume responsibility for compliance by its employees and invitees with the parking provisions contained herein. If Tenant or its employees park any vehicle within the Project in violation of these provisions, then Landlord may charge Tenant, as Additional Rent, and Tenant agrees to pay as Additional Rent, Fifty Dollars (\$50.00) per day for each day or partial day that each such vehicle is parked in violation. Tenant hereby authorizes Landlord, at Tenant's sole expense, to tow away from the Project and store until redeemed by its owner any vehicle belonging to Tenant or Tenant's employees parked in violation of these provisions.

4.6 SIGNS: Tenant shall install, or have installed, a sign within sixty (60) days of the Intended Commencement Date of the Lease. Tenant shall be allowed to use corporate colors and federally-registered trademark logo signs of Rubio's Restaurants, Inc. and its Affiliates (as defined in Section 7.8) on all elevations of the exterior of the Premises in the maximum size permitted by applicable Laws. Landlord shall not unreasonably withhold its consent to other professional signage of Tenant, or changes to Tenant's then-existing signage, that is in strict compliance with Landlord's Sign Regulations (as shown on Exhibit "E") and which complies with applicable Laws. Tenant shall be entitled to use professionally designed signage, including monthly promotional signs, neons and decals relating to either Tenant's identity or products in the interior of the Premises without Landlord's prior approval.

Tenant shall have the right to place Tenant's signage on each elevation of the Premises. Tenant is not entitled to any pylon, monument or directional signs for the pad within the Project, but may have such on Tenant's pad site (as reasonably determined by Landlord) only in full accordance with the terms of this Lease. Landlord will cooperate in a commercially reasonable manner, at no additional cost to Landlord, with Tenant in filing any required signage application, or permit that is in compliance with this Lease. Tenant's sign package is attached hereto as Exhibit "E-1" and shall be deemed approved by Landlord upon Landlord's execution of this Lease.

Any signs, once approved by Landlord to the extent such approval is required, shall be installed only in strict compliance with Landlord's approval, at Tenant's expense, using a person or company first approved in writing by Landlord to install it. Landlord may, without any liability for trespass or otherwise, remove any Signs (not first approved all aspects of the Sign and its attachment as stated above in writing by Landlord), and charge to Tenant the cost of such removal, together with any costs incurred by Landlord to repair any damage caused thereby, including any cost incurred to restore the surface upon which such Sign was so affixed to its original condition. Tenant shall remove any such signs, repair any damage caused thereby, and restore the surface upon which the sign was affixed to its original condition, all to Landlord's reasonable satisfaction, upon the termination of this Lease. It shall be solely Tenant's obligation to insure that all Signs are in compliance with all Laws.

4.7 COMPLIANCE WITH LAWS AND PRIVATE RESTRICTIONS: Tenant shall not use or permit any person to use the Premises in any manner that violates any Laws or Private Restrictions. Tenant shall abide by and shall promptly observe and comply with, at its sole cost and expense, all Laws and Private Restrictions respecting the use and occupancy of the Premises, the Building, the Common Areas or the Project and shall defend with competent counsel, indemnify and hold Landlord harmless from any claims, damages or liability including but not limited to attorneys' fees, court costs and expert witness fees resulting from Tenant's failure to do so.

4.8 COMPLIANCE WITH INSURANCE REQUIREMENTS: Tenant shall not conduct (nor permit any other person to conduct) any activities within the Premises, or store, keep or use anything within the Premises which (i) is prohibited under the terms of any of insurance policies carried by Landlord, (ii) could result in the termination of the coverage afforded under any of such policies, (iii) could give to the insurance carrier the right to cancel any of such policies, or (iv) could cause an increase in the rates (over standard rates) charged for the coverage afforded under any of such policies. Tenant shall comply with all requirements of any insurance company, insurance underwriter, or Board of Fire Underwriters which are necessary to maintain, at standard rates, the insurance coverage carried by either Landlord or Tenant pursuant to this Lease.

4.9 LANDLORD'S RIGHT TO ENTER: Landlord and its agents shall have the right to enter the Premises during normal business hours for the purpose of (i) inspecting the same and showing the Premises to prospective purchasers, mortgagees or tenants; (ii) supplying any services to be provided by Landlord to Tenant; (iii) showing the Premises to prospective purchasers, mortgagees or tenants; (iv) making necessary alterations, additions or repairs; (v) performing any of Tenant's obligations when Tenant has failed to do so after giving Tenant reasonable written notice of its intent to do so; (vi) posting notices of non-responsibility. Additionally, Landlord shall have the right to enter the Premises at times of emergency. Landlord shall have the right to use any means it may deem necessary to enter the Premises in case of an emergency or in the case of a violation of the succeeding sentences. Tenant may not have any additional locks on or in any portion of the Premises, other than the one provided by Landlord, without the prior written consent of Landlord and unless Tenant provides Landlord with a copy of the key to such lock(s). Tenant may not change any lock without the prior written consent of Landlord and unless Tenant provides Landlord with a copy of the key to such lock(s). Tenant may only use a locksmith approved in writing by

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Owner, which approval may not be unreasonably withheld. Any entry to the Premises or portions thereof obtained by Landlord in accordance with this Paragraph shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof, or a trespass and Landlord shall not be liable for any such entry. Landlord shall enter and conduct its activities subject to Tenant's reasonable safety and security regulations and will be reasonable in trying to cause the least possible inconvenience, annoyance, interference and disturbance to Tenant or Tenant's business. Landlord shall make commercially reasonable efforts not to do any act under this Paragraph 4.9, in a way, which would materially or unreasonably interfere with Tenant's access to, or use and enjoyment of, the Premises.

4.10 CONTROL OF COMMON AREAS: Landlord shall have exclusive control of the Common Areas. Except for details of the NO CHANGE AREA as stated in Exhibit "A", Landlord shall have the right, without it constituting an actual or constructive eviction and without entitling Tenant to any reduction or abatement of rent, to: (i) temporarily close any part of the Common Areas to the extent required in the opinion of Landlord's counsel to prevent a dedication thereof or accrual of any prescriptive rights; (ii) temporarily close all or any part of the Common Areas to perform maintenance or for any other reason deemed sufficient by Landlord; (iii) altering improvements within the Common Areas including, without limitation, changing the location of driveways, entrances, exits, parking spaces, parking areas, sidewalks, directional or locator signs, or the direction of the flow of traffic within the Project; and (iv) to make additions to the Common Areas including, without limitation, the construction of parking structures. Landlord shall have the right to change the name or address of the Building. Tenant, in its use of the Common Areas, shall keep the Common Areas free and clear of all obstructions created or permitted by Tenant.

If, in the opinion of Landlord, unauthorized persons are using any of the Common Areas by reason of or under claim or consent of Tenant, upon demand of Landlord, Tenant shall restrain, to the fullest extent then allowed by Law, such unauthorized use, and shall initiate such appropriate proceedings as may be required to so restrain such use. Nothing contained herein shall affect the right of Landlord at any time to remove any unauthorized person from the Common Areas or to prohibit the use of the Common Areas by unauthorized persons, including, without limitation, the right to prohibit mobile food and beverage vendors in exercising any such right regarding the Common Areas. Landlord shall make a reasonable effort to reduce any disruption to Tenant's business based on landlord's rights under this section 4.10.

4.11 RULES AND REGULATIONS: Landlord shall have the right from time to time to establish reasonable rules and regulations and/or amendments or additions thereto respecting the use of the Project, the Common Areas, and the Premises for any reason. Upon delivery to Tenant of a copy of such rules and regulations, amendments or additions, Tenant shall comply with such. A violation by Tenant of any such rules and regulations shall constitute a default by Tenant under this Lease. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall not be responsible or liable to Tenant for the violation of such rules and regulations by any other tenant, their invitees or occupants of the Project. Landlord shall enforce the Rules and Regulations in a commercially reasonable manner. Notwithstanding anything to the contrary contained in this Lease, Landlord agree not to impose any additional rules and regulations at any time applicable to Tenant that will materially affect Tenant's Permitted Use as defined in this Lease.

4.12 ENVIRONMENTAL PROTECTION: Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies in reducing actual or potential environmental damage. Tenant agrees at all times to cooperate fully with Landlord and to abide by all rules and regulations and requirements which Landlord may reasonably prescribe in order to comply with the requirements and recommendations of governmental agencies regulating, or otherwise involved in, the protection of the environment. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation referred to in this section.

4.13 HAZARDOUS SUBSTANCES: Tenant shall not store highly flammable materials or goods, explosives, contraband, live animals, (regardless if they emit odors), or materials or goods which emit odors in or upon the Premises. Tenant agrees to conduct its business and operations on the Premises and Project in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives now in force, which may hereafter be in force, including but not limited to the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act, and State law counterparts and any amendments thereto, including without limitation the Colorado Hazardous Waste Management Act, and not to cause, suffer, or permit any damage or impairment to the health, safety, or comfort of any person or to the environment at the Premises, Project or surrounding property, including but not limited to damage or threatened damage to soil, surface or ground water resources at the Premises, Project and surrounding property. Except for restaurant supplies, including cooking fuels and cleaning solvents, which it shall store and possess in compliance with all Environmental Laws, Tenant covenants that it shall not store, use or possess nor permit the storage of any Hazardous Substance (hereinafter defined) upon the Premises. Hazardous Substance for purposes of this Lease shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq., Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), or any other similar Law, Rule, Regulation or Statute concerning the protection of the environment (collectively "Environmental Laws") or any other item that Landlord reasonably determines is hazardous or reasonably determines is industrial waste, including but not limited to those items that cannot be disposed of lawfully by means of general rubbish or trash removal (that is disposed of without any additional fee, legal requirements or legal liability). Tenant hereby covenants and agrees, at its sole cost and expense, to indemnify, protect and defend and save harmless the Landlord and any of its partners, employees and agents from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time impose upon, incurred by or asserted or awarded against the Landlord, its partners, agents or employees relating to, resulting from or arising out of Tenant's failure to comply with its obligations under sections 4.12, 4.13 or Tenant's violation of any Environmental Law with respect to its use of the Premises, Building, Project or surrounding property. In the event of any violation of or failure to comply with any of the obligations under section 4.12 or this section 4.13, Tenant agrees at its sole cost and expense promptly to remedy and correct such violation or failure, including all required or appropriate clean up, clean up related activities and all other appropriate remedial action. In addition, Landlord shall have the right and not the obligation, to cure Tenant's violation of or failure to comply with the provisions of sections 4.12 and 4.13 at Tenant's sole expense, and Tenant shall in accordance with Section 3.5 (f), reimburse Landlord for all amounts expended in connection with such cure. Landlord shall use reasonable efforts to minimize interference with Tenant's business, but shall not be liable for any interference caused thereby. Notwithstanding any provision contained in this Lease to the contrary, the indemnification provisions set forth in this Paragraph shall survive any expiration and/or termination of this Lease.

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Landlord and its agents upon prior written notice shall have the right, but not the duty to inspect the Premises and Project and conduct tests and investigations at any time to determine whether Tenant is complying with the terms of this Lease. If Landlord determines from any such inspection, tests or investigations that a violation of the law or governmental rule or regulation exists or existed with respect to hazardous materials, hazardous substances or any term or condition of sections 4.12 or 4.13, Tenant shall pay to Landlord upon demand, and in addition to all of the damages provided for herein, all of Landlord's costs or such inspection, test, and investigations.

Tenant shall give Landlord prompt notice of any of the following occurrences arising with regard to the Premises or Tenant's activities:

- (i) the notification of any of the events set forth in section 4.13 to any federal, state or local governmental agency or authority;
- (ii) any notices, claims or allegations of environmental violations or contamination received from any federal, state or local governmental agency or authority or the filing or commencement of any judicial or administrative proceeding by any such agency; or
- (iii) the filing or threatened filing of any judicial or administrative proceeding by any private party alleging injury or threat of injury to property, health, safety or the environment.

Landlord represents and warrants that (i) to Landlord's actual knowledge, the Project, Building, Premises and Common Areas do not contain and are (and will be) free from all Hazardous Substances as of the Intended Commencement Date (except for those disclosed in Exhibit "J"), (ii) Landlord has not received any notification from any governmental or quasi-governmental agency or authority relating to Hazardous Substances (except for those disclosed in Exhibit "J"), in, under or near (but within the Project) the Project, Building and Common Areas, and (iii) Landlord has delivered to Tenant all reports regarding Hazardous Materials relating to the Project, Building and Common Areas which have been prepared and of which Landlord has actual knowledge.

4.14 PROVIDER OF SERVICES: Though not an obligation of Landlord, there may be a provider of telecommunications, satellite, wireless technology, or other similar service in the Building which offers services to tenants of the Building. Landlord makes no warranty, representation, endorsement, or claim regarding said provider, or regarding said services provided by said provider. Tenant's use of said provider is at the sole discretion of Tenant and is not based upon any guarantee, endorsement, warranty, or representation of Landlord. Tenant hereby agrees to hold harmless, waive, and release and indemnify Landlord against any expense, claim, damage, loss, or liability, including but not limited to attorney fees and costs in defense of any action which shall be or may be caused by or arise out of anything done or omitted by such provider of services, and/or regarding said services provided by said provider, and any wireless or other telecommunication systems used by Tenant unless Landlord intentionally and knowingly causes such interference in a grossly negligent manner.

4.15 RADIUS RESTRICTIONS: Intentionally left blank.

ARTICLE 5 REPAIRS, MAINTENANCE, SERVICES AND UTILITIES

5.1 REPAIR AND MAINTENANCE: Except in the case of damage to or destruction of the Premises, the Building or the Project caused by an Act of God or other peril, in which case the provisions of Article 10 shall control, the parties shall have the following obligations and responsibilities with respect to the repair and maintenance of the Premises, the Building and the Common Areas.

A. Tenant's Obligation: Tenant shall, at all times during the Lease Term and at its sole cost and expense, regularly clean and continuously keep and maintain in good order, condition and repair the Premises and every part thereof and all appurtenances thereto, including, without limiting the generality of the foregoing, (i) all interior walls, floors and ceilings, (ii) all windows, doors and skylights, (iii) all electrical wiring, conduits, connectors exclusively serving the Premises to the point of common connection with another, and fixtures, (iv) all plumbing, pipes, sinks, toilets, faucets and drains, exclusively serving the Premises to the point of common connection with another, (v) all lighting fixtures, bulbs and lamps, (vi) all heating, ventilating and air conditioning equipment located within the Premises or located outside the Premises (e.g. rooftop compressors) and serving the Premises (other than Central HVAC as defined in Subparagraph B below), (vii) all entryways to the Premises. Tenant, if requested to do so by Landlord, shall hire, at Tenant's sole cost and expense, a licensed heating, ventilating and air conditioning contractor to regularly and periodically inspect (not less frequently than every three (3) months) and perform required maintenance on the heating, ventilating and air conditioning equipment and systems serving the Premises, or alternatively, Landlord may so contract in its own name for such regular and periodic inspections of and maintenance on such heating, ventilating and air conditioning equipment and systems and charge to Tenant, as Additional Rent, the cost thereof; and (viii) roof and all structural matters of the Premises. Tenant shall, at its sole cost and expense, repair all damage to the Building, the Common Areas or the Project caused by the activities of Tenant, its employees, invitees or contractors promptly following written notice from Landlord to so repair such damage. If Tenant shall fail to perform the required maintenance or fail to make repairs required of it pursuant to this Paragraph within a reasonable period of time following notice from Landlord to do so, then Landlord may, at its election and without waiving any other remedy it may otherwise have under this Lease or at Law, perform such maintenance or make such repairs and charge to Tenant, as Additional Rent, the costs so incurred by Landlord for same. All glass within or a part of the Premises, both interior and exterior, is at the sole risk of Tenant and any broken glass shall promptly be replaced by Tenant at Tenant's expense with glass of the same kind, size and quality. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Premises. Tenant shall keep the area in front of the Premises, including but not limited to sidewalks and stairs, free from ice and snow, litter, debris, dirt, and obstruction.

B. Landlord's Obligation: Landlord shall, at all times during the Lease Term, maintain in good condition and repair: (i) the Common Areas; and (ii) the electrical and plumbing systems and all utility systems located outside the Premises to point of connection except as stated in 5.1A., which service the Building. Landlord shall operate, maintain and repair the Common Areas, or cause the Common Areas to be operated, maintained and repaired, in a manner consistent with other first class shopping centers in the suburban Denver metropolitan area, including, but not limited to, maintenance and repair of parking lots and performing snow removal. Landlord shall keep the Common Areas in a neat, clean and orderly condition, properly surfaced, painted, landscaped and lighted in a manner consistent with other first class shopping centers in the suburban Denver metropolitan area.

5.2 SERVICES AND UTILITIES: The parties shall have the following responsibility and obligations with respect to obtaining and providing the following utilities and other services to the Premises. All costs in obtaining and providing the below listed items shall be included and deemed to be Project Maintenance Costs as defined below, except as otherwise specifically stated herein.

A. Gas and Electricity: Tenant shall be responsible for determining if the local supplier of gas and/or electricity can supply the needs of Tenant and whether or not the existing gas and/or electrical distribution systems within the Building and the Premises are adequate for Tenant's needs. Tenant shall arrange for the supply of gas and electricity to the Premises and shall pay all charges for same as so supplied to the Premises.

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B. Water: Tenant shall be responsible for paying for its water as separately metered to the building.

C. Security Service: Tenant acknowledges that Landlord is not responsible for the security of the Premises or the protection of Tenant's property or Tenant's employees, invitees or contractors, and that to the extent Tenant determines that such security or protection services are advisable or necessary, Tenant shall arrange for and pay the costs of providing same.

D. Trash Disposal: Landlord will provide one trash bin for each Building within the Project for use by the tenants of such Building for disposal of waste only and for no other purpose. In no event shall Tenant use the trash bins provided by Landlord for disposal of any of its industrial waste, and in no event shall Landlord be required to provide extra bins for such purpose or because other tenants of the Building or the Project are using such bins for such purpose. Tenant shall firmly close and seal all trash bins after use. Tenant shall be responsible for paying for its trash bin provided for its building.

5.3 RENT REDUCTION OR ABATEMENT: Tenant shall not be entitled to terminate this Lease nor be entitled to any reduction in or abatement of rent by reason of (i) Landlord's failure to perform any maintenance or repairs to the Project, or (ii) any failure, interruption, rationing or other curtailment in the supply of water, electric current, gas or other utility service to the Premises, the Building or the Project from whatever cause, other than Landlord's gross negligence or willful acts, or (iii) the unauthorized intrusion or entry into the Premises by third parties (other than Landlord). Tenant's remedies shall be limited to those stated in Paragraph 12.3. Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies or utility suppliers in reducing energy or other resource consumption within the Project. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation. Tenant agrees at all times to cooperate fully with Landlord and to abide by all reasonable rules established by Landlord in order to maximize the efficient operation of the electrical, heating, ventilating and air conditioning systems and all other energy or other resource consumption systems within the Project and/or (ii) in order to comply with the requirements and recommendations of utility suppliers and governmental agencies regulating the consumption of energy and/or other resources.

Notwithstanding the foregoing, if there is a failure, interruption, or other curtailment in the supply of water, electric current, gas, or other utility service to the Premises that is not due to any act or omission of Tenant, and (a) Tenant gives Landlord three (3) business days notice to cure such, (b) it is in Landlord's reasonable control to cure such, and (c) Landlord does not (i) either so cure such within such three (3) business day period or (ii) take reasonable efforts to so cure such within such three (3) business day period, then Tenant's Basic Monthly and Additional rent shall be abated or reduced, as the case may be, based upon reduction in use of the Premises based upon such failure interruption, or other curtailment.

ARTICLE 6 ALTERATIONS AND IMPROVEMENTS

6.1 BY TENANT: Tenant shall not make any alterations or modifications or construction of improvements to or in or about the Premises ("Alterations") that affects structure or any building systems or affects the outside appearance of the Premises without Landlord's prior written approval. Tenant shall not make any other alterations or modifications or construction of improvements to or in or about the Premises ("Alterations") without Landlord's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, and then not until Landlord shall have first approved in writing the plans and specifications thereof. Notwithstanding the above, provided that Tenant shall have given Landlord at least seven (7) business days prior written notice of its intention to commence such work so that Landlord may post and file Notices of Non-Responsibility, Tenant may without the written consent of Landlord make Alterations, that do not affect structure, any building systems, or affects the outside appearance of the Premises in an amount not to exceed fifty thousand dollars (\$50,000.00) annually. All such Alterations once so approved, shall be made, constructed or installed by Tenant at Tenant's expense, using a licensed contractor first approved by Landlord in writing in strict compliance with the Landlord-approved plans and specifications thereof. All work undertaken by Tenant shall be done in accordance with all Laws and in a good and workmanlike manner using new materials of good quality. Tenant shall not commence the making of any such Alterations until (i) all required governmental approvals and permits shall have been obtained, (ii) all requirements regarding insurance imposed by this Lease have been satisfied, (iii) Tenant shall have given Landlord at least seven (7) business days prior written notice of its intention to commence such work so that Landlord may post and file Notices of Non-Responsibility, and (iv) if requested by Landlord, Tenant shall have obtained contingent liability and broad form builder's risk insurance in an amount satisfactory to Landlord to cover any perils relating to the proposed work not covered by insurance carried by Tenant pursuant to Article 9, and/or Tenant shall provide Landlord with proof that its contractor has such insurance as Landlord may reasonably require. In no event shall Tenant make any modifications, alterations or improvements to the Common Areas or any areas outside of the Premises. The term "Alterations" shall include, without limitation, the installation of additional electrical outlets, overhead lighting fixtures, drains, sinks, partitions, doorways, or the like. In the event that Tenant receives Landlord's prior written approval to commence any Alterations, then, as condition precedent to Tenant's commencing such Alterations, Tenant shall submit to Landlord the following items: (i) all architectural, engineering, construction and/or design drawings, plans specifications, studies, reports; and (ii) an original signed copy of the contract between Tenant and any and all contractors, subcontractors, materialmen or suppliers together with copies of any and all subcontracts and supply contracts relating to the Alterations; (iii) an executed indemnification from Tenant's general contractor in a form acceptable to Landlord; (iv) originally signed lien waivers from all subcontractors and materialmen or suppliers for all work done and/or material supplied in connection with the Alterations; and (v) an originally signed general release of liens from Tenant's general contractor in a form acceptable to Landlord. Upon completion of the Alterations, Tenant shall also submit to Landlord: (i) a certification from Tenant's general contractor and, if requested by Landlord, from Tenant's architect, certifying that each has inspected the Premises not more than five (5) days prior to the date of the certification and that the Alterations have been constructed in good and workmanlike manner and in substantial accordance with the Plans and Specifications and with the requirements of the governmental authorities having jurisdiction or control over same, and that all materials for which payment has been made by Tenant have been delivered to and have been incorporated into the Premises; and (ii) final unconditional certificate(s) of occupancy, or the equivalent issued by the applicable governmental authority.

6.2 OWNERSHIP OF IMPROVEMENTS: All Alterations made or added to the Premises by Tenant (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall be deemed real property and a part of the Premises, but shall remain the property of Tenant during the Lease Term. Any such Alterations, once completed, shall not be altered or removed from the Premises during the Term without Landlord's prior written approval. Except as expressly provided in this Lease, at the expiration or sooner termination of this Lease, all such modifications, alterations and improvements (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall automatically become the property of Landlord and shall be surrendered to Landlord as a part of the Premises as required pursuant to Article 2, unless Landlord shall require Tenant to remove any of such Alterations in accordance with the provisions of Article 2, in which case Tenant shall so remove same. If Tenant does not so remove any of such Alterations, then Landlord shall have the right all the rights stated in 2.6 above. All lighting, plumbing, electrical, heating, ventilating and air conditioning fixtures, partitioning, window coverings, wall coverings and floor coverings installed by Tenant shall be deemed improvements to the Premises and not trade fixtures of Tenant.

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At time of surrendering the Premises to Landlord, Tenant may after receiving Landlord's written consent make such changes and alterations as are necessary to prevent the Premises from being recognized by the general public as a Rubio's Coastal Grill (or such other trade name utilized by Tenant). The rights reserved to Tenant herein include the right to (i) remove the umbrellas and outdoor seating in the Patio Area; (ii) remove Tenant's trade name, trademarks and all indicia of identity from all buildings, signs and other improvements; and (iii) any other changes consistent with preventing the Premises from being recognized by the general public as a Rubio's Fresh Mexican Grill (or such other trade name utilized by Tenant). Tenant shall, at its sole cost and expense, repair any damage caused by such removal, change or alteration. Landlord agrees to be reasonable in approving such changes as are necessary for Tenant to remove its Trade Name from the premises.

6.3 ALTERATIONS REQUIRED BY LAW: Subject to sections 6.1 and 6.2, Tenant shall make all modifications, alterations and improvements to the Premises, at its sole cost, that are required by any Law because of (i) Tenant's use or occupancy of the Premises, (ii) Tenant's application for any permit or governmental approval, or (iii) Tenant's making of any modifications, alterations or improvements to or within the Premises. If Landlord shall, at any time during the Term, be required by any governmental authority to make any modifications, alterations or improvements to the Building, Common Areas or the Project, the cost incurred by Landlord in making such modifications, alterations or improvements, shall be amortized by Landlord over the useful life of such modifications, alterations or improvements, as reasonably determined by Landlord, and the monthly amortized cost of such modifications, alterations and improvements as so amortized shall be considered a Project Maintenance Cost. However if such modifications, alterations or improvements to the Building, Common Areas or the Project are required based upon (i) through (iii) in the first sentence of this 6.3, then Tenant shall be liable to Landlord for the cost of such.

6.4 LIENS: Tenant will not suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Land, Building, or Premises, or any part thereof, by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any such lien shall at any time be filed, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, bond, or as otherwise provided by Law. This obligation shall survive any termination of the Lease. If Tenant shall fail to so discharge the lien, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due by bonding or other proceedings. Landlord may also at any time require the Tenant to post a bond with an entity satisfactory to Landlord in an amount one and one-quarter (.25) times the amount of the lien. If Tenant shall not immediately make such payment upon the request of Landlord, Landlord may make said payment in the amount so paid together with interest thereon from the date of payment and all legal costs and charges, including attorney fees incurred by Landlord in connection with said payment, shall be deemed Additional Rent and shall be payable on the next date on which a Base Rental installment is due. Any amount so paid by Landlord, plus all of Landlord's costs and expenses associated therewith, shall be paid by Tenant to Landlord on demand, with interest thereon at the Reimbursement Interest Rate from the due date until paid.

ARTICLE 7 ASSIGNMENT AND SUBLETTING BY TENANT

7.1 BY TENANT: Tenant shall not sublet the Premises (or any portion thereof) or assign or encumber its interest in this Lease, whether voluntarily or by operation of Law, without Landlord's prior written consent first obtained which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted subletting, assignment or encumbrance without Landlord's prior written consent, at Landlord's election, shall constitute a default by Tenant under the terms of this Lease. The acceptance of rent by Landlord from any person or entity other than Tenant, or the acceptance of rent by Landlord from Tenant with knowledge of a violation of the provisions of this Paragraph, shall not be deemed to be a waiver by Landlord of any provision of this Article or to be a consent to any subletting by Tenant or any assignment or encumbrance. Landlord shall not be deemed to have unreasonably withheld its consent if, in the reasonable judgment of Landlord: (i) the transferee or its business is not consistent with the quality of the Building or not a permitted use under this Lease; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease or the sublease, as applicable; (iii) the transferee (or subsidiary or parent of transferee) is a tenant of, or negotiating for space in, the Project within the last six (6) months; (v) Tenant is in Default under this Lease; (vi) transferee may be entitled, directly or indirectly, to diplomatic or sovereign immunity, is a governmental unit of any kind, or shall not be subject to the service of process in, and the jurisdiction of the courts of the State of Colorado or (vi) in the reasonable judgment of Landlord, such a Transfer would violate any term, condition, covenant or agreement of Landlord involving the Project or any other tenant's lease within it.

7.2 MERGER OR REORGANIZATION: If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of Law, of any general partner, or the dissolution of the partnership, shall be deemed a voluntary assignment of Tenant's interest in this Lease. If Tenant is a corporation, limited liability or any other entity, except as set forth in Section 7.8, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer in the aggregate over the Lease Term of a controlling percentage of the capital stock or interest of Tenant, shall be deemed a voluntary assignment of Tenant's interest in this Lease. The phrase "controlling percentage" means the ownership of and the right to vote stock or ownership interest possessing more than twenty-five (25%) percent of the total combined voting power of all ownership interest in Tenant. If Tenant is a limited liability company, a withdrawal or change, voluntarily, involuntary, or by operation of law, of any manager or the dissolution of the limited liability company, or a change in more than twenty-five percent (25%) over the Lease Term of the members of the limited liability company shall be deemed a voluntary assignment of Tenant's interest in this Lease. If Tenant is a partnership and a general partner is a corporation, partnership or a limited liability company, then any dissolution, merger, consolidation, or other reorganization of the general partner or the sale or other transfer in the aggregate over the Lease Term of more than 25% of the capital stock or interest of the general partner shall be deemed to be a voluntary assignment of Tenant's interest in this Lease. See article 15.6

7.3 LANDLORD'S ELECTION: If Tenant shall desire to assign its interest under this Lease or to sublet all or any portion of the Premises and Landlord's consent is required, Tenant must first notify Landlord, in writing, of its intent, at least sixty (60) days in advance of the date it intends to so assign or sublet but not sooner than one hundred eighty (180) days in advance of such date, specifying in detail the terms of such proposed assignment or subletting, including the name of the proposed assignee or sublessee, the proposed assignee's or sublessee's intended use of the Premises, a current Financial Statement of such proposed assignee or sublessee, the proposed form of documents to be used in effectuating such assignment or subletting, and a nonrefundable processing fee of one thousand dollars (\$1,000.00) made payable to Landlord or its agent. Landlord shall have a period of thirty (30) days following receipt of such notice within which to do one of the following: to either (i) consent to such requested assignment or subletting subject to Tenant's compliance with the conditions set forth in Paragraph 7.4 below, or (ii) refuse, in Landlord's sole and absolute discretion, to so consent to such requested assignment or subletting. Within ten (10) days of Tenant's notification to Landlord as stated in first sentence of this Paragraph 7.3, Tenant covenants and agrees to supply to Landlord, (i) two years income tax returns of the proposed transferee; (ii) balance sheets and profit and loss statements

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prepared by CPAs of the proposed transferee; (iii) banking references of the proposed transferee; (iv) resume of the business background experience of proposed transferee; (v) business and personal references for the proposed transferee; and (vi) resume of all principals, and any other relevant information which Landlord may reasonably request respecting such proposed assignment or subletting and/or the proposed assignee or sublessee.

7.4 CONDITIONS TO LANDLORD'S CONSENT: If Landlord elects to consent, or shall have been ordered to so consent by a court of competent jurisdiction, to such requested assignment, subletting or encumbrance, such consent shall be expressly conditioned upon the occurrence of each of the conditions below set forth, and any purported assignment, subletting or encumbrance made or ordered prior to the full and complete satisfaction of each of the following conditions shall be void and, at the election of Landlord, which election may be exercised at any time following such a purported assignment, subletting or encumbrance but prior to the satisfaction of each of the stated conditions, shall constitute a default by Tenant under this Lease. The conditions are as follows:

A. Landlord having approved in form and substance the assignment or sublease agreement (or the encumbrance agreement). Such sublease agreement shall contain a clause stating that if Tenant is in default under this Lease, then upon notice from Landlord to the sub-tenant, sub-tenant shall and is authorized by Tenant, to pay to Landlord, any amounts sub-tenant owes to Tenant. Such payment of monies from subtenant to Landlord shall not be deemed to create a Landlord and Tenant relationship between sub-tenant and Landlord.

B. Each such sublessee or assignee having agreed, in writing satisfactory to Landlord and its counsel and for the benefit of Landlord, to assume, to be bound by, and to perform the obligations of this Lease to be performed by Tenant (or, in the case of an encumbrance, each such encumbrancer having similarly agreed to assume, be bound by and to perform Tenant's obligations upon a foreclosure or transfer in lieu thereof).

C. Tenant having fully and completely performed all of its obligations under the terms of this Lease through and including the date of such assignment or subletting.

D. In addition to the processing fee referred to above, Tenant having reimbursed to Landlord all reasonable costs and attorney's fees incurred by Landlord in conjunction with the processing and documentation of any such requested subletting, assignment or encumbrance, regardless if the requested subletting, assignment or encumbrance is consummated or completed. Landlord agrees that the attorney fees incurred by Landlord that are owed by Tenant, shall be limited to no more than Three Thousand Dollars (\$3,000.00).

E. Tenant having delivered to Landlord a complete and fully executed duplicate original of such sublease agreement, assignment agreement or encumbrance (as applicable) and all related agreements.

F. Tenant having paid, or having agreed in writing to pay as to future payments, to Landlord one-hundred percent (100%) of all excess rentals to be paid to Tenant or to any others on Tenant's behalf or for Tenant's benefit for such assignment or subletting. This clause shall not apply to those transfers permitted under 7.8 Landlord Consent Not Required.

G. Base Monthly Rent under the assignment or sublease to be at the current prevailing market rate.

H. If Landlord does not consent to such requested assignment or subletting and Tenant believes that such refusal to consent is a default under this Lease, then Tenant shall be entitled to petition a court of competent jurisdiction to determine that such refusal is a default under this Lease. If Tenant prevails, Landlord shall be required to consent to said sublease or assignment. This shall be Tenant's sole remedy. Tenant shall not be entitled to any damages based upon such default in excess of twenty five thousand dollars (\$25,000.00), unless it is determined that Landlord has acted in bad faith in which case damages shall be limited to no more than seventy five thousand dollars (\$75,000.00).

7.5 EXCESS RENTALS DEFINED: Tenant agrees that the portion of any excess rentals arising from any assignment or subletting by Tenant which is to be paid to Landlord pursuant to this Article now is and shall then be the property of Landlord and not the property of Tenant. Landlord shall not be entitled to any assignment consideration or excess rental based upon any assignment or sublease by Tenant that is pursuant to Section 7.8 of this Lease.

7.6 GOOD FAITH: The rights granted to Tenant by this Article are granted in consideration of Tenant's express covenant that all pertinent allocations which are made by Tenant between the rental value of the Premises, this Lease and the value of any of Tenant's personal property which may be conveyed or leased generally concurrently with and which may reasonably be considered a part of the same transaction as the permitted assignment or subletting shall be made fairly, honestly and in good faith. If Tenant shall breach this Covenant of Good Faith, Landlord may immediately declare Tenant in default under the terms of this Lease and terminate this Lease and/or exercise any other rights and remedies Landlord would have under the terms of this Lease in the case of a material default by Tenant under this Lease. All payments required by this Article to be made to Landlord shall be made in cash in full as and when they become due. At the time Tenant, Tenant's assignee or sublessee makes each such payment to Landlord, Tenant, Tenant's assignee or sublessee, as the case may be, shall deliver to Landlord an itemized statement in reasonable detail showing the method by which the amount due Landlord was calculated and certified by the party making such payment as true and correct.

7.7 EFFECT OF LANDLORD'S CONSENT: No subletting, assignment or encumbrance, even with the consent of Landlord, shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant. Consent by Landlord to one or more assignments or encumbrances of Tenant's interest in this Lease or to one or more sublettings of the Premises shall not be deemed to be a consent to any subsequent assignment, encumbrance or subletting.

7.8 LANDLORD CONSENT NOT REQUIRED: Notwithstanding anything in this Agreement to the contrary, Tenant shall, provided that it give no less than sixty days prior written notice of such transfer with such documentation as Landlord may reasonably request, have the right to assign, sublet, or otherwise transfer its interest in this Lease to: (a) any Affiliate provided Tenant remains fully liable for full performance of all its obligations under this lease and the net worth of the transferee is no less than three million dollars at the time of the transfer (Affiliate is defined below); (b) any entity acquiring substantially all of the assets of Tenant; (c) another entity in connection with the merger of Tenant with such entity so long as such merged company has substantially all of the assets of Tenant provided Tenant remains fully liable for full performance of all its obligations under this lease and the net worth of the transferee is no less than three million dollars at the time of the transfer; (d) in connection with any public offering of Tenant's stock or any other transfer to an entity that is a public company so long as such company has a net worth of no less than three million dollars at the time of the transfer; or (e) to a franchisee; provided that in all events, such transferee, assignee, sublessee, or licensee shall, within fifteen (15) days after the effective date of any such transfer, execute and deliver to Landlord an instrument in form and content satisfactory to Landlord and executed by Tenant and such assignee, sublessee, or transferee, as the case may be and Tenant remains fully liable for full performance of all its obligations under this lease.

For purposes of this Section 7.8, "Affiliate" shall mean any entity which is controlled by (directly or indirectly) Tenant, or which controls (directly or indirectly) Tenant, or which is under common control with Tenant and "franchisee" shall mean an individual or entity who acquires the rights by a franchise in accordance with all applicable state and federal laws, to operate a restaurant under Tenant's Trade Name on the Premises.

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ARTICLE 8
LIMITATION ON LANDLORD'S LIABILITY AND INDEMNITY

8.1 LIMITATION ON LANDLORD'S LIABILITY AND RELEASE: Except for Landlord's willful intentional acts or omissions, Landlord shall not be liable to Tenant for, and Tenant hereby releases Landlord, its principals, partners, agents, contractors, successors and officers from any and all liability, whether in contract, tort, or on any other basis, for any injury to or damage sustained by Tenant, its agents, employees, contractors or invitees; or any damage to Tenant's or such person's or entity's property; resulting from or attributable to the condition of, the management of, the maintenance of, or the protection of the Premises, the Building, the Project or the Common Areas, or any act or omission of the Landlord its partners, agents, successors, or officers, including but not limited to, without limitation, any such injury, damage or loss resulting from: (i) the failure, interruption, rationing or other curtailment or cessation in the supply of electricity, electrical current, water, gas or other utility service to the Project, the Building or the Premises from whatever cause; (ii) the vandalism or forcible entry into the Building or the Premises by Landlord or third parties; (iii) the penetration of water into or onto any portion of the Premises through roof leaks, frozen, cut or burst pipes, or otherwise; (iv) the failure to provide security and/or adequate lighting in or about the Project, the Building or the Premises; (v) the existence of any design or construction defects within the Project, the Building or the Premises; (vi) the failure of any mechanical systems to function properly (such as the HVAC systems); or (vii) the blockage of access to any portion of the Project, the Building or the Premises; or (viii) Landlord's failure to perform an obligation expressly undertaken pursuant to this Lease unless the requirements of section 12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES have been complied with by Tenant. Tenant warrants, for the benefit of Landlord, that Tenant has the power to release fully all claims and to discharge all liabilities of Landlord as and to the extent set forth in this Paragraph. Notwithstanding the above, if Landlord alleges Tenant is in default, Tenant will not be deemed to have waived its right to allege that Landlord would be in default if the only reason Landlord is not in default is that it has not received notice to cure pursuant to section 12.3; provided that Tenant provides such notice to cure promptly.

Landlord shall not be liable for any damages arising from, nor shall Landlord be deemed to have constructively evicted Tenant based on any act, neglect or default of any other tenant, if any, within the Project or within the Building.

8.2 TENANT'S INDEMNIFICATION OF LANDLORD: Tenant shall defend, with counsel satisfactory to Landlord, any claims made or legal actions filed or threatened by third parties against Landlord with respect to the violation of any Law or the death, bodily injury, personal injury, damage to property or interference with a contractual or property right suffered by any third party (including other tenants within the Project) which (i) occurred within the Premises or (ii) resulted directly or indirectly from Tenant's or invitees use or occupancy of the Premises, Project, Building or the Common Areas or (iii) resulted from Tenant's activities in or about the Premises, the Building or the Project, (including but not limited to resulting from food, products or articles sold) and Tenant shall indemnify and hold Landlord, Landlord's principals, employees and agents harmless from any loss (including loss of rents by reason of vacant space which otherwise would have been leased but for such activities), liability, penalties, or expense whatsoever (including any legal fees incurred by Landlord with respect to defending such claims) resulting therefrom, except to the extent proximately caused by the willful misconduct of Landlord.

8.3 LANDLORD'S INDEMNIFICATION OF TENANT: Landlord shall defend, with competent counsel reasonably satisfactory to Tenant, any claims made or legal actions filed or threatened by third parties against Tenant with respect to the death, bodily injury, personal injury, damage to property suffered by any third party resulted solely from Landlord's activities in or about the Building or the Project, including but not limited to hazardous materials, (but not including activities on the Premises unless a result of Landlord's gross negligence), and Landlord shall indemnify and hold Tenant, Tenant's principals and employees harmless from any loss (except as otherwise excepted in this Lease), liability, penalties, or expense whatsoever (including any legal or arbitration fees incurred by such claims) resulting therefrom, except to the extent proximately caused by the negligence or misconduct of Tenant, its agents, invitees, employees or contractors.

8.4 SURVIVAL OF INDEMNIFICATION: The indemnities set forth in this Article 8 shall survive the termination of this Lease.

ARTICLE 9
INSURANCE

9.1 TENANT'S INSURANCE: Tenant shall maintain insurance complying with all of the following:

A. Tenant shall procure, pay for and keep in full force and effect, at all times during the Lease Term, the following:

(1) Commercial General Liability Insurance insuring Tenant against liability for bodily injury, death, property damage and personal injury occurring at the Premises, or resulting from Tenant's use or occupancy of the Premises, Project, Building, Property, or Common Areas or resulting from Tenant's activities or products in or about the Premises. Such insurance shall be on an occurrence basis with limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 products-completed operations aggregate. The policy or policies shall name as additional insureds Landlord the property manager and such others as are designated by Landlord as additional insureds in the form equivalent to CG 2026 04/13 (Additional Insured - Designated Person or Organization) or their equivalent as reasonably determined by Landlord shall (if commercially available) contain the following additional endorsement: "The insurance afforded to the additional insureds is primary insurance. If the additional insureds have other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insureds shall be excess and non-contributing with the insurance provided by the Tenant. If the policy insures more than one location, it shall be endorsed to show that the limits and aggregate apply per location. Tenant's policy shall also contain the severability of interest waiver of subrogation, contractual liability coverage, and cross-liability endorsement or clauses.

(2) Fire and Property Damage Insurance in so-called Special Form plus flood coverage insuring Tenant against loss from physical damage to Tenant's personal property including but not limited to any tenant improvements that Tenant has an interest in, inventory, stock, trade fixtures and improvements within at or around the Premises (including but not limited to the Common Areas) with coverage for the full actual replacement cost thereof;

(3) Plate-glass Insurance, at actual replacement cost;

(4) Boiler and Machinery Insurance, if applicable;

(5) Product Liability Insurance (including without limitation Liquor Liability insurance for liability arising out of the distribution, sale, or consumption of food and/or beverages if Tenant's operations include such activity, all which may be included in Tenant's Commercial General Liability Insurance;

(6) Workers' Compensation Insurance and any other employee benefit insurance sufficient to comply with all Laws

(7) With respect to making of alterations or the construction of improvements or the like undertaken by Tenant, Contingent Liability and Builder's Risk Insurance or alternatively by a Special Form Fire and Property Damage Policy, in an amount and with coverage satisfactory to Landlord;

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(8) Business Income and Extra Expense Insurance; and

(9) Comprehensive Auto Liability Insurance with a combined single limit coverage of \$1,000,000.00 for bodily injury and/or property damage liability for; a) Any autos b) Hired autos and c) Non-owned autos .. The policy shall be endorsed to provide thirty (30) days written notice of cancellation to Landlord.

(10) Employers Liability Insurance in an amount not less than \$1,000,000.00 per accident, \$1,000,000.00 disease each employee, \$1,000,000.00 policy limit.

B. All insurance policies required to be carried by Tenant pursuant to this Article with respect to the Premises, Project, Building, Property, or Common Areas and its business, (i) shall be in a form satisfactory to Landlord, (ii) shall be provided by carriers with a Best rating of "A/VI" or better and/or acceptable to Landlord. Property insurance shall contain a waiver of subrogation against Landlord, its principal, employees, agents and contractors which might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its principals, employees, agents or contractors. Each policy of liability insurance required to be carried by Tenant pursuant to this paragraph shall have no deductible in excess of \$25,000.00

C. Prior to the time Tenant or any of its contractors enter the Premises, Tenant shall deliver to the Landlord with respect to each policy of insurance required to be carried by Tenant pursuant to this Article, a certificate of the insurer certifying, in a form reasonably satisfactory to the Landlord, that the policy has been issued and premium paid providing the coverage required by this Article and containing the provisions herein. Attached to such a certificate shall be endorsements naming Landlord as additional insured, and including the wording for primary insurance above. With respect to each renewal or replacement of any such insurance, the requirements of this Article must be complied with not less than thirty (30) days prior to the expiration or cancellation of the policy being renewed or replaced. Landlord may at any time and from time-to-time inspect and/or copy any and all insurance policies required to be carried by Tenant pursuant to this Article. If at any time Landlord's lender in its sole determination, or upon any five (5) year anniversary following the Commencement Date Landlord reasonably determines at any time that the form or amount of coverage set forth in Article 9.1 (A) for any policy of insurance Tenant is required to carry pursuant to this Article is not adequate, then Tenant shall increase the amount of coverage for such insurance to such greater amount or change the form as Landlord's lender, insurance broker or advisor or counsel reasonably deems adequate (provided however such increase level of coverage may not exceed the level of coverage for such insurance commonly carried by comparable businesses similarly situated and operating under similar circumstances).

D. The Commercial General Liability Insurance carried by Tenant shall specifically insure the performance by Tenant of the indemnification provisions set forth in Article 8.2 of this Lease provided, however, nothing contained in this Article 9 shall be construed to limit the liability of Tenant under the indemnification provisions set forth in said Article 8.2.

E. In the event that Landlord or its agent is an additional or named insured under any policy referred to in this Article, then Landlord shall have the right, and Tenant hereby gives Landlord the right, to make a claim under said policy for any loss incurred or that may be incurred by Landlord or its agent.

F. Tenant's obligation to carry the insurance required by this Article 9 may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant and/or by one or more umbrella or excess liability policies; provided, however, that the coverage afforded Landlord will not be reduced or diminished by reason of the use of a blanket policy of insurance, and provided further that the requirements set forth in this Article 9 are otherwise satisfied.

9.2 LANDLORD'S INSURANCE: With respect to insurance maintained by Landlord:

A. Landlord shall maintain, Property Insurance in so-called Special Form insuring Landlord (and such others as Landlord may designate) against loss from physical damage to the Project, Common Area and the Building with coverage of not less than one hundred percent (100%) of the full actual replacement cost thereof and against loss of rents for a period of not less than twelve (12) months. Such Property Damage Insurance, at Landlord's election but without any requirement on Landlord's behalf to do so, (i) may be written in so-called Special Form, excluding only those perils commonly excluded from such coverage by Landlord's then property damage insurer; (ii) may provide coverage for physical damage to the improvements so insured for up to the entire full actual replacement cost thereof; (iii) may be endorsed to include or separate policies may be carried to cover loss or damage caused by any additional perils against which Landlord may elect to insure, including flood and/or earthquake; (iv) may provide coverage for loss of rents for a period of up to twelve (12) months; and/or (v) may contain "deductibles" per occurrence in an amount reasonably acceptable to Landlord. Landlord shall not be required to cause such insurance to cover any of Tenant's personal property, inventory and trade fixtures, or any modifications, alterations or improvements made or constructed by Tenant to or within the Premises.

B. Landlord shall maintain Commercial General Liability Insurance insuring Landlord (and such others as are designated by Landlord) against liability for personal injury, bodily injury, death, and damage to property occurring in, on or about, or resulting from the use or occupancy of the Property, or any portion thereof, with combined single limit coverage of at least One Million Dollars (\$1,000,000.00). Landlord may carry such greater coverage as Landlord or Landlord's Lender, insurance broker or advisor or counsel may from time to time determine is reasonably necessary for the adequate protection of Landlord and the Property.

C. Landlord may maintain any other insurance that in the opinion of its insurance broker or advisor or legal counsel is prudent to carry under the given circumstances.

D. All insurance carried by Landlord pursuant to this Article shall be by carriers with a Best rating of "A/VI."

E. Landlord's obligations under this paragraph 9.2 shall be waived if a successor landlord is an insurance company, bank, REIT, or other similar institutional lender with a tangible net worth in excess of \$ 100,000,000.

9.3 MUTUAL WAIVER OF SUBROGATION: Landlord hereby releases Tenant, and Tenant hereby releases Landlord and its respective principals, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Premises or the Property which is caused by or results from a peril or event or happening which would be covered by insurance required to be carried by the party sustaining such loss under the terms of this Lease, or is covered by insurance actually carried and in force at the time of the loss, by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss, and to the extent such insurance is not prejudiced thereby.

ARTICLE 10 DAMAGE TO PREMISES

10.1 LANDLORD'S DUTY TO RESTORE: If the Premises are damaged by any peril after the Effective Date of this Lease, Landlord shall restore the Premises, pursuant to this paragraph, unless this Lease is terminated by Landlord pursuant to Paragraph 10.2. All insurance proceeds available from the fire and property damage insurance carried by Landlord shall be paid to and become the property of Landlord. Whether or not this Lease is terminated pursuant to Paragraph 10.2 or otherwise, all insurance proceeds available from insurance carried by Tenant which covers loss to property that is Landlord's property or would become Landlord's property on termination of this Lease shall be paid to and become the property of Landlord, and the

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remainder of such proceeds shall be paid to and become the property of the Tenant. However, such payment to Tenant shall be deemed to be paid in trust in order to replace with similar property of no less value. If this Lease is not so terminated, then upon receipt of the insurance proceeds (if the loss is covered by insurance) and the issuance of all necessary governmental permits, Landlord shall commence and prosecute to completion the restoration of the Premises, to the extent then allowed by Law, to substantially the same condition in which the Premises existed as of the Lease Commencement Date or to a commercially reasonable condition determined in Landlord's discretion. Landlord's obligation to restore shall be limited to the Premises and interior improvements constructed by Landlord. Landlord shall have no obligation to restore any other improvements to the Premises or any of Tenant's personal property, inventory or trade fixtures. Upon completion of the restoration by Landlord, Tenant shall forthwith replace or fully repair all of Tenant's personal property, inventory, trade fixtures and other improvements constructed by Tenant to like or similar condition as existed at the time of such damage or destruction.

10.2 LANDLORD'S RIGHT TO TERMINATE: Landlord shall have the option to terminate this Lease in the event any of the following occurs, which option may be exercised by delivery to Tenant of a written notice of election to terminate within ninety (90) days after the date of such damage or destruction which 90 day period may be delayed by Landlord based upon lack of any settlement, finalization of a claim against the Landlord's and/or Tenant's insurance company, or receipt of insurance proceeds:

A. The Building is damaged by any peril covered by valid and collectible insurance required to be carried by Landlord and in force at the time of such damage or destruction (an "insured peril") to such an extent that the estimated cost to restore the Building, in Landlord's determination, exceeds the lesser of (i) the insurance proceeds available and paid from insurance required to be carried by Landlord, (ii) seventy-five percent (75%) of the then actual replacement cost thereof, or (iii) the estimated fair market value of the Building upon completion as determined by Landlord;

B. The Building is damaged by a peril that was uninsured; or

C. The Building is damaged by any peril and, because of the Laws then in force, the Building (i) cannot be restored at reasonable cost as required by Paragraph 10.1 above, or (ii) if restored, cannot be used for the same use being made thereof before such damage, whether or not restored as required by this Article.

10.3 ABATEMENT OF RENT: In the event of damage due to peril to the Premises which does not result in the termination of this Lease, the Base Monthly Rent (and any Additional Rent) shall be temporarily abated during the period of restoration to the extent of interference with Tenant's ability to operate its business. This shall be the sole reason for which Tenant shall be entitled to an abatement of rent. Landlord shall within twenty (20) days of the casualty give Tenant written notice of the amount of insurance it expects to receive from the insurance company, if any. Except as set forth herein, Tenant shall pay the Base Monthly Rent (and any Additional Rent) according to the terms of Landlord's notice. Landlord shall provide additional notice as it obtains additional information from its insured. Landlord shall credit Tenant any refund, if applicable to any over payment by Tenant, and Tenant shall pay to Landlord upon demand any shortfall based upon any amounts paid pursuant to a previous notice. Notwithstanding the above, Landlord shall be under no duty to obtain or maintain any loss of rent insurance, or any similar insurance to pay for loss rentals.

10.4 TENANT'S RIGHT TO TERMINATE: If fifty percent (50%) or more of the Premises, or the Building of which the Premises are a part (based upon the cost to replace the Premises damaged or destroyed as compared with the market value of the improvements on said Premises immediately prior to such fire or other casualty, as shown by certificate of Landlord's architect), is destroyed or rendered untenable by fire or other casualty during the last two (2) years of the initial Term, or any Renewal Term of this Lease, then Tenant may terminate this Lease effective as of the date of the casualty, by giving written notice of termination to the other within thirty (30) days of such casualty. If said notice of termination is given within the thirty day (30) period, this Lease shall terminate and Rent and all other charges shall abate as aforesaid from the date of such casualty, and Landlord shall promptly repay to Tenant any Rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Landlord is required or elects to repair or rebuild the Premises as herein provided, then Tenant shall repair and replace Tenant's property to at least their condition prior to the damage or destruction. Such provision shall not apply if the casualty is caused by Tenant's negligence.

10.5 INSURANCE PROCEEDS: Any insurance proceeds awarded or paid by reason of damage to or destruction of Tenant's signs, trade fixtures, equipment or any property owned by Tenant under this Lease shall be paid to Tenant.

ARTICLE 11 CONDEMNATION

11.1 LANDLORD'S RIGHT TO TERMINATE: Subject to Paragraph 11.3, Landlord shall have the option to terminate this Lease if, as a result of a taking by means of the exercise of the power of eminent domain (including inverse condemnation and/or a voluntary sale or transfer by Landlord to an entity having the power of eminent domain under threat of condemnation) "Taking", (i) all or any part of the Premises is so taken, (ii) more than thirty-three and one-third percent (33 1/3 %) of the Building's leasable area is so taken, (iii) more than thirty-three and one-third percent (33 1/3%) of the Common Area is so taken, or (iv) because of the Laws then in force, the Premises may not be used for the same use being made thereof before such taking, whether or not restored as required by Paragraph 11.4 below. Any such option to terminate by Landlord must be exercisable within a reasonable period of time to be effective as of the date possession is taken by the condemner.

11.2 TENANT'S RIGHT TO TERMINATE: Subject to Paragraph 11.3, Tenant shall have the option to terminate this Lease if, as a result of any Taking, (i) all of the Premises is so taken, (ii) thirty-three and one-third percent (33 1/3%) or more of the Premises is so taken and the part of the Premises that remains cannot, within a reasonable period of time, be made reasonably suitable for the continued operation of the Tenant's business, or (iii) there is a taking of a portion of the Common Area and, as a result of such taking, Landlord cannot provide parking spaces within the Project (or within a reasonable distance therefrom) equal in number to at least sixty-six and two-thirds percent (66 2/3%) of Tenant's Number of Parking Spaces (as adjusted for any decrease in the size of the Premises), whether by rearrangement of the remaining parking areas in the Common Area (including, if Landlord elects, construction of multi-deck parking structures or re-striping for compact cars where permitted by Law), or by providing alternative parking facilities on other land within reasonable walking distance of the Premises. Tenant must exercise such option within a reasonable period of time, to be effective on the later to occur of (i) the date that possession of that portion of the Common Area or the Premises that is condemned is taken by the condemnor or (ii) the date Tenant vacates the Premises.

11.3 TEMPORARY TAKING: If any portion of the Premises is temporarily taken for one (1) year or less, this Lease shall remain in effect. If any portion of the Premises is temporarily taken for a period which either exceeds two (2) years or which extends beyond the natural expiration of the Lease Term or Renewal Term, then Landlord and Tenant shall each independently have the option to terminate this Lease, effective on the date possession is

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taken by the condemnor.

11.4 RESTORATION AND ABATEMENT OF RENT: If any part of the Premises is taken by condemnation and this Lease is not terminated, then Landlord shall repair any damage occasioned thereby to the remainder of Premises to a condition reasonably suitable for Tenant's continued operations and otherwise, to the extent practicable, in the manner and to the extent provided in Paragraph 10.1. As of the date possession is taken by the condemning authority, (i) the Base Monthly Rent shall be reduced in the same proportion that the area of that part of the Premises so taken (less any addition to the area of the Premises by reason of any reconstruction) bears to the areas of the Premises immediately prior to such taking, and (ii) Tenant's Proportionate Share shall be appropriately adjusted.

11.5 DIVISION OF CONDEMNATION AWARD: Any award made for any condemnation of the Project, the Building, the Common Areas or the Premises, or any portion thereof, shall belong to and be paid to Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any such award; provided, however, that Tenant shall be entitled to receive any condemnation award that is made directly to Tenant (i) for the taking of personal property, inventory or trade fixtures belonging to Tenant, (ii) for the interruption of Tenant's business or its moving costs, (iii) for loss of Tenant's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a result of such taking, provided such does not reduce Landlord's award. Landlord may, without obligation or liability to Tenant, stipulate with any condemning authority for a judgment or settlement of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall be deemed to be the date agreed to under the terms of said agreement for stipulation or settlement.

ARTICLE 12 DEFAULT AND REMEDIES

12.1 EVENTS OF TENANT'S DEFAULT: Tenant shall be in default of its obligations under this Lease if any of the following events occur:

- A. Tenant shall have failed to pay Base Monthly Rent or any Additional Rent when due; or
- B. Tenant shall have failed to perform any term, covenant or condition of this Lease, except those requiring the payment of Base Monthly Rent or Additional Rent except those items specifically referred to in G. below, within ten (10) business days after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same. Notwithstanding the above, if Tenant has so conformed to the terms and the conditions of this Lease after said ten (10) business days notice, then Tenant shall not be entitled to an additional cure period for the same type of failure to perform and Tenant shall be deemed to be in default of its obligations under this Lease with no further notice from Landlord, based upon such same type of failure to perform. Notwithstanding the above, if any failure to perform any term, covenant or condition of this Lease potentially causes harm to persons or property, then Landlord shall be under no obligation to provide Tenant with any notice to cure and Tenant shall be deemed to be in default of its obligations under this Lease with no notice from Landlord; or
- C. Tenant shall have violated the provisions contained in Article 7, whether voluntarily or by operation of Law; or
- D. Tenant shall have abandoned, vacated the Premises or not continuously done business in the Premises except as expressly allowed; or
- E. Tenant or any Guarantor of this Lease shall have made a general assignment of all or a substantial part of its assets for the benefit of its creditors, permitted or suffered the attachment of, or execution on, or the appointment of a custodian or receiver with respect to, all or any substantial part of the property or assets of Tenant (or such Guarantor) or any property or asset essential to the conduct of Tenant's (or such Guarantor's) business, and Tenant (or such Guarantor) shall have failed to obtain a return or release of the same within thirty (30) days thereafter, or prior to sale pursuant to such, attachment or levy, whichever is earlier; or
- F. Tenant or any Guarantor of this Lease shall have allowed (or sought) to have entered against it a decree or order which: (i) grants or constitutes an order for relief, appointment of a trustee, or confirmation of a reorganization plan under the bankruptcy Laws of the United States; (ii) approves as properly filed a petition seeking liquidation or reorganization under said Bankruptcy Laws or any other debtor's relief Law or similar Statute of the United States or any state thereof; or Tenant or any Guarantor of this Lease shall have availed itself of the protection of any debtor's relief Law, moratorium Law or other similar Law which does not require the prior entry of a decree or order.
- G. Tenant shall be in violation of Article 7, or paragraph 13.6.

12.2 LANDLORD'S REMEDIES: In the event of any default by Tenant, and without limiting Landlord's right to indemnification as provided in Article 8.2, Landlord shall have the following remedies in addition to all other rights and remedies provided by Law or otherwise provided in this Lease, to which Landlord may resort cumulatively, or in the alternative:

- A. Landlord may, at Landlord's election, keep this Lease in effect and enforce, by an action at Law or in equity, all of its rights and remedies under this Lease including, without limitation, (i) the right to recover the rent and other sums as they become due, by appropriate legal action, including damages under D.2) below, (ii) the right to make payments required of Tenant, or perform Tenant's obligations and be reimbursed by Tenant for the cost thereof with interest as stated in paragraph 3.4, and (iii) the remedies of injunctive relief and specific performance to prevent Tenant from violating the terms of this Lease and/or to compel Tenant to perform its obligations under this Lease, as the case may be.
- B. Landlord may, at Landlord's election, terminate this Lease by giving Tenant written notice of termination, to terminate on the date set forth in such notice. Any termination under this Subparagraph shall not relieve Tenant from its obligation to pay to Landlord all Base Monthly Rent, Percentage Rent or Additional Rent then or thereafter due, or any other sums due or thereafter accruing to Landlord, or from any claim against Tenant for damages previously accrued or then or thereafter accruing. In no event shall any actions whatsoever by Landlord, in the absence of a written election by Landlord to terminate this Lease, constitute a termination of this Lease:
- C. In the event Tenant breaches this Lease and abandons the Premises, Landlord may terminate this Lease, but this Lease shall not terminate unless Landlord gives Tenant written notice of termination. No act by or on behalf of Landlord intended to mitigate the adverse effect of such breach, shall constitute a termination of Tenant's right to possession unless Landlord gives Tenant written notice of termination. If Landlord does not terminate this Lease by giving written notice of termination, Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease and all damages under D. 2) below.
- D. Whether or not Landlord terminates this Lease, Landlord shall be entitled, at Landlord's election, to any and all damages sustained by Landlord. Such damages shall include, without limitation:
 - 1) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of Denver at the time of award plus one (1%) percent; and
 - 2) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the following: (i) expenses for

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cleaning, repairing or restoring the Premises; (ii) expenses for altering, remodeling or otherwise improving the Premises for the purpose of reletting, including removal of existing leasehold improvements and/or installation of additional leasehold improvements (regardless of how the same is funded, including reduction of rent, a direct payment or allowance to a new tenant, or otherwise); (iii) broker's fees, advertising costs and other expenses of reletting the Premises; (iv) costs of carrying the Premises, such as taxes, insurance premiums, utility charges and security precautions; (v) expenses incurred in removing, disposing of and/or storing any of Tenant's personal property, inventory or trade fixtures remaining therein; (vi) attorneys fees, expert witness fees, court costs and other reasonable expenses incurred by Landlord (but not limited to taxable costs) in retaking possession of the Premises, establishing damages hereunder or in the enforcement or collection of any damages or order, and re-leasing the Premises; and (vii) any other expenses, costs or damages otherwise incurred or suffered directly or indirectly as a result of Tenant's default.

E. Landlord may, with or without notice, have the right to enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages thereof. No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of termination is given to Tenant.

F. Notwithstanding any other provision of this Lease, regardless of Landlord's termination of the Lease, Tenant shall remain liable for all rent and other sums due pursuant to the Lease as they become due, even if such amounts become due after the termination of the Lease.

G. Bankruptcy Assurances: Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (or other Bankruptcy Laws) may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code (or other Bankruptcy Laws) to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties here to agree that the term "adequate assurance" shall include at least the following: (i) In order to assure Landlord that the proposed assignee will have the resources with which to pay the Rent, any proposed assignee must have demonstrated to Landlord's satisfaction a 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 Commencement Date, increased by ten percent (10%) for each year from the Commencement Date through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease. (ii) Any proposed assignee must have been engaged in the business conducted by Tenant in the Premises, allowable pursuant to the Permitted Use, for at least five (5) years prior to any such proposed assignment. (iii) Any proposed assignee must agree to use the Premises only for the Permitted Use. 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 were it not for Tenant's agreement to use the Premises only for the Permitted Use, 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.

H. Notwithstanding any statement or inference to the contrary in this Lease, in no instance shall Landlord be entitled to take possession of the Premises or to deny entry to Tenant in the event of a default by Tenant, until having first obtained a judgment in an unlawful detainer proceeding or similar proceeding in which Tenant has been given notice and an opportunity to defend pursuant to Colorado law, unless Tenant has vacated or abandoned the Premises.

12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES: In the event Landlord fails to perform any of its obligations under this Lease, Landlord shall nevertheless not be in default under the terms of this Lease until such time as Tenant shall have first given Landlord written notice specifying the nature of such failure to perform its obligations, and then only after Landlord and the first mortgagee (if applicable pursuant to 13.5), shall have had twenty (20) days following its receipt of such notice within which to perform such obligations, or if such failure is of a nature to require more than 20 days to remedy, Landlord acts diligently to cure. In the event of Landlord's default as above set forth, then, and only then, Tenant shall have the following remedies only: Tenant may then proceed in equity or at Law to compel Landlord to perform its obligations and/or recover damages proximately caused by such failure to perform (except as and to the extent Tenant has waived its right to damages as provided in this Lease).

12.4 LIMITATION ON TENANT'S RECOURSE AND DAMAGES: In the event of any liability of Landlord arising out of or in connection with this Lease, Tenant or any third party shall only have recourse to Landlord's interest in the Building and Project. In no event shall any personal liability be asserted against Landlord in connection with any such claim nor shall any recourse be had to any other property or assets of Landlord. No property owned by any member, partner or other owner of Landlord, or any of their or Landlord's employees, officers, directors, shareholders, members or partners, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant in connection with any such claim. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable to Tenant or any third party on account of any claims for lost business or profits or any indirect or consequential losses or damages or any punitive damages.

12.5 TENANT'S WAIVER OF RIGHT OF OFFSET: Tenant hereby waives any right of offset which it has or may acquire by reason of Tenant's claim that Landlord has breached any provision of this Lease.

ARTICLE 13 GENERAL PROVISIONS

13.1 TAXES ON TENANT'S PROPERTY: Tenant shall pay before delinquency any and all taxes, assessments, license fees, use fees, permit fees and public charges of whatever nature or description levied, assessed or imposed against Tenant or Tenant's estate in this Lease or Tenant's property or improvements made by Tenant to the Premises. Tenant shall pay before delinquency any and all taxes, assessments, license fees, use fees and public charges of whatever nature or description levied, assessed or imposed by governmental agency against Landlord by reason of or based upon Tenant's use of public facilities or services, or Tenant's consumption of public utilities, energy, water or other resources which become due during the Lease Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. If any such taxes, assessments, fees or public charges are levied against Landlord, Landlord's property, the Building or the Project, or if the assessed value of the Building or the Project is increased by the inclusion therein of a value placed upon same, then Landlord, after giving written notice to Tenant, shall have the right, regardless of the validity thereof, to pay such taxes, assessment, fee or public charge and bill Tenant, as Additional Rent, the amount of such taxes, assessment, fee or public charge so paid on Tenant's behalf. Tenant shall, pay in accordance with Section 3.5 (f), following receipt of an invoice from Landlord setting forth the amount of such taxes, assessment, fee or public charge so levied, pay to Landlord, as Additional Rent, the amount set forth in said invoice. Failure by Tenant to pay the amount so invoiced in accordance with Section 3.5(f) shall be conclusively deemed a default by Tenant under this Lease. Tenant shall have the right, and with Landlord's full cooperation if Tenant is not then in default under the terms of this Lease, to bring suit in any court of competent jurisdiction to recover from the taxing authority the amount of any such taxes, assessment, fee or public charge so paid.

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13.2 HOLDING OVER: This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over by Tenant after expiration of the Lease Term shall neither constitute a renewal or extension of this Lease nor give Tenant any rights in or to the Premises except as expressly provided in this Paragraph. Any such holding over shall be deemed an unlawful detainer of the Premises unless Landlord has consented to same. Any such holding over to which Landlord has consented shall be construed to be a tenancy from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Base Monthly Rent shall be increased to an amount equal to one hundred fifty percent (150%) of the Base Monthly Rent payable during the last full month immediately preceding such holding over.

13.3 SUBORDINATION TO MORTGAGES: Except as stated in the last sentence of this section 13.3, this Lease and all rights of Tenant are subject and subordinate to any existing or future first deed of trust, first mortgage, or other first instrument of security and at Landlord's option, this Lease and all rights of Tenant shall be subject and subordinate to any existing or future junior deed of trust, junior mortgage or other junior instrument of security, as well as to any ground lease or primary lease that now or hereafter covers all or any part of the Building or Project, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon ten(10) days' notice, at any time or times execute, acknowledge and deliver to Landlord or to the holder of any mortgage or lessor in any underlying Lease any and all instruments and certificates that in the judgment of owner, holder or lessor may be necessary or desirable to confirm or evidence such subordination provided that such instrument provides Tenant with a commercially reasonable non-disturbance agreement or clause. Landlord shall obtain the SNDA in a form in material conformance with Exhibit "G" from the holder of the existing first deed of trust. Notwithstanding any statement or inference to the contrary, Landlord agrees to obtain a Subordination, Non Disturbance and Attornment Agreement from its current lender(s) and the ground lessor, if any, substantially in accordance with the form attached hereto as Exhibit "G" ("SNDA"), and deliver same to Tenant within thirty (30) days from the Effective Date. If said SNDA from Landlord's current lender(s) and the ground lessor, if any, is not so delivered, Tenant may, at its option, terminate this Lease by written notice to Landlord within thirty three (33) days from the Effective Date unless the SNDA is received prior to Tenant providing notice of termination. In addition, Landlord agrees to obtain a SNDA from any future lender within thirty (30) days after Landlord obtains financing from such lender; provided that if a commercially reasonable SNDA is not so delivered, Tenant shall not be required to subordinate its rights under this Lease to such future lender's mortgage or deed of trust.

13.4 TENANT'S ATTORNTMENT UPON FORECLOSURE: Tenant shall, upon request, attorn (i) to any purchaser of the Building at any foreclosure sale or private sale conducted pursuant to any security instrument encumbering the Building, or (ii) to any grantee or transferee designated in any deed given in lieu of foreclosure of any security interest encumbering the Building, or (iii) to the lessor under any underlying ground lease of the land underlying the Building, should such ground lease be terminated; provided that such purchaser, grantee or lessor recognizes Tenant's rights under this Lease. Tenant, upon demand at any time or times, before or after any such foreclosure, sale or termination, shall execute, acknowledge and deliver to holder or lessor any and all instruments that in the judgment of holder or lessor may be necessary or desirable to confirm or evidence such attornment and Tenant hereby irrevocably authorizes holder or lessor to execute, acknowledge and deliver any such instruments on Tenant's behalf.

13.5 MORTGAGEE PROTECTION: In the event of any default on the part of Landlord, Tenant will give notice by registered mail to any Lender or lessor under any underlying ground lease who shall have requested in writing to Tenant that it be provided with such notice, and Tenant shall offer such Lender or lessor a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or judicial foreclosure or other appropriate legal proceedings if reasonably necessary to effect a cure.

13.6 ESTOPPEL CERTIFICATES: Tenant will, following any request by Landlord, within ten (10) days after Landlord's request execute and deliver to Landlord an estoppel certificate (i) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification, (ii) stating the date to which the rent and other charges are paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iv) certifying such other information about this Lease as may be reasonably requested by Landlord. Tenant's failure to so execute and deliver such estoppel certificate shall be a default by Tenant, and Landlord shall have all of its available rights and remedies, including the right to sue for damages proximately caused thereby, it being agreed and understood by Tenant that Tenant's failure to so deliver such estoppel certificate in a timely manner could result in Landlord being unable to perform committed obligations to other third parties which were made by Landlord in reliance upon this covenant of Tenant and/or could cause Landlord to lose its financing or its sale commitment. If Tenant fails to execute and deliver such estoppel certificate within ten (10) days after Landlord's request, it shall be deemed a default by Tenant and if after an additional ten (10) days' notice, Tenant has still not delivered such estoppel certificate, then all facts stated in such estoppel certificate given to Tenant to execute shall be deemed to be true and Tenant hereby grants Landlord an irrevocable power of attorney coupled with an interest to execute such estoppel certificate on behalf of Tenant. Landlord's determination of any facts, in the absence of such execution of estoppel certificate, shall be deemed binding on Tenant. Tenant shall have no cause of action for damages or otherwise for Landlord's execution of said estoppel certificate.

13.7 TENANT'S FINANCIAL INFORMATION: Tenant shall, within ten (10) days after Landlord's request, deliver to Landlord a copy of a current financial statement and any other information reasonably requested by Landlord regarding Tenant's financial condition. Landlord shall be entitled to disclose such statements and other information to its Lender, to any present or prospective principal of or investor in Landlord, or to any prospective lender or purchaser who agrees in writing to maintain the confidentiality of such information. Any such financial statement or other information which is marked "confidential" or "company secrets" (or is otherwise similarly marked by Tenant) shall be confidential and shall not be disclosed by Landlord or by parties to whom Landlord has distributed, to any third party except as specifically provided in this Paragraph, unless the same becomes a part of the public domain without the fault of Landlord.

13.8 TRANSFER BY LANDLORD: Landlord and its successors in interest shall have the right to transfer their interest in the Building, the Project, or any portion thereof. In such event, Landlord originally named (and in the case of any subsequent transfer, the transferor), from the date of such transfer, (i) shall be relieved, without any further act by any person or entity, of all liability for the performance of the obligations of the Landlord which may accrue after the date of such transfer, and provided its transferee expressly assumed in writing such liability and obligations; and (ii) shall be relieved of all liability for the performance of the obligations of the Landlord hereunder which have accrued before the date of transfer if its transferee agrees in writing to assume and perform all such prior obligations. After the date of any such transfer, the term "Landlord" as used herein shall mean the transferee of such interest in the Building, Project, or any portion thereof.

13.9 FORCE MAJEURE: The obligations of each of the parties under this Lease (other than the obligation to pay Rent, Additional Rent and any other

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monies due under the Lease by Tenant) shall be temporarily excused if such party is prevented or delayed in performing such obligation by reason of any strikes, lockouts or labor disputes; inability to obtain labor, materials, fuels or reasonable substitutes therefore; governmental restrictions, regulations, controls, action or inaction; civil commotion; inclement weather, fire or other acts of God; or other causes (except financial inability) beyond the reasonable control of the party obligated to perform for a period equal to the period of any such prevention, delay or stoppage.

13.10 NOTICES: Any notice required or desired to be given by a party regarding this Lease shall be in writing and shall be personally served, or in lieu of personal service may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

A. If addressed to Landlord, to Landlord at its Address for Notices (as set forth in Article 1).

B. If addressed to Tenant, to Tenant at its Address for Notices (as set forth in Article 1).

Any notice given by registered mail shall be deemed to have been given on the fifth business day after its deposit in the United States Mail. Any notice given by certified mail shall be deemed given on the date receipt was acknowledged to the postal authorities, but in no event more than seven days after deposit with the postal authorities. Any notice given by mail other than registered or certified mail shall be deemed given on the third business day after its deposit in the United States Mail provided that a copy of the notice is provided by fax (unless no fax number has been provided by Tenant, otherwise on the date of receipt. Each party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

13.11 ATTORNEY'S FEES: In the event any party shall bring any action, arbitration or legal proceeding alleging a breach of any provision of this Lease, or in any manner determine the rights or duties hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party as a part of such action or proceeding, or in a separate action for that purpose brought within one (1) year from the determination of such action or proceeding, or in a separate action (brought within one (1) year from the determination of such proceeding), reasonable attorney's fees, expert witness fees, court costs and other reasonable expenses incurred by the prevailing party. In the event that Landlord shall be required to retain counsel to enforce any provision of this Lease, and if Tenant shall thereafter cure (or desire to cure) such default, Landlord shall be conclusively deemed the prevailing party unless Tenant reserves all rights at time of payment and Tenant shall pay to Landlord all attorney's fees, expert witness fees, court costs and other reasonable expenses so incurred by Landlord promptly upon demand. Landlord may enforce this provision by either (i) requiring Tenant to pay such fees and costs as condition to curing its default, or (ii) bringing a separate action to enforce such payment.

13.12 WAIVER OF TRIAL BY JURY: To the extent such waiver is permitted by applicable Law, Landlord and Tenant waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

13.13 DEFINITIONS: In addition to the terms defined in Article 1, the following terms shall have the following meanings:

A. REAL PROPERTY TAXES: The term "Real Property Tax(es)" shall each mean (i) all taxes, assessments, levies and other charges of any kind or nature whatsoever, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any general or special assessments for public improvements and any increases resulting from reassessments caused by any change in ownership or new construction), now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed for whatever reason against the Project or any portion thereof, or Landlord's interest therein, or the fixtures, equipment and other property of Landlord that is part of the Project or Landlord's business of owning, leasing or managing the Project or the gross receipts, income or rentals from the Project; (ii) all charges, levies or fees imposed by any governmental authority against Landlord by reason of or based upon the use of or number of parking spaces within the Project, the amount of public services or public utilities used or consumed (e.g. water, gas, electricity, sewage or surface water disposal) at the Project, the number of persons employed by tenants of the Project, the size (whether measured in area, volume, number of tenants or whatever) or the value of the Project, or the type of use or uses conducted within the Project; and (iii) all costs and fees (including attorney's fees) incurred by Landlord in contesting any Real Property Tax and in negotiating with public authorities as to any Real Property Tax. If, at any time during the Lease Term, the taxation or assessment of the Project prevailing as of the Effective Date shall be altered so that in lieu of or in addition to any Real Property Tax described above there shall be levied, assessed or imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate, substitute, or additional tax or charge on any item referred to above, then any such tax or charge, however designated, shall be included within the meaning of the terms "Real Property Tax for purposes of this Lease. If any Real Property Tax is partly based upon property or rents unrelated to the Project, then only that part of such Real Property Tax that is fairly allocable to the Project shall be included within the meaning of the terms "Real Property Tax" or "Real Property Taxes". Notwithstanding the foregoing, the terms "Real Property Tax" shall not include (i) corporation, franchise, succession or transfer taxes; (ii) income, estate, gift, inheritance or gross rental receipt taxes; (iii) charges imposed on rent or other similar taxes, charges or impositions which may be levied or assessed against Landlord, the fee owner, or their successor in title; (iv) Real Estate Taxes on easement parcels; (vii) any fees in excess of that portion of any assessment due and payable during the Term, that are paid earlier than over the longest installment period allowable by the assessing entity; or (viii) real estate taxes resulting from overstandard improvements made by other tenants. Notwithstanding anything contained herein, Tenant agrees to pay all expenses relating to "Real Property Tax" contained in Exhibit "I".

B. LANDLORD'S INSURANCE COSTS: The term "Landlord's Insurance Costs" shall mean the costs to Landlord to carry and maintain the policies of fire and property damage insurance for the Project and general liability insurance carried by Landlord pursuant to Article 9 or otherwise, together with any deductible amounts paid by Landlord upon the occurrence of any insured casualty or loss.

C. PROJECT MAINTENANCE COSTS: The term "Project Maintenance Costs" shall mean all costs and expenses (except Landlord's Insurance Costs and Real Property Taxes) paid or incurred by Landlord, in any manner whatsoever, in protecting, operating, maintaining, repairing, replacing, and preserving the Project and all parts thereof, including without limitation, (i) the amortizing portion of any costs incurred by Landlord in the making of any modifications, alterations or improvements required by any governmental authority, except those that are required to be paid and are paid by a Tenant pursuant to Article 6, which are so amortized during the Lease Term and (ii) such other costs as may be paid or incurred with respect to operating, managing, constructing, maintaining, repairing, replacing, and preserving the Project, such as repairing, replacing, or resurfacing paved areas, snow removal, landscape and irrigation system maintenance, providing common area lighting a) the cost of maintenance of parking areas and driveways, including, but not limited to cleaning, snow removal, repaving, relining and repainting; b) all snow removal (including separate contracts therefore) and the cost of all labor, supplies, equipment and materials incidental thereto; c) the cost of decorating such as Holiday lighting d) fees for legal, inspection, accounting and consulting services; e) all expenses associated with the installation of any energy, cost or labor saving devices; f) costs of all landscaping, including but not limited to maintenance of irrigation systems; g) costs of any security guards or security, if any; h) annual reserves to be used for any of the above and any other major items which will be calculated each year in such reasonable amounts as Landlord may determine in its discretion. The above enumeration of any Project Maintenance Cost shall not create any obligation (expressed or implied) on the part of Landlord to furnish such service.

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Landlord shall amortize any of the above capital costs in a reasonable manner in accordance with generally accepted accounting principles (GAAP). Landlord has the exclusive right to delay commencement of the amortized costs of any individual item to a later year. Landlord's determination of the amortization and determination of such delay shall be final and binding upon Tenant unless made in bad faith. If in the event any costs are partially attributable to any real estate that is not in the Project, then the Landlord shall make a reasonable allocation of the Project Maintenance Costs between the Project and any other real estate. Landlord's Operating Expenses shall also include administrative and overhead expenses in an amount equal to ten percent (10%) of all the foregoing costs. Project Maintenance Costs and Building Operating Expenses shall not include the following:

- (a) Real Estate Taxes levied on or with respect to any parking garage or facility included in the Project, or any personal property taxes payable by Tenant or by other tenants of the Project;
- (b) as a result of Landlord defending the stated covenant of quiet enjoyment in favor of Tenant;
- (c) the cost of repairs or other work occasioned by the exercise of the right of eminent domain which is reimbursed by the condemning agency;
- (d) the cost of repairing any defects in the design, materials or workmanship of the Premises, Landlord's Work or the Project;
- (e) leasing commissions, accountants' or attorneys' fees, costs and disbursement and other expenses incurred in connection with proposals, negotiations, or disputes with tenants or other occupants or prospective tenants or other occupants, or associated with the enforcement of any leases, disputes with contractors, or the defense of Landlord's title to or interest in the Premises or the Project or any part thereof;
- (f) costs (including permit, license and inspection fees) incurred in constructing tenant improvements or decorating, painting or redecorating space for tenants or other occupants or vacant rentable space;
- (g) depreciation and amortization;
- (h) costs incurred due to violation by Landlord or any tenant of the terms and conditions of any lease or Applicable Law;
- (i) overhead and profit increment paid to Landlord or affiliates of Landlord for management or other services on or to the Project or for supplies or other materials, to the extent that the costs of such services, supplies or materials exceed the reasonable costs that would have been paid had the services, supplies or materials been provided by parties unaffiliated with Landlord;
- (j) interest on debt or amortization payments on any mortgages or deeds of trust or any other borrowings;
- (k) Landlord's general corporate overhead and general administrative expenses except as expressly provided in this Lease;
- (l) rentals and other related expenses (other than taxes and insurance) incurred in leasing window washing equipment, air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment that is presently leased for use in or providing services to the Project or normally leased by landlords of comparable centers in the county where the Project is located and charged to tenants as an item of expenses, or that is used in providing security, operational, and maintenance (other than window washing) services, and equipment, the cost of which would be included as a Project Maintenance Cost;
- (m) all items and services sold or provided to Tenant or any other tenant for which Landlord or a third person is separately entitled to reimbursement over and above basic rent and escalations under the applicable lease or which Landlord provides selectively to one or more tenants or occupants of the Project without reimbursement;
- (n) advertising and promotional expenditures, including any marketing funds except as expressly provided in this Lease;
- (o) damage and repairs necessitated by the gross negligence or willful misconduct of Landlord or Landlord's, employees, contractors or agents;
- (p) executive salaries or salaries of service personnel to the extent that such service personnel perform services other than in connection with the management, operation, repair or maintenance of the Premises or Common Areas;
- (q) costs, fines or interest arising from Landlord's violation of any Applicable Law or any late payment of any amounts payable by Landlord;
- (r) the cost of any service provided to any other tenant or occupant of the Project for which Landlord is entitled to be reimbursed;
- (s) electric power and other utility or service costs for which any tenant directly contracts with the local public service company;
- (t) costs arising from Landlord's charitable or political contributions;
- (u) legal expenses incurred in order for Landlord to resolve disputes with contractors regarding defects in design, materials or workmanship;
- (v) accounting expenses associated with any audit incurred as a result of Tenant's challenge to Landlord's determination of Common Area Expenses unless Landlord's prior determination was materially incorrect;

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(x) costs of insurance arising from any unusually hazardous use by any other tenant of the Project;

(y) legal expenses incurred in order for Landlord to resolve disputes with contractors regarding defects in design, materials or workmanship;

Notwithstanding any statement or inference to the contrary in this Lease, Tenant shall not be liable to pay any Common Area Expenses, Real Estate Taxes, Insurance, utilities or any other charges for which Tenant shall be liable, or the Tenant's Proportionate Share thereof, if such sums are not billed within the twenty four (24) month period immediately following the twelve (12) month period in which they accrued, and if no billing statement is submitted during such time, then all payments made by Tenant shall be deemed correct and Landlord shall not be entitled to collect from Tenant any additional amounts owed for Project Maintenance Cost, Building Operating Expenses, Real Estate Taxes, Insurance, utilities or any other charges, or the Tenant's Proportionate Share thereof for such twelve (12) month period.

D. READY FOR OCCUPANCY: The term "Ready For Occupancy" shall mean the date upon which (i) the Premises are available for Tenant's occupancy in a broom clean condition and (ii) the improvements, if any, to be made to the Premises by Landlord prior to Tenant's occupancy have been substantially completed and the appropriate governmental building department (i.e. the City building department, if the Project is located within a City, or otherwise the County building department) shall have approved the construction of the improvements as complete or is willing to so approve the construction of the improvements as complete subject only to compliance with specified conditions which are the responsibility of Tenant to satisfy.

E. TENANT'S PROPORTIONATE SHARE: The terms "Tenant's Proportionate Share" or "Tenant's Share," as used with respect to an item pertaining to the Building or Project, shall each mean that percentage obtained by dividing the square footage of the Premises (as set forth in Article 1) by the total rentable square footage of the Project as the same from time to time exists, unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given tenant(s) or Landlord, in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given tenant(s). Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith or gross error. As stated above and as stated in 1.1.U, Tenant's Proportionate Share may change as reasonably determined by Landlord.

F. BUILDING'S SHARE: The term "Building's Share" shall each mean that percentage which is obtained by dividing the gross rentable square footage contained within the Building by the gross rentable square footage contained within all Buildings located within the Project unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given Building(s) or Landlord, in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given Building(s) or Landlord. Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith.

G. BUILDING OPERATING EXPENSES: The term "Building Operating Expenses" shall mean and include the Building's share of Real Property Taxes, plus the Building's Share of all Landlord's Insurance Costs, plus the Building's Share of all Project Maintenance Costs. The Project contains several buildings. The Building Operating Expenses are not necessarily equal between or among the buildings. Landlord shall have the right to allocate Building Operating Expenses between the buildings in such amounts as it determines, and such determination shall be fully binding on all parties unless such determination and allocation is made in bad faith.

H. LAW: The term "Law" shall mean any judicial decision and any statute including but not limited to the American Disabilities Act, constitution, ordinance, building code, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties to this Lease, the Premises, the Building or the Project, or any of them in effect either at the Effective Date or at any time during the Lease Term, including, without limitation, any regulation, order, or policy of any quasi-official entity or body (e.g. a board of fire examiners or a public utility or special district).

I. LENDER: The term "Lender" shall mean any beneficiary, mortgagee, secured party, or other holder of any deed of trust, mortgage or other written security device or agreement affecting the Project, and the note or other obligations secured by it.

J. PRIVATE RESTRICTIONS: The term "Private Restrictions" or "Restrictions" shall mean all recorded covenants, conditions and restrictions, private agreements, easements, and any other recorded instruments affecting the use of the Project, as they may exist from time to time.

K. RENT: The term "Rent" shall mean collectively Base Monthly Rent, Percentage Rent and all Additional Rent and all other amounts due from Tenant hereunder.

13.14 SUBSTITUTION OF PREMISES: Intentionally left blank.

13.15 GENERAL WAIVERS: One party's consent to or approval of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent to or approval of any subsequent similar act by the other party. No waiver of any provision hereof or any breach of any provision hereof shall be effective unless in writing and signed by the waiving party. The receipt by Landlord of any rent or payment with or without knowledge of the breach of any other provision hereof shall not be deemed a waiver of any such breach. No waiver of any provision of this Lease shall be deemed a continuing waiver unless such waiver specifically states so in writing and is signed by both Landlord and Tenant. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other provisions herein contained.

13.16 ACCORD AND SATISFACTION: No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Landlord shall have the right to credit any current payment to any current or past due amounts owed to Landlord, as Landlord determines, including but not limited to late charges, interest, Base Rent, Additional Rent.

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13.17 CONFIDENTIALITY ACKNOWLEDGMENT: Tenant agrees to not disclose, directly or indirectly, the Base Monthly Rent, Additional Rent, term of lease, parking spaces or security deposit specified in this Lease to any non-essential parties. For purposes of illustration only, "non-essential parties" include other tenants in the Building or Project, management companies, media, friends, family, acquaintances and business associates. Notwithstanding the foregoing, Tenant may disclose such lease terms to its attorney, accountant and commercial real estate broker, but only if Tenant requires such parties not to disclose such terms to any other third party.

13.18 REVIEW OF RECORDS: Tenant shall have a period of three hundred and sixty five (365) days after Landlord has furnished Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year or during the Building Expense Base Year, as applicable, to examine and audit Landlord's records by means of a certified public accountant only (and in no event by any service, entity or individual who charges Tenant for its services based upon a contingency or other manner based upon savings show), and an additional ninety (90) days to dispute Landlord's determination of Building Operating Expenses by giving written notice of specific disputes within such ninety (90) day period. Tenant shall have no other right to audit Landlord's books and records. If Tenant does not so dispute the Building Operating Expenses for such year within such one hundred and twenty (120) day period, the Tenant waives and releases Landlord from any claim regarding Building Operating Expenses for said year. The results of the audit shall be kept confidential by the parties, and Tenant may not share the results of the audit with any person or entity.

13.19 DISTRAINT/SECURITY INTEREST: Except to the extent and subordinate to the rights of lienholders of Tenant in connection with Tenant financings for whom Landlord shall execute lien waivers as provided below, Landlord reserves its right of distress under the law and shall have a lien upon all the inventory, furniture, furnishings, trade fixtures and tangible personal property of Tenant, as and for security for the obligations of Tenant in this Lease. At Landlord's request, Tenant shall execute all financing statements reasonably required by Landlord to perfect such lien, provided they are subordinated to liens subject to landlord lien waivers, and Tenant further grants Landlord the right to execute any financing statements on Tenant's behalf. Landlord may, at any time after Tenant is in default of any obligation to be performed or complied with by Tenant under this Lease, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and seize and take possession of any and all such personal property that may be found on the Premises without liability for trespass or conversion and if Tenant fails to redeem the personal property so seized, by payment of the amount due Landlord under this Lease, then Landlord shall have the right, after ten (10) days' written notice to Tenant, to sell such personal property so seized (or other personal property seized) at public or private sale and upon such terms and conditions as may appear advantageous to Landlord, and after the payment of all proper charges incident to such sale, apply the proceeds thereof to the payment of any balance due to Landlord on account of Rent or other obligations of Tenant pursuant to this Lease. In the event there is a balance realized from such sale, the same shall be paid over to Tenant. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law. Tenant will not grant any security interest in or to such person property that is senior or prior to the security interest granted to Landlord in this paragraph, except for a purchase money security interest used specifically to initially purchase only such personal property.

Landlord agrees to execute and deliver to any secured creditor who has a first lien on personal property and/or lessor a waiver of any lien Landlord may have upon Tenant's personal property. Such waiver will be on the form attached hereto as Exhibit "H" or in a form substantially similar (with only such changes subject to Landlord's approval) as requested by such secured creditor and/or lessor, authorizing the secured creditor and/or lessor to enter the Premises and remove any property which has been financed in the event of a default by Tenant with respect to Tenant's personal property.

13.20 MOLD AND MOISTURE: It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, climate control, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. Tenant has first inspected the Premises and Building and certifies that, although not all molds are detectable by visual inspection, it has not observed mold, mildew or moisture within the Premises or Building. In addition Tenant certifies that it has had the opportunity to have independent environmental professionals perform necessary mold testing in the Premises and Building at Tenant's expense. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations. Tenant releases Landlord from any liability for any personal injury or damages to property or business caused by or associated with moisture or the growth of or occurrence of mold or mildew on or in the Premises or the Building, except for the willful and wanton misconduct or gross negligence of Landlord. In addition, Tenant shall perform the following moisture and mold prevention obligations.

Moisture and Mold Control Obligations. It is important for Tenant to know that exercising proper climate control, ventilation and moisture control precautions will help maintain Tenant's comfort and prevent mold growth in the Premises. Tenant shall adopt and implement the following guidelines, to avoid developing excessive moisture or mold growth.

1. Report any maintenance or other problems involving water, moist conditions, or mold to the Landlord promptly and conduct its required activities in a manner which prevents unusual moisture conditions or mold growth.
2. Do not block or inhibit the flow of return or make-up air into the HVAC system. Maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's instructions, if any.

13.21 MISCELLANEOUS: Should any provision of this Lease prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Any copy of this Lease which is executed by the parties shall be deemed an original for all purposes. This Lease shall, subject to the provisions regarding assignment, apply to and bind the respective heirs, successors, executors, administrators and assigns of Landlord and Tenant. The term "party" shall mean Landlord or Tenant as the context implies. If Tenant consists of more than one person or entity, then all members of Tenant shall be jointly and severally liable hereunder. This Lease shall be construed and enforced in accordance with the Laws of the State in which the Premises are located. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. The captions used in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture, and the singular includes the plural. The terms "must", "shall", "will" and "agree" are mandatory. The term "may" is permissive. When a party is required to do something by this Lease, it shall do so at its sole cost and expense without right of reimbursement from the other party unless a specific provision is made therefore. Where Tenant is obligated not to perform any act or is not permitted to perform any act, Tenant is also obligated to restrain any others reasonably within its control, including agents, invitees, contractors, subcontractors and employees, from performing said act. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of any of the provisions of this Lease. In the event Tenant is in default of the payment of any Rent pursuant to this Lease, then at any time thereafter

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(regardless of whether such default is cured), Tenant shall provide to Landlord, upon Landlord's written request, a certified statement of financial condition.

13.22 USA PATRIOT ACT AND ANTI-TERRORISM LAWS: Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws") including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"). Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotf/oc/fac/sdn/t11sdn.pdf>, at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above. At any time and from time-to-time during the Term Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefore, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this Section 13.22.

13.23 ADVERTISING AND PROMOTIONAL SERVICE. Intentionally left blank

13.24 MERCHANTS' ASSOCIATION: Intentionally left blank

ARTICLE 14 CORPORATE AUTHORITY BROKERS AND ENTIRE AGREEMENT

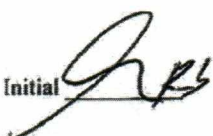
14.1 CORPORATE OR ENTITY AUTHORITY: If Tenant is a corporation or other entity (including but not limited to a limited liability company or trust), each individual executing this Lease on behalf of said corporation or entity represents and warrants that Tenant is validly formed and duly authorized and existing, that Tenant is qualified to do business in the State in which the Premises are located, that Tenant has the full right and legal authority to enter into this Lease, that the individual(s) is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws and/or a board of directors' resolution of Tenant or other valid and legally binding documentation of the Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of the resolution of its board of directors, or other resolution of the entity reasonably acceptable to Landlord, authorizing or ratifying the execution of this Lease, and if Tenant fails to do so, Landlord at its sole election may elect to, (i) extend the Intended Commencement Date by such number of days that Tenant shall have delayed in so delivering such corporate resolution to Landlord or (ii) terminate this Lease. Each individual executing this Lease on behalf of said entity represents and warrants that there is no parent or subsidiary of Tenant except as stated in a writing provided to Landlord at the time of execution of this Lease by Tenant. Each individual executing this Lease on behalf of said corporation or entity represents and warrants that the Tenant will not fraudulently convey any assets of Tenant so as to hinder, delay or avoid any rights of Landlord. In addition if any individual executing this Lease on behalf of said corporation or entity, makes a warranty or representation above that is not true, then said individual shall be personally liable to Landlord under this Lease for all amounts owed Landlord under this Lease. These warranties, representations and guarantees are of importance to Landlord and are material to Landlord entering into this Lease.

14.2 BROKERAGE COMMISSIONS: Tenant warrants that it has not had any dealings with any real estate broker(s), leasing agent(s), finder(s), or salesmen, other than those persons or entities named in Article 1 as the "Brokers" with respect to the lease by it of the Premises pursuant to this Lease, and that it will indemnify, defend with competent counsel, and hold Landlord harmless from any liability for the payment of any real estate brokerage commissions, leasing commissions or finder's fees claimed by any other real estate broker(s), leasing agent(s), finder(s), or salesmen to be earned or due and payable by reason of Tenant's agreement or promise (implied or otherwise) to pay (or have Landlord pay) such a commission or finder's fee by reason of its leasing the Premises.

14.3 ENTIRE AGREEMENT: This Lease, the Exhibits (as described in Article 1) and the Addenda (as described in Article 1), constitute the entire agreement between the parties, and there are no other agreements, understandings or representations between the parties relating to the Lease by Landlord of the Premises to Tenant, except as expressed herein. No subsequent changes, modifications or additions to this Lease shall be binding upon the parties unless in writing and signed by both Landlord and Tenant.

14.4 LANDLORD'S REPRESENTATIONS: Tenant acknowledges that neither Landlord nor any of its agents made any representations or warranties respecting the Project, the Building or the Premises, upon which Tenant relied in entering into this Lease, which are not expressly set forth in this Lease. Tenant further acknowledges that neither Landlord nor any of its agents made any representations as to (i) whether the Premises may be used for Tenant's intended use under existing Law, including but not limited to the Patio Area, or (ii) the suitability of the Premises for the conduct of Tenant's business, or (iii) the exact square footage of the Premises, and that Tenant relied solely upon its own investigations respecting said matters. Tenant expressly waives any and all claims for damage by reason of any statement, representation, warranty, promise or other agreement of Landlord or Landlord's agent(s), if any, not contained in this Lease or in any Addenda hereto.

14.5 LEASE FORMAT NOTE: Any changes to the Lease as noted by computer generated strike-outs (deletions), or shaded areas (additions), are valid and enforceable and do not require any initialing by either party.

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**ARTICLE 15
ADDITIONAL PROVISIONS**

The terms and conditions of this Article shall supplement the terms and conditions of this Lease and in the event of any conflict between Articles 1 through 14, and this Article 15, then the terms and conditions of this Article 15 shall govern and be deemed controlling. Unless there is a direct conflict, all other terms and conditions of the Lease shall apply.

15.1 EXCLUSIVE USE: Provided Tenant is not in default of its Lease and is conducting business in the Premises (except as stated in 4.1 above), Landlord agrees that it shall not after the date of this Lease, sell or lease any other property owned or controlled by it within the Project now or any time during the period of the lease or extension to any entity whose primary business is the sale of fish tacos, tacos or fresh Mexican food (including, burritos, tostadas, quesadillas, Mexican salads), whether freestanding or inline, the sale of which exceed ten percent (10%) of total sales. Specifically excluded are the following brand or trade named competitors: El Pollo Loco, Costa Vida, Café Rio, Baja Fresh, Moe's Southwest Grill, Tijuana Flats, Qdoba Mexican Grill, Del Taco, Wahoo's Fish Taco, Zoe's Kitchen, Chipotle Mexican Grill ("Named Competitors"). Landlord agrees to enforce, at its sole cost and expense, Tenant's Exclusive Use against Named Competitors. In the event Landlord does not so enforce Tenant's Exclusive Use against the Named Competitors, Tenant shall be entitled to injunctive relief without proof of actual damages, in addition to other relief granted under this Lease. Except as to the Named Competitors, if any of the representations, warranties and covenants by Landlord set forth in this section 15.1 are breached by Landlord, Tenant shall send written notice of such violation to Landlord, Landlord shall have 180 days to remedy such violation and the Base Monthly Rent payable pursuant to the Lease shall be reduced by thirty five percent (35%) ("Reduced Rental Amount"). If at the expiration of the 180 day period, Landlord has not remedied the violation, Tenant shall have the right to obtain injunctive relief for a period of one hundred and eighty (180) days during which time such Base Monthly Rent shall continue to be paid at the Reduced Rental Amount. If at the end of the second 180 day period (the "Expiration Date"), the violation has not been remedied by either Landlord or Tenant, Tenant shall either (a) terminate the Lease by giving Landlord 60 days written notice within five (5) days of the Expiration Date or (b) commence paying the full Minimum Rent. Notwithstanding anything contained herein to the contrary, under no circumstances shall the Reduced Rental Amount be paid for more than three hundred and sixty (360) period in total. In the event Tenant terminates the Lease pursuant to the terms of this 15.1, Landlord shall pay Tenant its unamortized hard costs of tenant improvements as determined by GAAP.

15.2 TENANT IMPROVEMENT ALLOWANCE: Tenant agrees that it will need to perform substantial tenant improvements in accordance with paragraph 6.1, in order to have the Premises ready for its occupancy and use. Tenant must provide Landlord with and must obtain Landlord's prior written approval of Tenant's space plans, and then construction documents prior to Tenant commencing construction. Landlord shall reimburse Tenant for its tenant improvements in the amount of up to \$20.00 per square foot of the Leased Premises. The reimbursement shall be paid to Tenant within thirty (30) days of completion of Tenant's construction of its tenant improvements but only after compliance with paragraph 6.1 and receipt by Landlord from Tenant of all supporting invoices together with final lien waivers from all contractors and subcontractors, or such other documentation as Landlord may reasonably request in writing to show that all invoices have been paid for work done or authorized by Tenant or performed on Tenant's account in connection with the Premises.

15.3 ROOF ACCESS: Tenant to have permanent roof access to the building.

15.4 CAP ON CONTROLLABLE PROJECT MAINTENANCE COST (NOT TAXES OR INSURANCE): Notwithstanding anything to the contrary, Tenant's share of Controllable Project Maintenance Costs shall not exceed an increase of 8% cumulatively per year. Controllable Project Maintenance Costs shall be all Project Maintenance Costs except for, utilities and snow removal.

15.5 GREASE TRAPS. Tenant shall be solely responsible for the maintenance of any grease traps and connecting pipes thereto serving the Premises and any equipment installed therein. Tenant, at its sole cost and expense, shall procure and maintain in full force and effect a contract for the maintenance of any grease traps, including the treatment, emptying and flushing thereof, with a service and maintenance firm reasonably acceptable to Landlord. Tenant shall follow all reasonable recommendations of said contractor for the maintenance of the grease traps, including any recommended chemical treatments at any recommended intervals for the emptying and/or hydrojetting of the grease traps and connecting pipes. The service contract shall provide that the contractor shall empty the grease trap and perform such other necessary maintenance at an interval of not less than one (1) time per month. Landlord shall have the right to oversee any work performed by such contractor. Tenant, as Rent, shall be liable for the cost of any maintenance to or repairs of any of the building pumps and pipes as a result of Tenant's failure to comply with the terms and conditions of this provision or as a result of any grease, garbage or other abnormal disposal through the Building drain system by Tenant. Tenant shall prevent any and all liquids, materials and odors from migrating into adjacent occupant spaces or into the common areas. The means Tenant uses to prevent such migration shall include but not be limited to operating HVAC system, including Tenant's exhaust systems under negative pressure, sealing all openings in the devising walls and providing continuous waterproof base along the demising walls in the kitchen and in all food preparation areas in the Premises.

15.6 CODE REQUIRED MODIFICATIONS TO EXTERIOR PREMISES: Landlord agrees to make, at its sole cost and expense, modifications to the exterior of the Premises in order to comply with code requirements required for a business to be permitted to open for business at the Premises. Such modifications shall be made prior to Tenant opening for business but in no event earlier than forty five (45) days from written notice by Tenant to Landlord that such modifications are required to comply with code requirements. Tenant shall make any modifications required by its specific use or based upon Tenant's construction after delivery of the Premises.

15.7 COMPLIANCE WITH LAWS:

Compliance by Landlord. Landlord agrees to comply in a commercially reasonable manner with all Applicable Laws regarding Common Areas, and access to the Premises.

15.8: Landlord hereby represents and warrants as follows:

- (a) Title. Landlord is the fee simple owner and record title holder of the Project and the Premises.
- (b) Tenant's Rights. To Landlord's actual knowledge, there are no restrictive covenants, easements, leases or other written agreements that restrict, prohibit or otherwise affect Tenant's rights set forth in this Lease, including without limitation Tenant's use of the Premises as set forth in Section 4.1, parking rights, rights to signage, construction, permitted use or ingress and egress to and from the Premises and across the Project. Landlord's actual

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knowledge shall mean the knowledge of Ron Blair who Landlord represents is the most knowledgeable person relating to all aspects of the Project and who is familiar with all of the foregoing and therefore competent to make such representation no other person or entity. Tenant is advised to review Private Restrictions, Laws including zoning.

(d) Litigation. There are no claims, causes of action or other litigations or proceedings pending or, to the best of Landlord's actual knowledge, threatened with respect to the ownership, operation or environmental condition of the Project or any part thereof, except for claims which are fully insured and as to which the insurer has accepted defense without reservation. Landlord's actual knowledge shall mean the knowledge of Ron Blair and no other person or entity.

(e) Authority. Landlord has the full capacity, right, power and authority to execute, deliver and perform its obligations under this Lease and all documents to be executed by Landlord pursuant hereto, and all required action and approvals therefore have been fully taken and obtained. The individual signing this Lease and all other documents executed pursuant hereto on behalf of Landlord is duly authorized to do so. This Lease and all documents to be executed pursuant hereto by Landlord are binding upon and enforceable against Landlord in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord or the Premises is subject or by which Landlord or the Premises is bound.

(f) Quiet Enjoyment. Tenant, or any permitted assignee or sublessee of Tenant, upon the payment of the Rent and performance of the covenants hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises and improvements thereon by, through and under Landlord during the Term of this Lease. Additionally, Landlord shall use commercially reasonable efforts not to interfere with Tenant's Permitted Use as defined in this lease, parking, signage, ingress or egress to the Premises or across the Project, except that subject to the terms of this Lease, Landlord shall be permitted to make such repairs to the Premises as Landlord is obligated by this Lease to make thereto.

(g) No Condemnation. At the Effective Date, Landlord has no actual knowledge of any proposed condemnation or road or access changes or impairment to the visibility of the Project including, but not limited to, turn restrictions, barriers or medians, overpasses, underpasses or bypasses, that would affect the Project or Tenant's Use of any part of the Project. Actual knowledge shall mean the knowledge of Ron Blair.

(h) Declarations. Landlord has no actual knowledge of any Private Restrictions or Restrictions affecting the Project or the Premises which preclude the use of the Premises as contemplated by terms of this Lease. In no event shall Landlord agree to modify, amend or supplement the Restrictions in any manner that would affect Tenant's use of the Premises as contemplated by the terms of this Lease or have a material adverse effect on Tenant's Permitted Use. Landlord has no actual knowledge of any default of any Restrictions and the building or parcel on which the Premises are located, and to Landlord's knowledge, all uses therein, are in compliance with any and all Restrictions. Actual knowledge shall mean the actual knowledge of Ron Blair and no other person or entity.

i) Governmental Approvals. Landlord shall at no cost or expense to Landlord, use commercially reasonable efforts to assist Tenant obtaining all necessary approvals of any governmental entity having jurisdiction over the Project and operation of Tenant's business on the Premises.

15.9 OUTDOOR SEATING: Provided that Tenant is not in default under the Lease, Tenant shall have the right to use the area directly outside the Leased Premises, as shown on attached Exhibit B, as customer seating (Exterior Seating Area). Such right shall be subject to the following conditions.

A. All tables and chairs placed by Tenant in the Exterior Seating Area must be of uniform design and consistent with Tenant's other new locations in Colorado.

B. Tenant must provide, at Tenant's sole cost and expense, a trash container fitting the Building's design and aesthetic specifications and meeting Landlord's reasonable approval, to be placed within the Exterior Seating Area for patrons of Tenant's tables and chairs located in the Exterior Seating Area to dispose of refuse; Tenant, at Tenant's sole cost and expense must, on a daily basis, empty such trash container and dispose of the trash contained therein in accordance with then-current Building guidelines.

C. Tenant, at Tenant's sole cost and expense, must provide janitorial service to keep the Exterior Seating Area clean, including without limitation (a) the wipe-down of all tables on a periodic basis (but, at a minimum, at the close of each business day), and (b) refuse pick-up and disposal throughout the Exterior Seating Area.

D. Tenant will extend all applicable insurance coverage to include the Exterior Seating Area.

E. The Exterior Seating Area shall be kept free of refuse, trash and garbage at all times, and at least once each hour during any period in which the Premises are open for business, the Exterior Seating Area shall be inspected by a responsible employee of Tenant shall to insure that it is kept free of trash, refuse and garbage.

F. No additional signs, graphics or logos shall be placed or displayed by Tenant within the Exterior Seating Area.

G. All food and beverages sold or served in the Exterior Seating Area shall be prepared and served from the interior of the Premises and no serving stations or other food service furniture or equipment shall be placed or allowed to remain within the Exterior Seating Area. There shall be no food preparation in the Exterior Seating Area.

H. For purposes of the Lease except for the premises size, Tenant's proportionate share, and the payment of Base Rental, the Premises shall be deemed to include the Exterior Seating Area.

I. On the expiration or earlier termination of the Lease, Tenant shall remove all of the furniture from the Exterior Seating Area and Tenant shall at Tenant's sole cost remove the Exterior Seating Area and return it to its original condition at the time of signing the lease upon Landlord's request.

J. If Tenant fails to comply with any of the provisions described above (excepting H and I.) for (48) business hours following written notice from Landlord to Tenant with a copy to Tenant's notice address, Landlord shall have the right to either (i) perform the service or act in question, in which event the cost of Landlord's performance of such service or act shall be payable as additional Rent under the Lease immediately upon demand therefore or (ii) place Tenant in default of the Lease.

15.10 SURVIVAL: The following obligations of Landlord shall survive the expiration or termination of this Lease: (i) any obligation herein permitted to be performed after the expiration or termination of this Lease; (ii) any obligation not reasonably susceptible to performance prior to the expiration or termination of this Lease; and (iii) any obligation required hereunder to be performed at or before the expiration or termination of this Lease, not so performed. All representations, warranties and indemnities shall survive the termination or expiration of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the respective dates below set forth with the intent to be legally bound thereby as of the Effective Date first above set forth.

Initial 

AS LANDLORD:

RENCO SOUTHBRIDGE, LLC
RIVERSIDE SOUTHBRIDGE, LLC
LAKEHOUSE SOUTHBRIDGE, LLC
BLAIR SOUTHBRIDGE, LLC
VERMEIL SOUTHBRIDGE, LLC

AS TENANT:

Rubio's Restaurant Inc.,
a Delaware corporation

By: Renco Properties, Inc.
Their: Authorized Agent

By: JZ
Its: President
Dated: 8/3/16

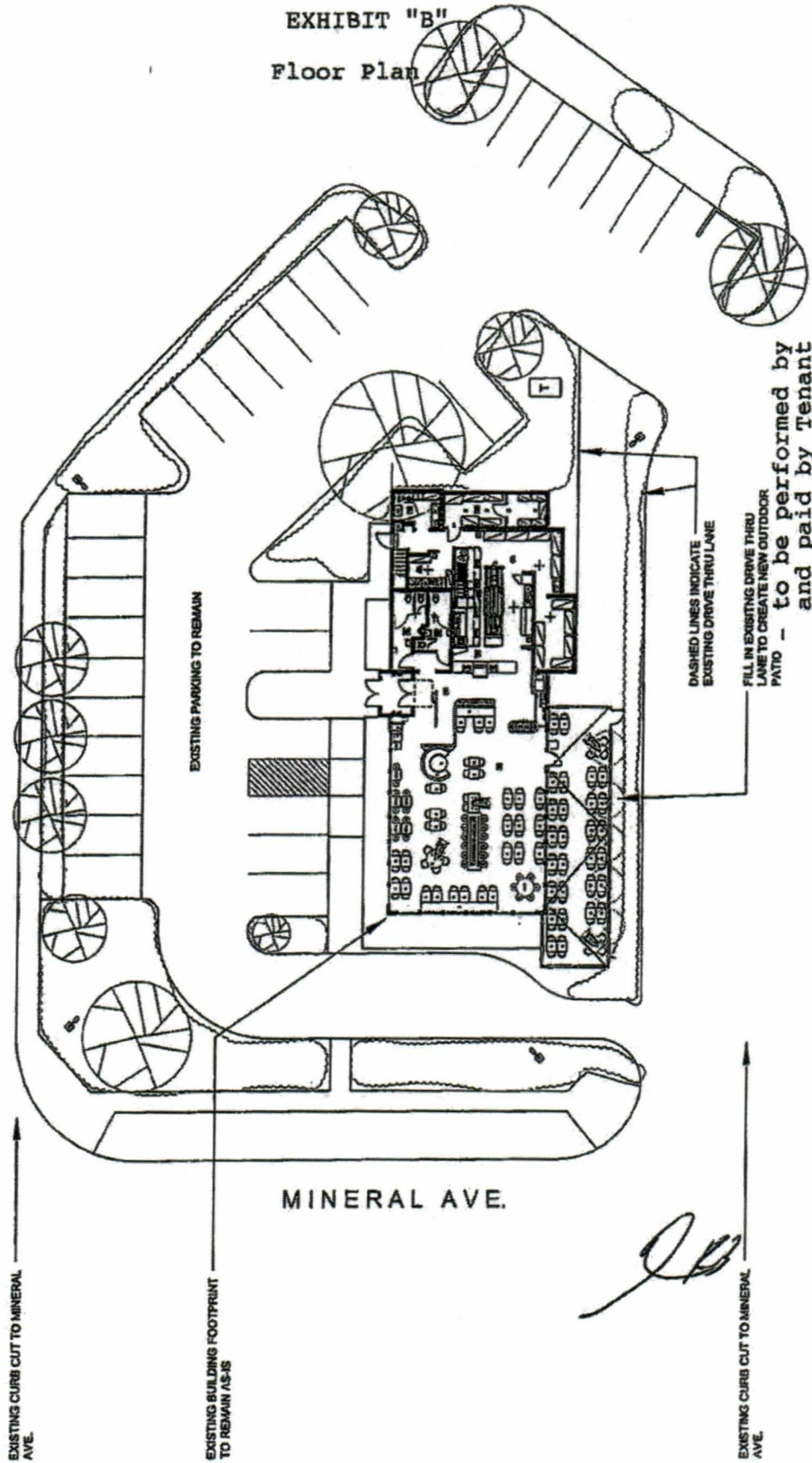
By: [Signature]
Its: Greg Semos
Dated: 7/13/16
Senior Vice President,
Development

Initial [Signature]

Site Plan



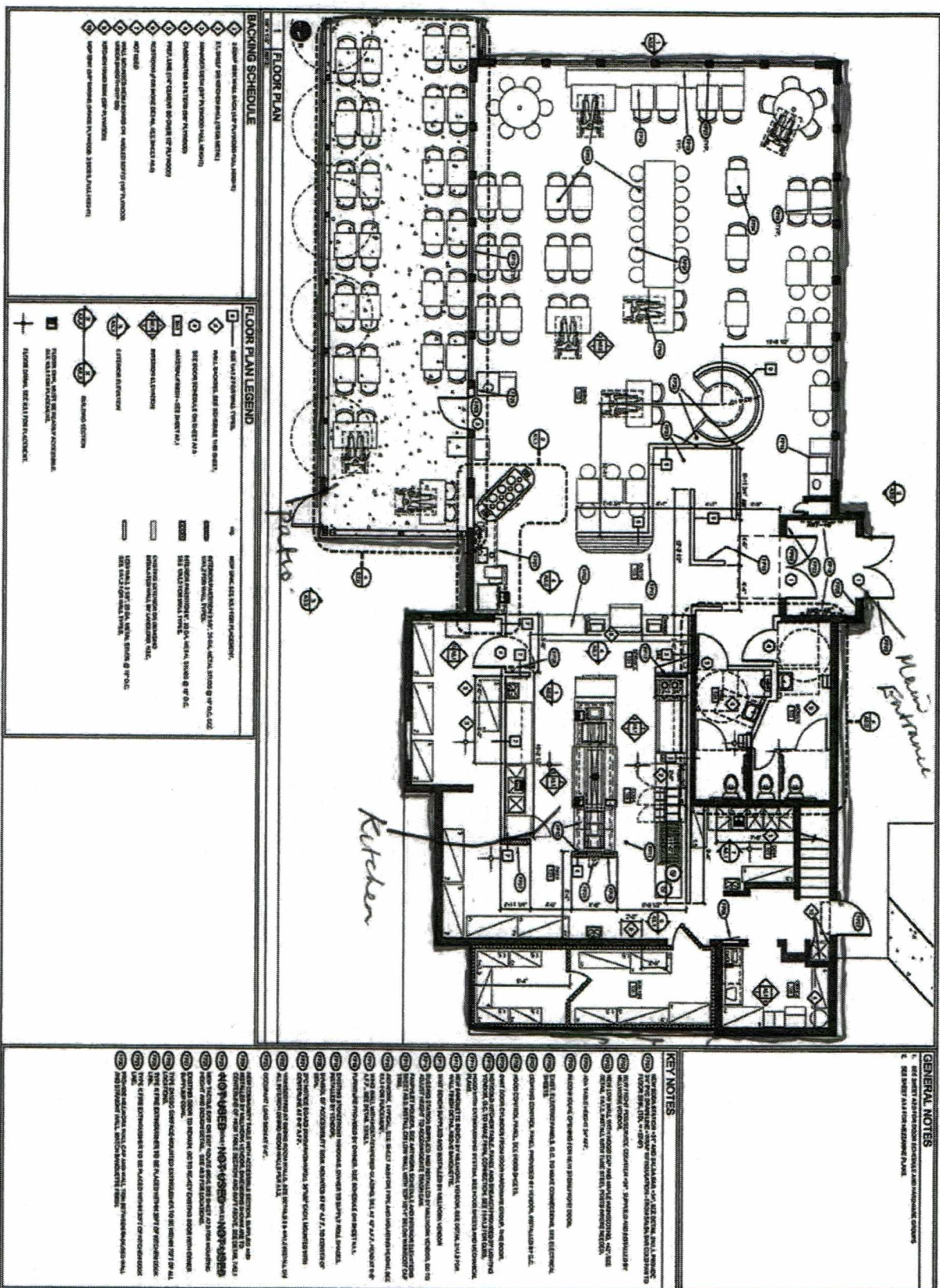
EXHIBIT "B"
Floor Plan



RUBIOS COASTAL GRILL, "LITTLETON"
111 W. MINERAL AVE LITTLETON, COLORADO 80120
SITE PLAN LAYOUT, SCALE 1" = 20'-0"
28 JUNE 2016



Rubio's Restaurants Inc.
111 W. Mineral Ave.
Littleton, CO 80120



**RUBIO'S COASTAL
GRILL
#287 "LITTLETON"
111 W. MINERAL AVE.
LITTLETON, CO 80120**

rubio's

FLOOR PLAN

A1.0

02/2016



Memorandum

To: Colleen Norton, Deputy City Clerk
From: Kevin Hampton, Investigations Division Sergeant
Date: Feb 28 , 2017
Re: Liquor License Application- New Hotel and Restaurant

RE: Rubio's Restaurants Inc.

DBA : Rubio's Coastal Grill

Location: 111 W Mineral Avenue

Applicants:

MRRRC Hold Co.

Marc Simon **DOB:** [REDACTED]

Frank Henigman **DOB:** [REDACTED]

Manager: Steven Oesterreich III **DOB:** [REDACTED]

At your request, a background investigation was conducted on the above named establishment and the above named parties. The investigation included a check of Colorado Bureau of Investigation records, as well as those of the FBI.

That search revealed that Steven Osterreich III was arrested on 3/28/13 and charged with Disorderly Conduct and Battery/ Domestic Abuse Related. He was later convicted of the Disorderly Conduct charge and on 5/28/13 his record was expunged.

No criminal information about any of the other applicants was located.

The records of the Littleton Police Department were also searched and no incidents at this location were reported.

WAIVER OF HEARING AND OBJECTIONS TO PROCESS BY WHICH
NEIGHBORHOOD BOUNDARIES AND PUBLIC HEARING DATES ARE SET

NAME OF APPLICANT:

RUBIO'S RESTAURANTS INC. D/B/A RUBIO'S COASTAL GRILL

LIQUOR OR BEER LICENSE APPLIED FOR:

HOTEL & RESTAURANT LIQUOR LICENSE

PROPOSED ADDRESS OF LICENSED ESTABLISHMENT:

111 W MINERAL AVENUE, LITTLETON CO 80120

I, Daniel J. Kramer (Liquor or Beer License Applicant) (Attorney for Liquor or Beer License Applicant) for and/or on behalf of the liquor or beer license applicant, hereby consent and waive any objections to the City of Littleton City Clerk canvassing the Licensing Authority Board Members, by email, in order to obtain a vote as to the suggested neighborhood boundaries and public hearing date for the consideration of the liquor or beer license applied for.

Specifically, I agree to the following neighborhood boundaries proposed by the City staff:

On the north – Ridge Road

On the south – Littleton City Limits

On the west – Santa Fe Drive

On the east – Littleton City Limits

Further, I agree to the public hearing being held on the 8th day of March, 2017 at 6:30 p.m.

I understand that if the telephone vote of the Authority is negative in regard to either the boundaries or date as specified above, that I will be contacted by the City Clerk so that I may appear at the next meeting of the Licensing Authority for the purposes of establishing the neighborhood boundaries and/or the date of the public hearing.

Signature

(Liquor or Beer License Applicant)

Date

Daniel J. Kramer
Signature

(Attorney for Liquor or Beer
License Applicant)

2/2/2017
Date

LICENSING AUTHORITY APPLICATION: RUBIO'S RESTAURANTS INC.

DBA: Rubio's Coastal Grill, 111 W Mineral Avenue

CLASS: Hotel & Restaurant

SET BOUNDARIES: February 2, 2017

PUBLIC HEARING: March 8, 2017

ESTABLISHMENTS HOLDING LIQUOR LICENSES THAT SELL SIMILAR
ALCOHOLIC BEVERAGES IN THE SUGGESTED AREA:

(H/R)	NoNo's Café 3005 West County Line Road	(H/R)	3 Margaritas 501 East County Line Road
(H/R)	Old Chicago 7961 South Broadway	(H/R)	Little Basil 7923 South Broadway
(H/R)	The Shack 151 West Mineral Avenue	(H/R)	Rib City 7903 S Broadway Unit B
(LDS)	Safeway 181 West Mineral Avenue	(H/R)	Pho 99 Littleton 211 East County Line Road
(Retail)	Advance Liquors 7945 South Broadway	(H/R)	Mi Cocina Express 137 West County Line Road
(Retail)	Conoco / Circle K 8073 S Broadway	(H/R)	Hot Stove Lounge / Santoro's 841 Southpark Drive
(3.2%)	Loaf 'N Jug 8080 S Broadway	(Tavern)	Alibi's Bar & Grill 7983 South Broadway
(B/W)	Garlic Knot Pizza and Pasta 1621 West Canal Circle	(H/R)	Sunflower Asian Café 91 West Mineral Avenue
(3.2%)	King Soopers 7901 S Broadway	(H/R)	The Boardroom 51 W Dry Creek Court
(H/R)	Zaika Indian Cuisine 151 W Mineral Avenue #109	(3.2%)	Shop-N-Save 1601 West Canal Circle
(Tavern)	Woodhouse Day Spa – Littleton 8351 Southpark Lane		

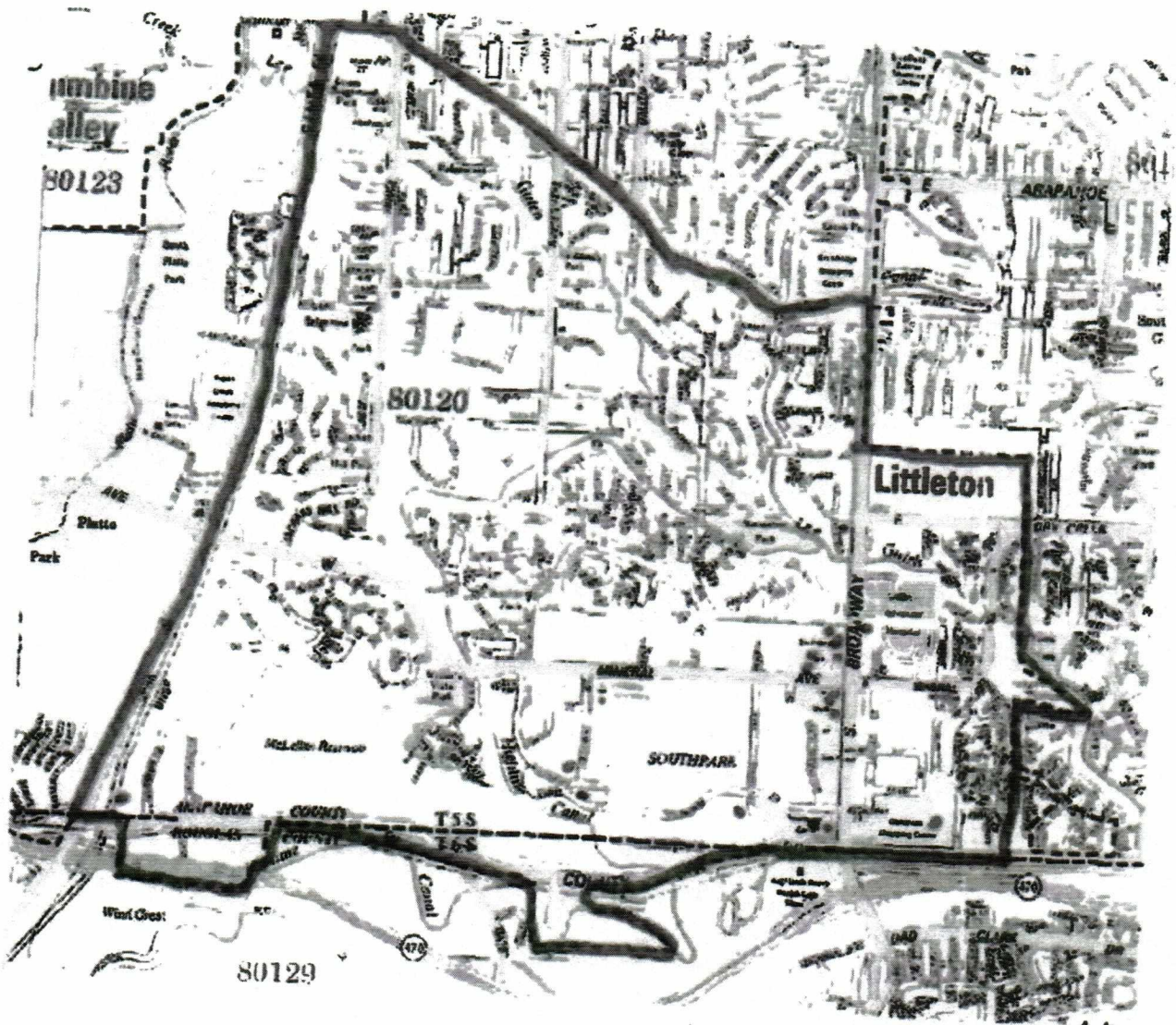
(H/R)	denotes Hotel & Restaurant license
(Tavern)	denotes Tavern license
(LDS)	denotes Liquor Licensed Drugstore

(Retail)	denotes Retail license
(3.2%)	denotes 3.2% Beer license
(VR)	denotes Vintner Restaurant license

NEIGHBORHOOD PETITIONING BOUNDARIES:

ON THE NORTH: Ridge Road
ON THE SOUTH: Littleton City Limits
ON THE WEST: Santa Fe Drive
ON THE EAST: Littleton City Limits

Rubio's Coastal Grill
111 W Mineral Avenue
Littleton, CO 80120



AFFIDAVIT

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

I, Colleen Norton, being first duly sworn upon oath, depose and say that for a period of not less than 10 days, beginning on February 25, 2017, there was posted upon the property located at 111 W Mineral Avenue, Littleton, Colorado, a notice that there will be a hearing to consider a new application for a Hotel & Restaurant On-Premise liquor license for Rubio's Restaurants Inc., d/b/a Rubio's Coastal Grill, on the 8th day of March, 2017, and that said notice was in due form of the law.

Colleen L. Norton

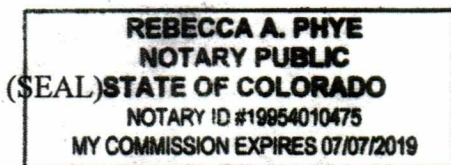
Colleen L. Norton, Deputy City Clerk

Subscribed and sworn to before me this 27th day of February, 2017.

Witness my hand and seal.

Rebecca A. Phye

Notary Public



My commission expires: July 7, 2019

Public Notice

LITTLETON NOTICE OF PUBLIC HEARING

Pursuant to the liquor laws of the State of Colorado, Rubio's Restaurants Inc. doing business as **Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, CO**, has requested the licensing officials of the City of Littleton, Colorado, to grant a Hotel & Restaurant liquor license for the sale of on-premise consumption only.

The public hearing on the application will be held on **Wednesday, March 8, 2017 at 6:30 p.m.**, in the Council Chamber of the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

By order of the Licensing Authority of the City of Littleton, Colorado.

/s/ Colleen L. Norton, Deputy City Clerk

Legal Notice No.: 58596

First Publication: February 23, 2017

Last Publication: February 23, 2017

Publisher: Littleton Independent

ESQUIRE PETITIONING SERVICES, LLC

Liquor Licensing Specialists

2792 South Race Street

Denver, Colorado 80210

Telephone: (303)331-8600

Facsimile: (303)331-9048

Email: kpietrs@comcast.net

February 21, 2017

To: Littleton Liquor Licensing Authority

Re: Summary report of petition circulation methods and results in the application for
A new Hotel and Restaurant Liquor License.

Applicant:	Rubio's Restaurants, Inc.
Trade Name:	Rubio's Coastal Grill
Proposed Location:	111 W. Mineral Avenue Littleton, Colorado 80120

Methods:

1. The petition circulation was conducted under the control of Esquire Petitioning Services, L.L.C. ("Esquire").
2. Circulators were driven to the proposed site and became familiar with the Applicant's proposed location.
3. Petitions were pre-filed according to the Licensing Authority's local rules.
4. Esquire prepared all of the petition circulation materials. Each circulator carried a clipboard and petition packet consisting of the following: a. a map of the designated neighborhood with neighborhood boundaries outlined and the proposed location of the outlet denoted by an "X"; b. a petition cover sheet stating: the Applicant's name, the trade name, the proposed location, the type of license application, the qualifications for signing the petition and the information concerning the public hearing; c. signature sheets that provided eligible persons the opportunity to sign the petition in support of, or in opposition to, the application; and d. data sheets on which to record all responses by address.

5. The circulators were instructed as follows:
 - a. to state the petition being circulated concerned an application for a Hotel and Restaurant Liquor License for Rubio's Restaurants, Inc., dba Rubio's Coastal Grill;
 - b. to present the map of the designated neighborhood, state the Applicant's name, trade name and to describe the Applicant's location;
 - c. to review the qualifications for signing the petition and the petition issue;
 - d. to provide eligible persons the opportunity to sign the petition in support of, or in opposition of the application;
 - e. to witness all signatures; and
 - f. to record, by address, all responses on the data sheet.

RESULTS:

1. Overview of Petition Results:

Total door knocks:	544
Persons who signed the petition:	183
Persons who declined to sign the petition:	56
Ineligible contacts:	
(Younger than 21; non-resident; non-English speaking;	14
Not a business owner or manager)	
No answer to the door knock:	310

2. <u>Response of Eligible Contacts:</u>	Totals:	Percentages
a. Signatures supporting issuance:		
Residents:	146	79.8 %
Business Owners/Managers:	35	19.1 %
TOTAL:	181	98.9 %
b. Signatures opposing issuance:		
Residents:	2	1.1 %
Business Owners/Managers:	0	0.0 %
TOTAL:	2	1.1 %
<u>TOTAL</u>	<u>183</u>	<u>100 %</u>

c. Reasons Stated for Signing In Opposition to the License:

	Totals	% of people signing:
Does not drink alcohol:	2	1.1 %
Neutral:	0	0.0 %
Sufficient number of outlets:	0	0.0 %
Traffic	0	0.0 %
Other/No reason stated	0	0.0 %
TOTAL:	2	1.1 %

d. Results analyzed on a needs and desires basis:

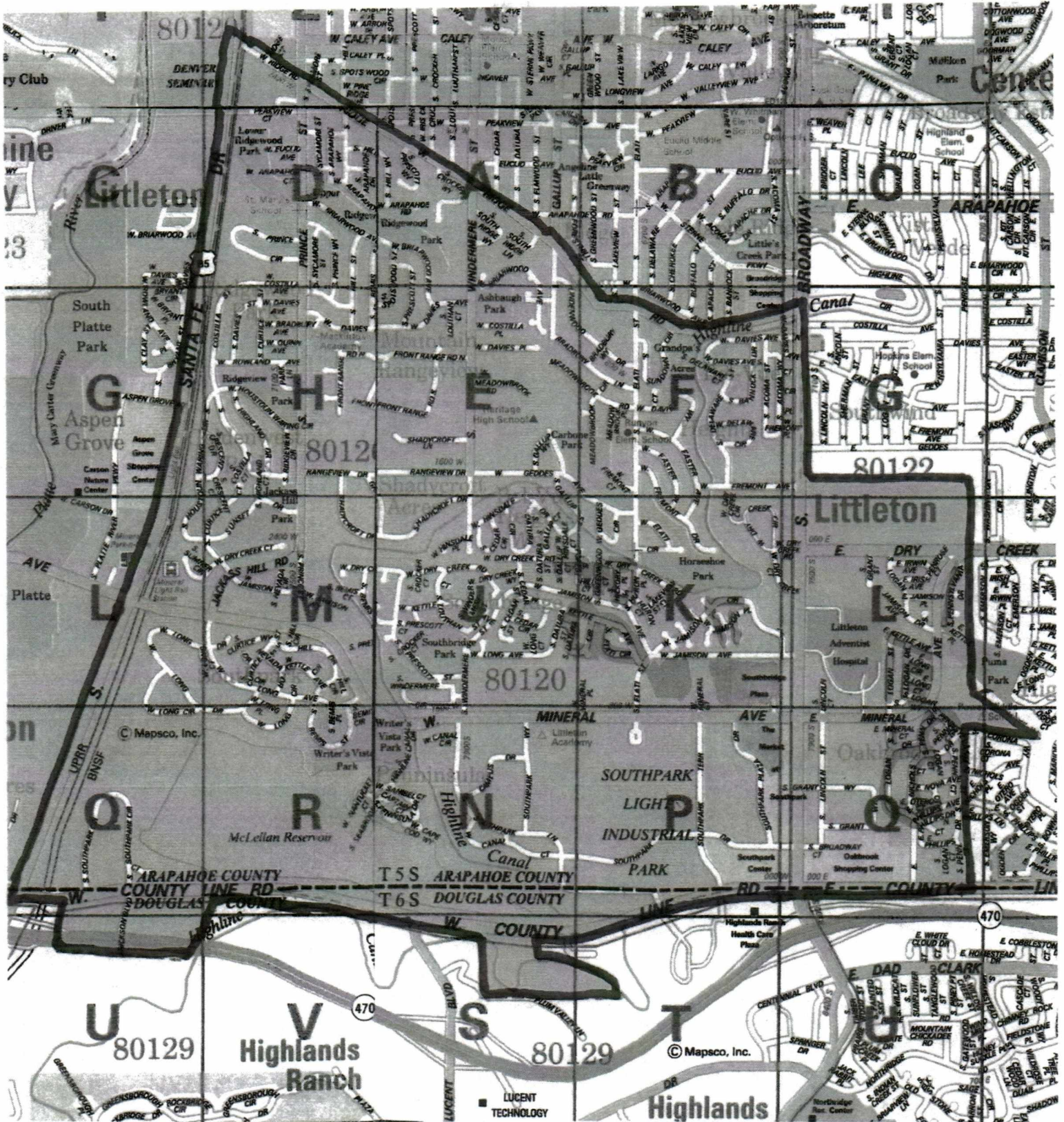
Signatures supporting the issuance of the license because the eligible contacts desired the license to issue because the existing outlets are not sufficient to meet the needs of the neighborhood. 181 100 %

Signatures opposing the issuance of the license because the eligible contacts did not desire the license to issue because the existing outlets are sufficient to meet the needs of the neighborhood. 0 0.0%

Total: 181 100 %

e. Reasons stated for declining to sign the petition

Preferred to remain neutral	3
No interest in application:	25
Does not drink alcohol:	3
Too busy to sign:	6
Against corporate policy:	0
Does not sign Petitions	5
Other:	14
TOTAL:	56

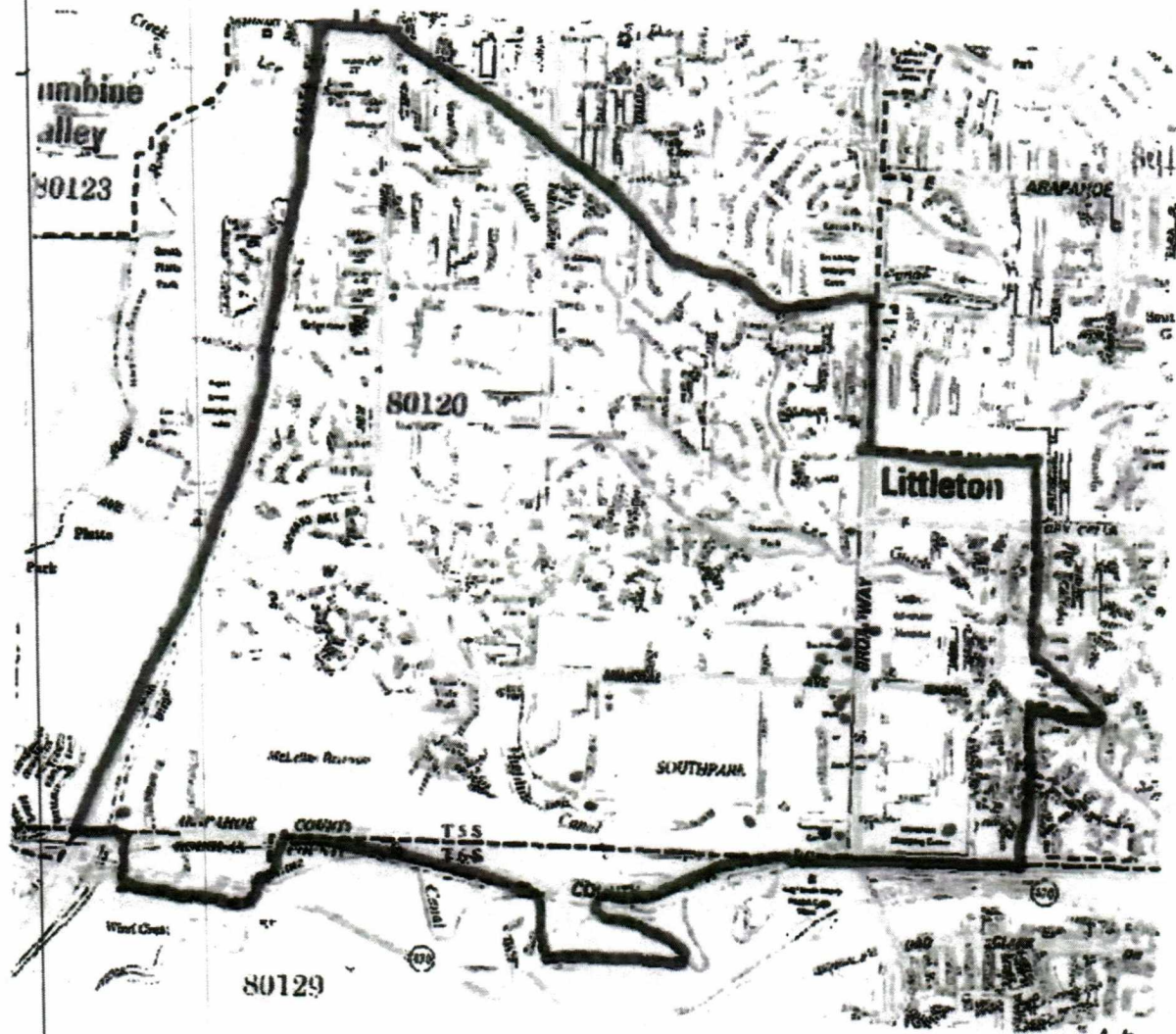


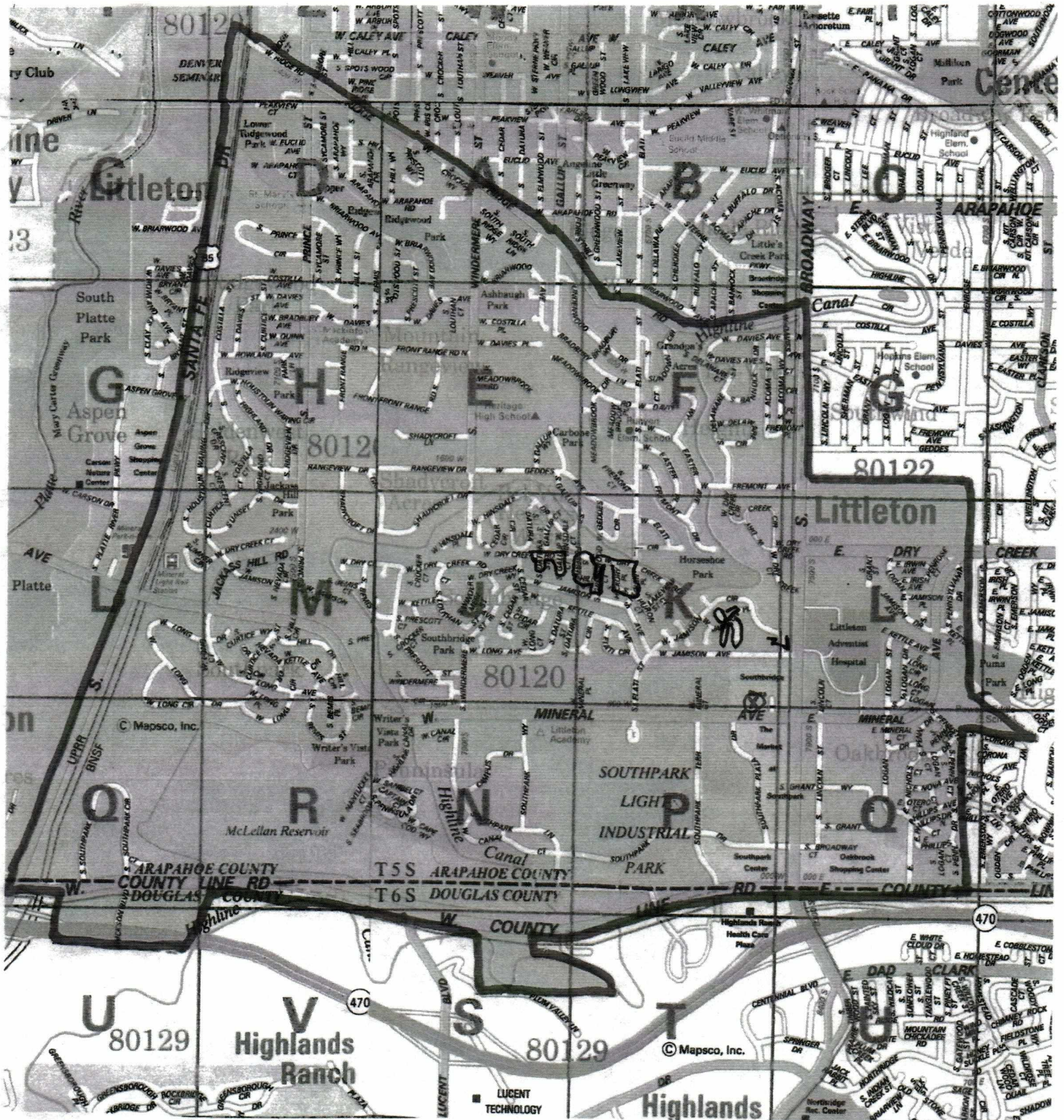
MAP OF THE DESIGNATED NEIGHBORHOOD
CONCERNING A NEW HOTEL & RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
 Trade Name: RUBIO'S COASTAL GRILL
 Location: 111 W. MINERAL AVENUE
 LITTLETON, COLORADO 80120

Master Map
Residents
Business

Rubio's Coastal Grill
111 W Mineral Avenue
Littleton, CO 80120





MAP OF THE DESIGNATED NEIGHBORHOOD
CONCERNING A NEW HOTEL & RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Location: 111 W. MINERAL AVENUE
 LITTLETON, COLORADO 80120

Handwritten signature/initials

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Proposed Location 111 W. MINERAL AVENUE
LITTLETON, COLORADO 80120
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: March 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado 80120

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
2. You RESIDE within the defined neighborhood designated on the attached map.

OR

3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
5. You have not signed another petition concerning the same application.
6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

IF YOU OPPOSE THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE NOT BE ISSUED, PLEASE MARK AN "X" IN THE "OPPOSE" COLUMN.

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC.

TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
Printed name-below line (Please use black ink)					
<i>[Signature]</i> Jamie Agnew	211 W. Jamison Cir. #30	X		45	2/19/17
<i>[Signature]</i> Margaret McMillon	209 W. Jamison Cir #32	X		68	2/19/17
<i>[Signature]</i> Buzsark Hayda	240 W. Jamison Cir. #27	X		33	2/19/17
<i>[Signature]</i> Laura Peacock	352 W. Jamison Pl #74	X		46	2/19/17
<i>[Signature]</i> Tina Webb	346 W. Jamison Pl #71	X		51	2/19/17
<i>[Signature]</i> Pam Werner	346 W. Jamison Pl #72	X		58	2/19/17
<i>[Signature]</i> Gale F. Kent	346 W. Jamison Pl #69	X		65	2/19/17
<i>[Signature]</i> Chris Dougherty	346 W. Jamison Pl #68	X		66	2/19/17
PATT STEPHENS PATT STEPHENS	402 W. Jamison Pl	X		65	2/19/17
<i>[Signature]</i> Elizabeth Brown	411 W. Jamison Pl	X		36	2/19/17
<i>[Signature]</i> DANIEL HILL	421 W. JAMISON PL	X		51	2/19/17
<i>[Signature]</i> HIRAM D. CHINN II	441 W. Jamison Pl	X		74	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION
APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL
PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>James T. Halden</u> JAMES T. H	451 W Jamison Pl	✓		59	2-19-2017
2 <u>James Halden</u> James Halden	461 W. Jamison Pl	✓		61	2/19/17
3 <u>Christina Calaman</u> Christina Calaman	341 W. Jamison PL #19	✓		39	2/19/17
4 <u>Kramer Peter</u> Kramer Peter	341 W. Jamison PL #21	✓		26	2-19-17
5 <u>Diana Rouse</u> Diana Rouse	351 W Jamison PL #15	✓		64	2-19-17
6 <u>GABRIEL NOORY</u> GABRIEL NOORY	351 W Jamison PL #18	✓		86	2/19/17
7 <u>ROSEAN NOORY</u> ROSEAN NOORY	351 W Jamison PL #18	✓		71	2/19/2017
8 <u>Jeffrey R Goar</u> Jeffrey R Goar	7755 S Hickory PL	✓		49	2/19/17
9 <u>MARK GONCALVES</u> MARK GONCALVES	1031 W. DRY CREEK RD	✓		64	2/19/17
10 <u>John E. Hlick</u> John E. Hlick	1121 W. DRY CREEK RD.	✓		61	2/19/17
11 <u>MARGARET BROWN</u> Margaret Brown	7711 S. FORESTHILL CT	✓		65	2/19/17
12 <u>Robert C. Brown</u> Robert C. Brown	7711 S. Foresthill Ct	✓		70	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <i>Polleen E Heldt</i> Polleen E Heldt	7721 S Foresthill Ct	X		55	2/19/17
2 <i>Theresa Lesure</i> Theresa Lesure	7761 S. Foresthill Ct	X		39	2/19/17
3 <i>Glenn Balasky</i> Glenn Balasky	7751 S. Foresthill Ct	✓		55	2/19/17
4 <i>John Dennis</i> JOHN DENNIS	7781 S. FORESTHILL CT	✓		65	2-19-17
5 <i>Floyd Tepper</i> FLOYD TEPPER	7790 S. FORESTHILL CT	✓		62	2-19-17
6 <i>Kirk Boylen</i> Kirk Boylen	7761 S. Greenwood Ct	✓		62	2-19-17
7 <i>Mark H. Nilsson</i> Mark H. Nilsson	7767 S. Datura St, Littleton, CO 80120	✓		56	2-19-17
8 <i>David B. Hinz</i> David B. Hinz	7766 S. Datura St.	✓		53	2-19-17
9 <i>Lanie Prouse</i> Lanie Prouse	1301 W Dry Creek Rd	✓		46	2/19/17
10 <i>J G Farrell</i> J G Farrell	1311 W. Dry Creek Rd.	✓		56	2/19/17
11 <i>George Garcea</i> George Garcea	1331 W. DM Creek	*		63	2/19/17
12					

CIRCULATOR AFFIDAVIT

I, Jerry Wheeler, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

[Signature]
CIRCULATOR

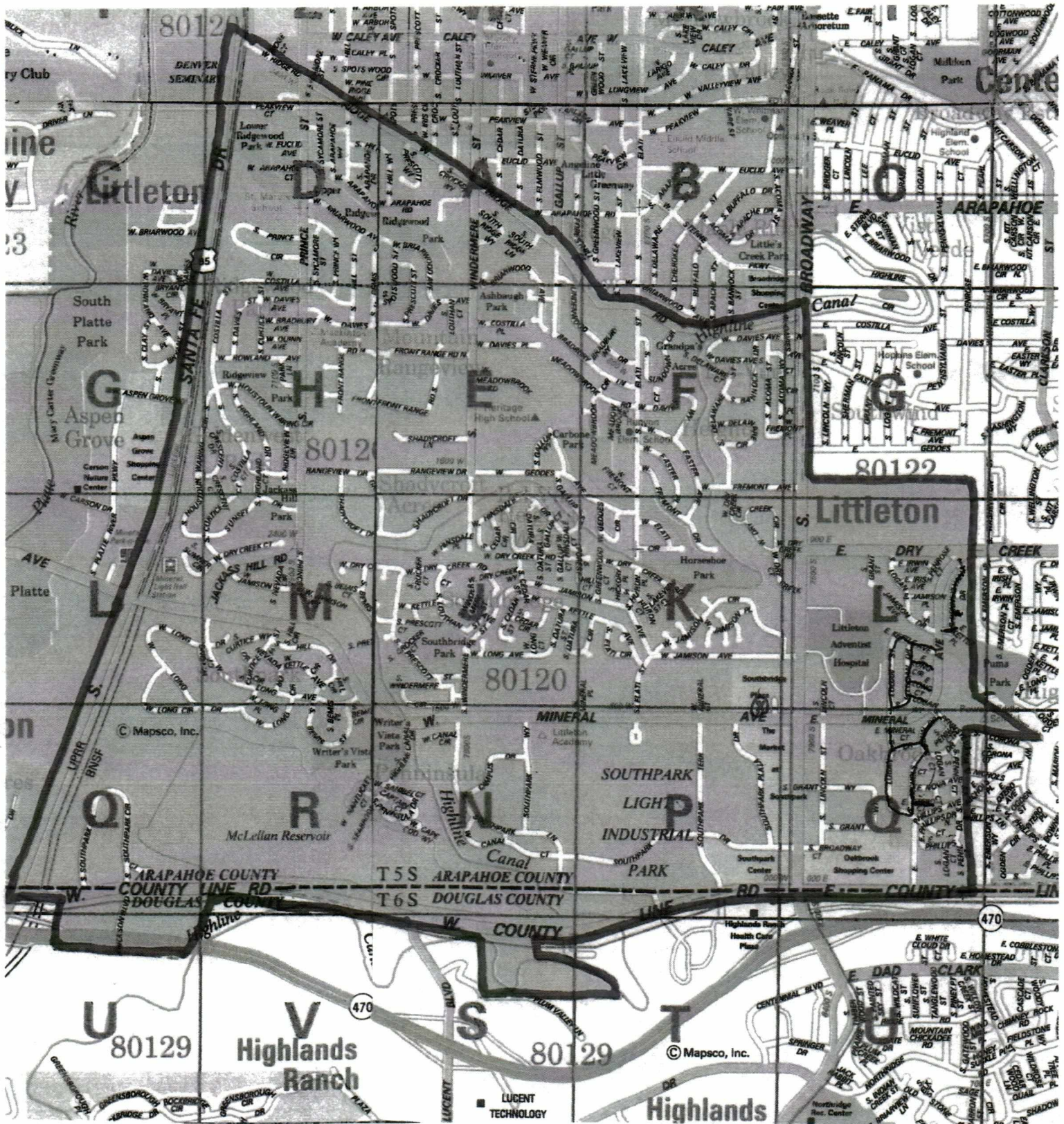
STATE OF COLORADO
COUNTY OF Arapahoe) SS.

Subscribed and sworn to before me this 19th day of February, 2017

[Signature]
NOTARY PUBLIC

My commission expires: 7-14-19





**MAP OF THE DESIGNATED NEIGHBORHOOD
CONCERNING A NEW HOTEL & RESTAURANT LIQUOR LICENSE**

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Location: 111 W. MINERAL AVENUE
 LITTLETON, COLORADO 80120

SS 2-19-17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

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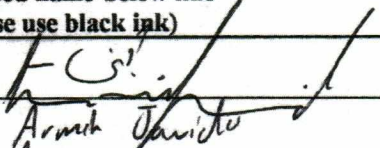
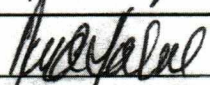


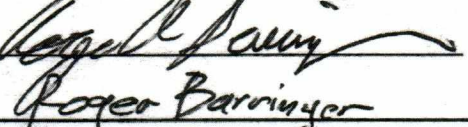



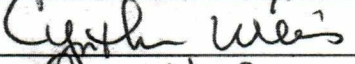
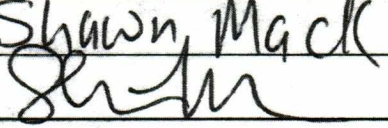

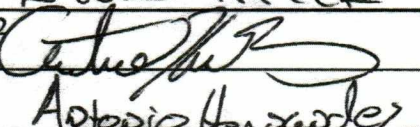
IF YOU OPPOSE THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE NOT BE ISSUED, PLEASE MARK AN "X" IN THE "OPPOSE" COLUMN.

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. **TRADE NAME:** RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1  Armita Javidi	7855 S. Logan St.	✓		28	2/19/17
2  FRED FAINE	7845 S. Logan St.	✓		54	2/19/17
3  Ben Rikhanbader	7635 S. Logan St	✓		39	2/19/17
4  Steve Bunnell	7825 S. Logan St	✓		64	2/19/17
5  Roger Barringer	7805 S. Logan St.	✓		58	2/19/17
6  Deborah Kloes	389 E. Kettle Ave	✓		57	2/19/17
7  Javan Boles	619 E. Kettle Ave	✓		26	2/19/17
8  James R Ryan	7823 S. Logan Dr Littleton CO 80122	✓		73	2/19/17
9  Cynthia Wells	522 E Long Cir Littleton 80122	✓		68	2/19/17
10  Shawn Mack	602 E Long Cir	✓		42	2/19/17
11  Dawn Mack	602 E Long Cir Littleton 80122	✓		40	2/19/17
12  Antonio Hernandez	623 E Long Ct. Littleton 80122	✓		32	2/19/17

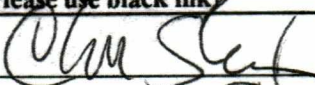
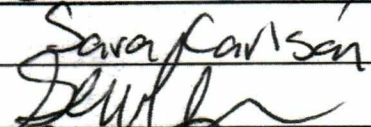
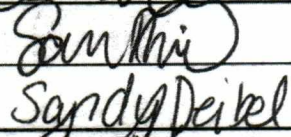
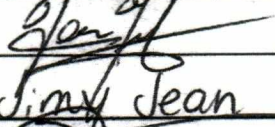

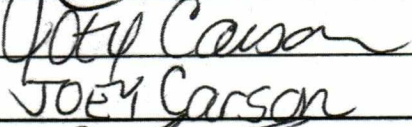
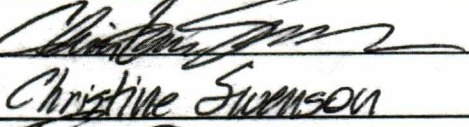
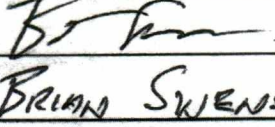
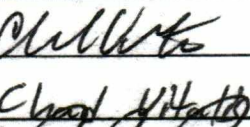
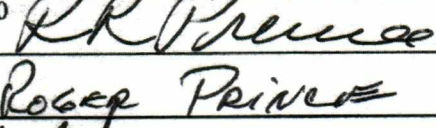
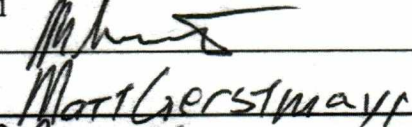

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC.

TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1  Charles Sherry	603 E Long C Littleton CO 80120	✓		54	2-19-17
2  Sara Carlson	7898 S. Logan Dr Littleton 80120	✓		41	2/19/17
3  Sandy Deikel	409 E. Mineral Littleton CO	✓		28	2/19/17
4  Jimmy Jean	409 E Mineral Littleton CO	✓		34	2/19/17
5  C.R. Lester	429 E. Mineral	✓		26	2-19-17
6  JOEY CARSON	7931 S. Logan St	✓		21+	2-19-17
7  Christine Swenson	7935 S. Logan Dr	✓		45	2/19/17
8  BRIAN SWENSON	7935 S. LOGAN DR	✓		45	2/19/17
9  Chad Wilk	7925 S. Logan Dr	✓		38	2/19/17
10  Roger Prince	7915 S. LOGAN DR	✓		81	2/19/17
11  Matt Gerstmaier	7975 S. Logan Dr.	✓		52	2/19/17
12  Drew Kraf	7995 S. Logan Dr	✓		21	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC.

TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <i>Angelia Torres</i> Angelia Torres	7995 S. Logan Dr Littleton, CO 80120	X		37	2/19/17
2 <i>David Schwan</i> David Schwan	8005 S. Logan Dr Littleton CO 80122	X		65	2/19/17
3 <i>JoAnne M Schwan</i> JoAnne M Schwan	8005 S Logan Dr	X		66	2/19/17
4 <i>Jill Burk</i> Jill Burkman	8035 S. Logan Dr Littleton, CO 80120	X		36	2/19/17
5 <i>Jeff Burkman</i> Jeff Burkman	8035 S Logan Dr	X		39	2/19/17
6 <i>Sylvia Sevier</i> SYLVIA SEVIER	8075 S LOGAN DR LITTLETON CO 80122	X		47	2/19/17
7 <i>Duke Sevier</i> Duke Sevier	8075 S. Logan Dr. Littleton, CO 80122	X		49	2/19/17
8 <i>Dan Justis</i> Dan Justis	511 E Nichols Dr Littleton 80122	X		65	2/19/17
9 <i>Lindsey Crozier</i> Lindsey Crozier	506 E. Otero Ct. Littleton, CO 80120	X		39	2/19/17
10 <i>Mary Stalder</i> MARY STALDER	512 E. OTERO Ct LITTLETON 80122	X		73	2/19/17
11 <i>Maria Skow</i> MARIA SKOW	556 E NICHOLS DR LITTLETON CO 80122	X		58	2/19/17
12 <i>Stacy Thompson</i> STACY THOMPSON	562 E Nichols Dr	X		61	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. **TRADE NAME:** RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Hannah Faycett</u> <u>HM</u>	612 E Nichols Dr Littleton CO 80120	✓		25	2/19/17
2 <u>Scott Martin</u> <u>SM</u>	601 E Nichols Littleton 80122	✓		52	2/19/17
3 <u>Gwen C. Balk</u> Gwen C. Balk	7687 S. Pennsylvania Dr	✓		65	2/19/17
4					
5					
6					
7					
8					
9					
10					
11					
12					

CIRCULATOR AFFIDAVIT

I, Sarah Schweitzer, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

Sarah Schweitzer
CIRCULATOR

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

Subscribed and sworn to before me this 19th day of February, 2017

Carol Johnson
NOTARY PUBLIC

My commission expires: 7-14-19



APR
2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Proposed Location 111 W. MINERAL AVENUE
LITTLETON, COLORADO 80120
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: March 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado 80120

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
 2. You RESIDE within the defined neighborhood designated on the attached map.
- OR**
3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
 4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
 5. You have not signed another petition concerning the same application.
 6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

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PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
¹ <u>William S Brown</u> WILLIAM S. BROWN	528 E LONG ST	X		77	2/19
² <u>M. T. M</u> Matt Clarkson	7867 S Logan Dr.	X		35	2/19
³ <u>Margaret E. Wild</u> Margaret F Wild	7882 S Logan Dr Way	X		67	2/19
⁴ <u>Timme C Wild</u> Timme C Wild	7882 S Logan way	X		67	2/19
⁵ <u>[Signature]</u> Ben Cantor	7896 S Logan Dr.	X		34	2/17
⁶ <u>[Signature]</u> DAVID NEUMAN	7911 S Logan St	X		33	2/19
⁷ <u>[Signature]</u> Carissa Neuman	7911 S Logan St	X		34	2/19
⁸ <u>[Signature]</u> Jim HESTER	410 E, MINERAL CT	X		63	2/19
⁹ <u>Susan Bell</u> [Signature]	430 E. Mineral Ct	X		41	2/19
¹⁰ <u>[Signature]</u> JIA BAHBAZ	7961 S. Logan St	X		69	2/19
¹¹ <u>Holly Nahbar</u> Holly Nahbar	7961 S Logan	X		66	2/19
¹² <u>[Signature]</u> Kevin P Redmond	7926 S. Logan Dr	X		63	2/19

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. **TRADE NAME:** RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
¹ Lisa Redmond Lisa Redmond	7926 S. Logan Dr.	X		53	2/19
² Steven Wall Steven Wall	7966 S. Logan Dr	X		51	2/19
³ Samantha Wall Samantha Wall	7966 S. Logan Dr.	X		23	2/19
⁴ Constance Walker Constance Walker	7976 S. Logan Dr. Littleton, CO 80122	X		50	2/19
⁵ Amy Aylward Amy Aylward	7996 S. Logan Dr Littleton, CO 80122	X		45	2/19/17
⁶ David DeBlaker David DeBlaker	8026 S Logan Dr Littleton CO 80122	X		24	2/19/17
⁷ Chris Ferrell Chris Ferrell	8115 S. Logan Dr	X		47	2/19/17
⁸ Debbie Shriver Debbie Shriver	8110 S. Logan Dr	X		60	2/19/17
⁹ Gloria Schwieson Gloria Schwieson	8095 S. Logan Dr. Littleton 80122	X		51	2-19-17
¹⁰ David Schwieson David Schwieson	8095 S. Logan Dr	X		58	2-19-17
¹¹ Kathy Hahn Kathy Hahn	591 E. Nichols Dr	X		64	2/19/17
¹² Ben Reville Ben Reville	504 E OTERO	X		31	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION
APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL
PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
Printed name-below line (Please use black ink)					
1 <i>Miller D. Sutton</i> Miller D. Sutton	522 E. OTERO CT Littleton CO 80122	✓		62	2/19/17
2 <i>John Delmer</i> <i>Seid</i>	516 E OTERO CT LITTLETON	✓		27	2/19/17
3 <i>William J Vogel</i> William J Vogel	542 E Nichols Dr Littleton CO 80122	✓		52	2/19/17
4 <i>Kyle Demeter</i> Kyle Demeter	546 E Nichols Dr. Littleton, CO 80122	✓		32	2/19/17
5 <i>Lawrence Toffoli</i> Lawrence Toffoli	601 E Nichols Dr Littleton, CO 80122	✓		77	2/19/17
6 <i>Donald Spontarelli</i> Donald Spontarelli	631 E Nichols Dr Littleton CO 80122	✓		58	2/19/17
7 <i>Dan Matras</i> DAN MATRAS	7974 S. PENN DR LITTLETON, CO	✓		70	2/19/17
8 <i>Stephen E Toepel</i> Stephen E Toepel	Littleton, CO 80122 7528 S. Penn Dr	✓		60	2-19-17
9 <i>Cynthia R Toepel</i> Cynthia R Toepel	7528 S. Penn Dr Littleton, CO 80122	✓		65	2/19/17
10 <i>Schriber Carter</i> Schriber Carter	7588 S. Pennsylvania Dr. Littleton, CO 80122	✓		40	2/19/17
11 <i>Pamela Jewett</i> Pamela Jewett	728 E KATH PL Littleton CO 80122	✓		50	2/19/17
12					

CIRCULATOR AFFIDAVIT

I, AARON ROGNSTAD, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

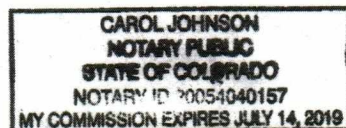

CIRCULATOR

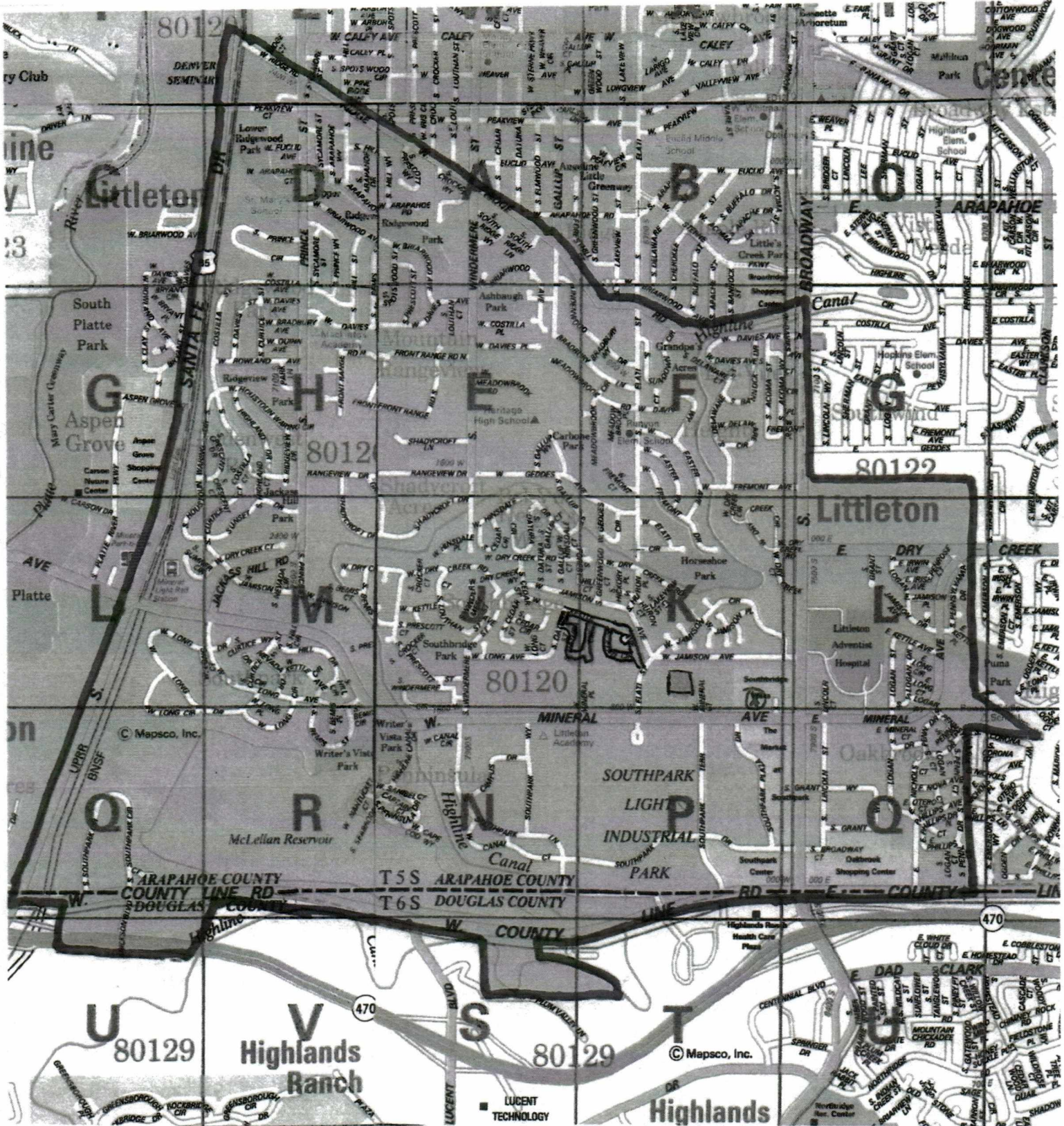
STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
)

Subscribed and sworn to before me this 19th day of February, 2017


NOTARY PUBLIC

My commission expires: 7-14-19





**MAP OF THE DESIGNATED NEIGHBORHOOD
CONCERNING A NEW HOTEL & RESTAURANT LIQUOR LICENSE**

Applicant: RUBIO'S RESTAURANTS, INC.
 Trade Name: RUBIO'S COASTAL GRILL
 Location: 111 W. MINERAL AVENUE
 LITTLETON, COLORADO 80120

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PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Proposed Location 111 W. MINERAL AVENUE
LITTLETON, COLORADO 80120
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: March 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado 80120

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
2. You RESIDE within the defined neighborhood designated on the attached map.

OR

3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
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APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

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Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
Printed name-below line (Please use black ink)					
1 <i>Jeff Parrelson</i> <i>[Signature]</i>	7992 S. Elati Cir	✓		42	2/19/17
2 <i>Ryan Pough</i> <i>[Signature]</i>	7975 S Elati Cir	✓		35	2/19/17
3 <i>RYAN WILLIAMS</i> <i>[Signature]</i>	7951 S. Elati Cir	✓		39	2/19/17
4 <i>M. Greele</i> <i>[Signature]</i>	7922 S. Elati Cir	✓		50	2/19/17
5 <i>Michael Reuther</i> <i>[Signature]</i>	7912 S Elati Cir	✓		56	2/19/17
6 <i>James Allen</i> <i>[Signature]</i>	7901 S. Elati Cir	✓		55	2/19/17
7 <i>Kathie Grell-Larson</i> <i>[Signature]</i>	881 W. Kettle Ave	✓		62	2/19/17
8 <i>Kathie Grell-Larson</i> <i>[Signature]</i>	881 W. Kettle Ave.	✓		26	2/19/17
9 <i>Bill M. Larson</i> <i>[Signature]</i>	881 W Kettle	✓		65	2-19-17
10 <i>Eric Mearns</i> <i>[Signature]</i>	842 W. Kettle	✓		50	2-19-17
11 <i>Sheila Thompson</i> <i>[Signature]</i>	861 W. Kettle	✓		58	2-19-17
12 <i>Gary W. Sjolander</i> <i>[Signature]</i>	811 W. Kettle Ave	✓		74	2-19-17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

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Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
Printed name-below line (Please use black ink)					
1 <u>Tim Wagon</u> <u>Tim Wagon</u>	1804 S. Datura circle G	✓		50	2-19-17
2 <u>Ken Dignard</u> <u>Ken Dignard</u>	7914 S. Datura Cir. E.	✓		49	2-19-17
3 <u>Frank A. Helwig</u> <u>Frank A. Helwig</u>	7933 S. Datura Cir E	✓		55	2/19/17
4 <u>Susanne Klauetter</u> <u>S Klauetter</u>	7974 S. Datura Cir. E	✓		41	2/19/17
5 <u>Alex Ring</u> <u>Alex Ring</u>	7995 S. Datura Cir W	✓		30	2/19/17
6 <u>Debbie Weaver</u> <u>Debbie Weaver</u>	7935 S Datura Cir W	✓		36	2/19/17
7 <u>DAVID J WELKNIGHT</u> <u>David J. Welknight</u>	7915 S. DATURA CIR W	✓		54	2/19/17
8 <u>Charles Cramm</u> <u>Charles Cramm</u>	7916 S. Datura Cir West	✓		70	2/19/17
9 <u>Bernadette M. Strong</u> <u>BERNADETTE M. STRONG</u>	7906 S. DATURA C.R. WEST		✓	75	2/19/17
10 <u>Margery E. Strong</u> <u>Margery E. Strong</u>	7906 S. Datura Cir W.		✓	74	2/19/17
11 <u>Patricia Hammond</u> <u>Patricia Hammond</u>	1162 W. Kettle Ave	✓		59	2/19/17
12 <u>Sam Seamon</u> <u>Sam Seamon</u>	1071 W KETTLE AVE	✓		48	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: RUBIO'S RESTAURANTS, INC. **TRADE NAME:** RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <i>James T. Garcia</i> <i>[Signature]</i>	1872 W Kettle Littleton, Colorado	✓		70	2-19/17
2 <i>Robert Roth</i> <i>[Signature]</i>	1051 W Kettle Ave	✓		67	2/19/17
3 <i>[Signature]</i> <i>L.H. Payne</i>	1021 W Kettle Ave	✓		86	2/19/17
4 <i>Val Shrewsbury</i> <i>Val Shrewsbury</i>	641 W Mineral Ave #1416 Littleton Co 80120	✓		74	2-19/17
5 <i>Matthew Walker</i> <i>Matthew Walker</i>	611 W Mineral apt 1127	✓		24	2-19/17
6 <i>[Signature]</i> <i>Lindsey Flowers</i>	611 W Mineral Apt 1127	✓		21	2/19/17
7 <i>[Signature]</i> <i>Jarret Souders</i>	611 W Mineral Apt 1122	✓		33	2/19/17
8 <i>Deborah Thompson</i> <i>Deborah Thompson</i>	611 W. Mineral Av #1122	✓		71	2/19/17
9 <i>FRANK KENNEDY</i> <i>Frank Kennedy</i>	2699 W. Long Cir. Littleton, Co. 80120	✓		70	2/19/17
10 <i>GLEN SYDDALL</i> <i>Glen Syddall</i>	641 W. MINERAL AVE #1416	✓		48	2/19/17
11 <i>[Signature]</i> <i>Bryan Meek</i>	611 W. Mineral #1124	✓		53	2/19/17
12 <i>Nancy Lohman</i> <i>Nancy Lohman</i>	621 W. Mineral #1221	✓		66	2/19/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT : RUBIO'S RESTAURANTS, INC. **TRADE NAME:** RUBIO'S COASTAL GRILL

PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
Printed name-below line (Please use black ink)					
1 <u>Robert Lohman</u> ROBERT LOHMAN	621 W. MINERAL AVE #1221 LITTLETON, CO 80120	✓		71	2/19/17
2 <u>JoAnne Sherlock</u> JoAnne Sherlock	621 W Mineral #1215	✓		65	2/19/17
3 <u>Edward Flanagan</u> Edward Flanagan	631 W Mineral #1324 Littleton CO 80120	✓		49	2/19/17
4					
5					
6					
7					
8					
9					
10					
11					
12					

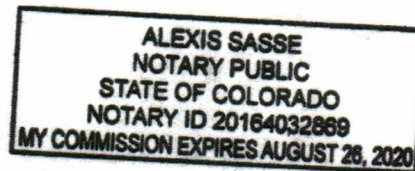
CIRCULATOR AFFIDAVIT

I, Carol Johnson, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

Carol Johnson
CIRCULATOR

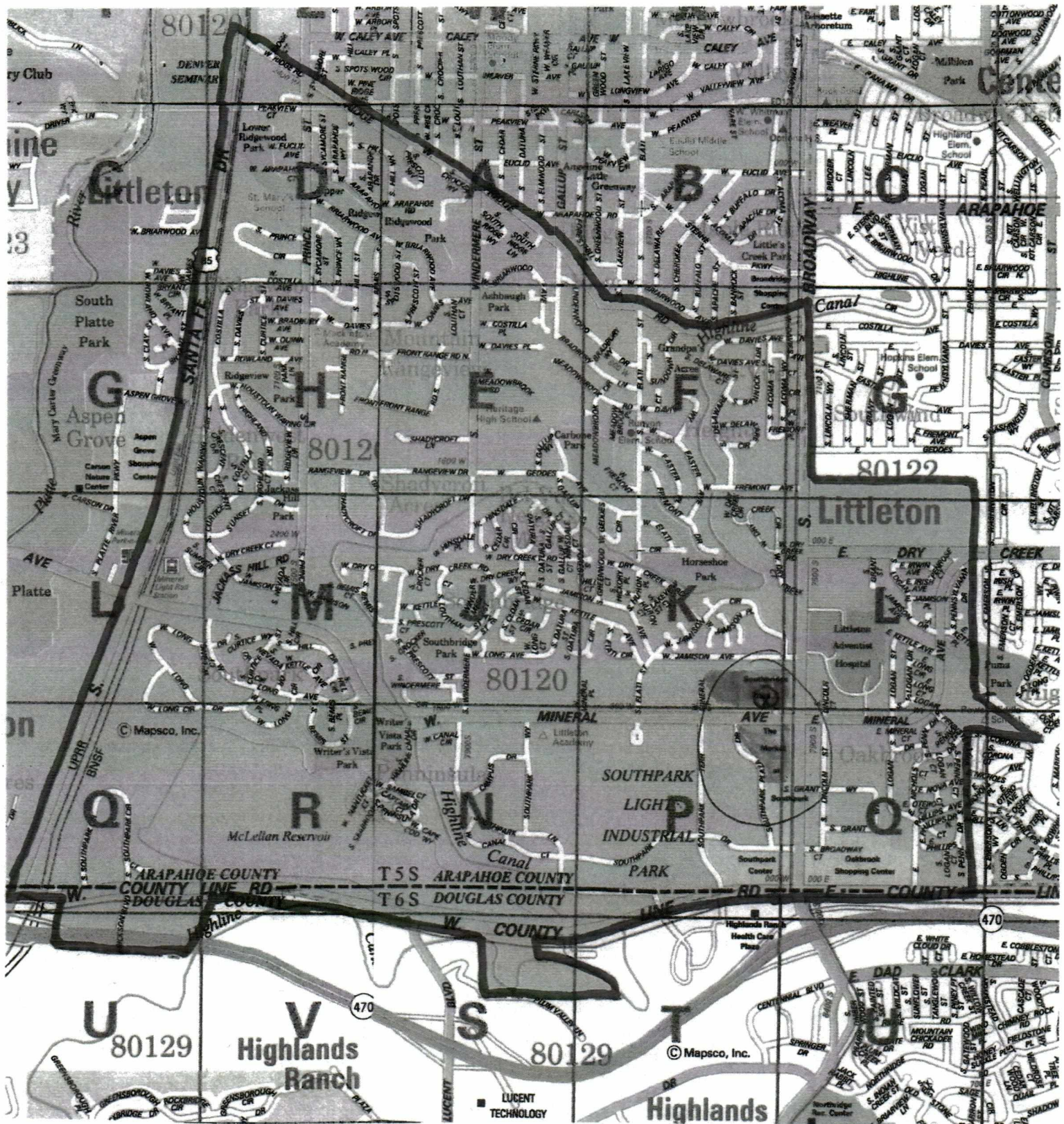
STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
)



Subscribed and sworn to before me this 21 day of Feb, 2017

Alexis Sasse
NOTARY PUBLIC

My commission expires: 8/26/2020



MAP OF THE DESIGNATED NEIGHBORHOOD
CONCERNING A NEW HOTEL & RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
 Trade Name: RUBIO'S COASTAL GRILL
 Location: 111 W. MINERAL AVENUE
 LITTLETON, COLORADO 80120

cd
Bowie

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: RUBIO'S RESTAURANTS, INC.
Trade Name: RUBIO'S COASTAL GRILL
Proposed Location 111 W. MINERAL AVENUE
LITTLETON, COLORADO 80120
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: March 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado 80120

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
 2. You RESIDE within the defined neighborhood designated on the attached map.
- OR**
3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
 4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
 5. You have not signed another petition concerning the same application.
 6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

IF YOU OPPOSE THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE NOT BE ISSUED, PLEASE MARK AN "X" IN THE "OPPOSE" COLUMN.

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION
APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL
PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Business Name and Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Dani Marselles</u> Manager Owner	Sunflower Asian Cafe. 91 W Mineral Ave #100	✓		34	2/8/17
2 <u>David Laks</u> Manager Owner	91 W Mineral Ave #110 Jimmy Johns	✓		47	2/8/17
3 <u>Stephen Dine</u> Manager Owner	91 W Mineral Ave #120 Dominos	✓		28	2/8/17
4 <u>Ron Kisch</u> Manager Owner	91 W Mineral Ave #150 Comfort Dental	✓		31	2/8/17
5 <u>THE SHACK</u> Manager Owner	#101 951 W. Mineral Ave	✓		57	2-8-17
6 <u>Thao Nguyen</u> Manager Owner	Couture Nails Boutique 151 W. Mineral Ave #103	✓		31	28-17
7 <u>Diane Watts</u> Manager Owner	CRAZY SCRUBS 151 W. Mineral #100 Littleton, 80120	✓		56	2-8-17
8 <u>Jim Mada</u> Manager Owner	Atb 107 80 51 W. Mineral	✓		48	2-8-17
9 <u>GANESH ADHIKARI</u> Manager Owner	ZAIRA INDIAN CUISINE 151 W. MINERAL AVE. 109. LTTION	✓		55	2/8/17
10 <u>James Dettel DPM</u> Manager Owner	James Dettel DPM 151 W. Mineral Ave #110	✓		58	2/8/17
11 <u>Chris Rodriguez</u> Manager Owner	Hype Vapes 151 W. Mineral Ave #111	✓		36	2/8/17
12 <u>Yung Lon</u> Manager Owner	Southbridge Cleaners 151 W. Mineral Ave	✓		58	2/8/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION
APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL
PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

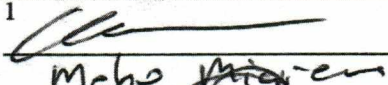
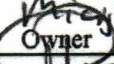



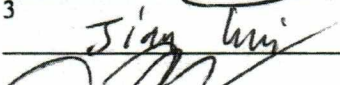

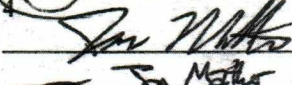

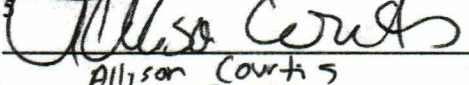

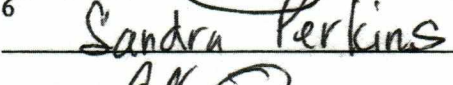




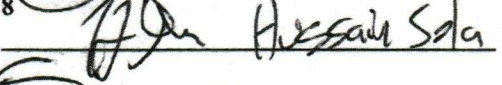
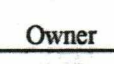


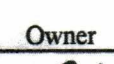
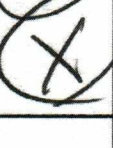
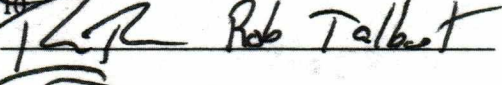
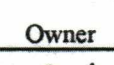
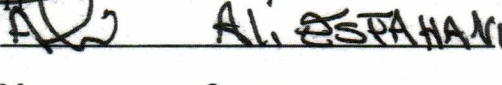
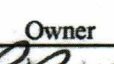


The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Business Name and Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Eric Cross</u> <u>Manager</u> <u>Owner</u>	151 W. Mineral Ave Suite 113 Crest Vacuum	✓		33	2/8/17
2 <u>Pat Vaillancourt</u> <u>Manager</u> <u>Owner</u>	HomeTz 151 W. Mineral #115	✓		60	2/8/17
3 <u>Bob Bevan</u> <u>Manager</u> <u>Owner</u>	Embar Ace 151 W Mineral #110-B	✓		60	2/8/2017
4 <u>[Signature]</u> <u>Manager</u> <u>Owner</u>					
5 <u>Steve Thompson</u> <u>Manager</u> <u>Owner</u>	GAME SOURCE 191 W. MINERAL AVE #120	✓		33	2/8/17
6 <u>Karl Tanke</u> <u>Manager</u> <u>Owner</u>	HENRI'S 191 W. MINERAL AVE #130	✓		58	2-8-17
7 <u>Sue Santori</u> <u>Manager</u> <u>Owner</u>	The RHIX House 191 W Mineral Ave #140	✓		60	2/8/17
8 <u>Cassie Koschke</u> <u>Manager</u> <u>Owner</u>	Fantastic Sams 7939 S. Broadway	✓		30	2/8/17
9 <u>Miri Thakur</u> <u>Manager</u> <u>Owner</u>	Subway 7941 S Broadway RR	✓		21	2/8/17
10 <u>Jesse Vance</u> <u>Manager</u> <u>Owner</u>	Advance Liquors 7945 S. Broadway	✓		60	2/8/17
11 <u>Cheryl Letts</u> <u>Manager</u> <u>Owner</u>	Jets' Pizza 7935 S. Broadway	✓		25	2/8/17
12 <u>Jot Kim</u> <u>Manager</u> <u>Owner</u>	Jotful cleaners 7933 S. Broadway	✓		50	2.8.17

*DID NOT COUNT - IN complete

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION
APPLICANT: RUBIO'S RESTAURANTS, INC. TRADE NAME: RUBIO'S COASTAL GRILL
PROPOSED LOCATION: 111 W. MINERAL AVENUE, LITTLETON, COLORADO 80120

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Business Name and Street Address (with suite number)	Support	Oppose	Age	Date Signed
1  Manager  Owner	7931 S. Broadway UPS STORE Littleton CO 80120			30	2/8/17
2  Manager  Owner	strandz 7921 S. Broadway	X		33	2/8/17
3  Manager  Owner	Little Basil 7923 S Broadway	X		27	2/08/17
4  Manager  Owner	Pet Club 7903 S. Broadway Rd A	X		26	2/8/17
5  Manager  Owner	Pub City 7903 S. Broadway #B	X		55	2/8/17
6  Manager  Owner	Perkins Agency 101 W Mineral Ave #110	X		60	2/8/17
7  Manager  Owner	T-Mobile 101 W Mineral #20			24	2/8/17
8  Manager  Owner	Baskin Robbins 91 W. Mineral Ave #140			32	2/8/17
9  Manager  Owner	Old Chicago 7961 S. Broadway			26	2/8/17
10  Manager  Owner	Sherrin Williams 8001 S. Broadway	X		33	2/8/17
11  Manager  Owner	Alibis bar & Grill 7983 S. Broadway	X		53	2/8/17
12  Manager  Owner	CHIFFRE SPAS 8017 S. Broadway	X		60	2/8/17

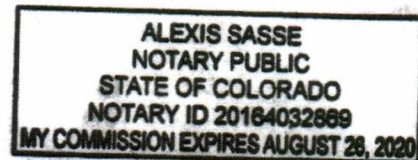
CIRCULATOR AFFIDAVIT

I, Carol Johnson, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

Carol Johnson
CIRCULATOR

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
)



Subscribed and sworn to before me this 21 day of Feb, 2017

Alexis Sasse
NOTARY PUBLIC

My commission expires: 8/26/2020

CITY OF LITTLETON, COLORADO

RESOLUTION NO. 2, Series of 2017

A RESOLUTION OF THE LIQUOR LICENSING AUTHORITY OF THE CITY OF LITTLETON, COLORADO, APPROVING THE APPLICATION OF RUBIO'S RESTAURANTS INC., DOING BUSINESS AS **RUBIO'S COASTAL GRILL**, 111 WEST MINERAL AVENUE, CITY OF LITTLETON, COUNTY OF ARAPAHOE, FOR A HOTEL & RESTAURANT ON-PREMISE LIQUOR LICENSE.

WHEREAS Rubio's Restaurants Inc., doing business as **Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado**, has filed an application for a Hotel & Restaurant on-premise liquor license; and

WHEREAS, the Liquor Licensing Authority of the City of Littleton desires to enter its written findings and decision regarding approval of said license by resolution pursuant to that authority granted by Title 12, Article 47 of the Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE LIQUOR LICENSING AUTHORITY OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: Based upon testimony heard and evidence presented at a public hearing on June 8, 2016, the Authority finds that notice of the hearing was properly posted and published, that the needs of the neighborhood are not now being met, that it is the desire of the adult inhabitants of the neighborhood that the license be issued, that existing similar liquor licenses in the designated neighborhood are not adequate, that the applicant is a person of good moral character, record and reputation, and that the applicant has possession of the premises and the premises are suitable for the requested license

Section 2: The application of Rubio's Coastal Grill, 111 W Mineral Avenue, Littleton, Colorado for a Hotel & Restaurant on-premise liquor license is hereby approved and the license is ordered to be issued to the applicant subject to the approval by the State of Colorado Liquor Enforcement Division.

Section 3. The City Clerk is hereby directed to send to the applicant a copy of the within resolution by certified mail, return receipt requested, approving the issuance of said license at the address shown on said application.

INTRODUCED, READ, AND ADOPTED at a regular meeting of the Littleton Liquor Authority of the City of Littleton, Colorado, on the **8th day of March, 2017**, in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

Andrew Cole, Liquor Authority Chairperson

ATTEST:

APPROVED AS TO FORM:

Colleen Norton, Deputy City Clerk

Lena McClelland, Assistant City Attorney



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: LA Resolution 01-2017, Version: 1

Agenda Date: 03/08/2017

Subject:

Resolution to approve a liquor license application for Mama Sol Cocina, LLC d/b/a Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado

Presented By: Colleen L. Norton, Deputy City Clerk

ISSUE

Whether to issue a hotel & restaurant liquor license to Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado.

INTRODUCTION

Mama Sol Cocina, LLC d/b/a Mama Sol Cocina, has submitted an application to the City Clerk's office for a hotel & restaurant liquor license.

LEGAL REQUIREMENTS

The following requirements are necessary for issuance of the license:

1. Notice (C.R.S. § 12-47-311)

The posting and publication requirements of the Colorado Liquor Code have been met as follows:

Publication:	Notice of hearing was published in the local newspaper on February 23, 2017
Posting:	Notice of hearing was posted on the premises on February 25, 2017 (see attached affidavits)

2. Possession of the premises (C.R.S. § 12-47-301(3)(b))

The applicant has submitted a copy of a lease dated October 2, 2016.

3. Suitability of the premises (C.R.S. § 12-47-309(3))

The applicant has submitted a floor plan (see attached floor plan)

4. Whether existing similar liquor licenses in the designated neighborhood are inadequate to meet the needs and desires of the neighborhood (C.R.S. § 12-47-312(2)(a))

When considering this requirement, the Authority should refer to C.R.S. § 12-47-312(2)(a) which states:

C.R.S. 12-47-312 Results of investigation-decision of authorities. (2)(a) Before entering any decision approving or denying the application, the local licensing authority shall consider, except where this article specifically provides otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which application has been made, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed; except that the reasonable requirements of the neighborhood shall not be considered in the issuance of a club liquor license. The reasonable requirements of the neighborhood may, but are not required to, be considered in the conversion or transfer of a liquor-licensed drugstore license to a retail liquor store license.

5. Character, Record and Reputation (C.R.S. § 12-47-307)

When considering this requirement, the Authority should refer to C.R.S. § 12-47-307, which states:

C.R.S. 12-47-307 Persons prohibited as licensees. (1)(a) No license provided by this article or Article 46 or 48 of this title shall be issued to or held by:

- I. Any person until the annual fee therefore has been paid;
- II. Any person who is not of good moral character;
- III. Any corporation, any of whose officers, directors, or stockholders holding ten percent or more of the outstanding and issued capital stock thereof are not of good moral character;
- IV. Any partnership, association, or company, any of whose officers, or any of whose members holding ten percent or more interest therein, are not of good moral character;
- V. Any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory to the respective licensing authorities;
- VI. Any person unless such person's character, record, and reputation are satisfactory to the respective licensing Authority;
- VII. Any natural person under twenty-one years of age.

PROPOSED MOTION:

I move that the public hearing be closed and that a resolution of the Littleton Licensing Authority be approved which grants Mama Sol Cocina, LLC d/b/a Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado, a hotel & restaurant liquor license contingent upon approval by the Colorado Liquor Enforcement Division and based upon the following findings of fact: (1) that notice of the hearing was properly posted and published; (2) that the applicant has possession of the premises and the premises are suitable for the requested license; (3) that the needs of the neighborhood are not now being met; (4) that it is the desire of the adult inhabitants of the neighborhood that the license be issued; (5) that existing similar liquor licenses in the designated neighborhood are not adequate; and (6) that the applicant is of good moral character, record and reputation.

OR

I move that the public hearing be closed and that the application for a hotel & restaurant liquor license for Mama Sol Cocina, LLC d/b/a Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado, be denied based on the following findings of fact:

That the applicant is not a person of good moral character, record and reputation in accordance with C.R.S. § 12-47-307 and/or C.R.S. § 12-47-411(11).

AND/OR

That the needs of the neighborhood are now being met.

AND/OR

That it is the desire of the adult inhabitants of the neighborhood that the license not be issued.

Colorado Liquor Retail License Application

w License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ _____			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Mama Sol Cocina LLC		FEIN Number 46-1933978	
2a. Trade Name of Establishment (DBA) Mama Sol Cocina.		State Sales Tax Number 276331630000	Business Telephone 303.730.2519
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 6439 S. Broadway Unit B			
City Littleton	County	State CO	ZIP Code 80121
4. Mailing Address (Number and Street)		City or Town	State ZIP Code
5. Email [REDACTED]			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City) \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern \$ 75.00	
Section B Liquor License Fees		<input type="checkbox"/> Master File Location Fee \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____	
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$ 75.00 X _____ Total _____		<input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00	
<input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00		<input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License (County) \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00	
<input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I. Applicant information	<input type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II. Diagram of the premises	<input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III. Proof of property possession (One Year Needed)	<input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV. Background information and financial documents	<input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V. Sole proprietor / husband and wife partnership	<input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI. Corporate applicant information (if applicable)	<input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII. Partnership applicant information (if applicable)	<input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII. Limited Liability Company applicant information (if applicable)	<input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX. Manager registration for hotel and restaurant, tavern licenses when included with this application	<input type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):			
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.			
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> or Other: <input type="checkbox"/>			
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____			
a. If leased, list name of landlord and tenant, and date of expiration, <u>exactly</u> as they appear on the lease:			
Landlord	Tenant	Expires	
<u>Barcler Properties LLC</u>	<u>NAMASO COCINA 3 JAIMES SEPULVEDA</u>	<u>10/11/2021</u>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".			
13. 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
Last Name	First Name	Date of Birth	FEIN or SSN
Interest/Percentage			
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.			
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/>	
Has a local ordinance or resolution authorizing optional premises been adopted?		<input checked="" type="checkbox"/>	
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="text"/>	
15. Liquor Licensed Drug Store applicants, answer the following:			
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?		<input type="checkbox"/>	<input type="checkbox"/>
If "yes" a copy of license must be attached.			
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation			
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>
(c) How long has the club been incorporated?		<input type="text"/>	
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:			
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>	<input type="checkbox"/>
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)			
Last Name of Manager		First Name of Manager	
<u>Paredes</u>		<u>Rufina</u>	
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name	Type of License	Account Number	
19. Tax Distant Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distant issued to them by the Colorado Department of Revenue?			
If yes, provide an explanation and include copies of any payment agreements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name Jaime Serrano	Home Address, City & State 8353 white cloud ct Highlands Ranch, Co	Position Owner	% Owned 50%
Name Rufina Paredes	Home Address, City & State 8353 white cloud ct Highlands Ranch, Co	Position Owner	% Owned 50%
Name	Home Address, City & State	DOB	Position % Owned
Name	Home Address, City & State	DOB	Position % Owned
Name	Home Address, City & State	DOB	Position % Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20

** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature Rufina Paredes	Printed Name and Title Rufina Paredes / Owner	Date 02.02.16
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 12/16/2016	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) February 8, 2017
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

☒ Been fingerprinted

☒ Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

☐ Date of inspection or anticipated date _____

☒ Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for City of Littleton	Telephone Number 317953780	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature [Signature]	Print [Signature]	Title Authority Chair
Signature (attest)	Print	Title

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Mama Sol Cocina LLC

is a

Limited Liability Company

formed or registered on 02/01/2013 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 20131078479 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/24/2017 that have been posted, and by documents delivered to this office electronically through 02/27/2017 @ 13:56:54 .

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 02/27/2017 @ 13:56:54 in accordance with applicable law. This certificate is assigned Confirmation Number 10100369 .



A handwritten signature in black ink, reading 'Wayne W. Williams'.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Mamá Sol Cocina

2. Your Full Name (last, first, middle)

Serrano Jaime

3. List any other names you have used.

4. Mailing address (if different from residence)

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current <i>8353 White Cloud Ct</i>	<i>Highlands Ranch, Co 80126</i>	<i>06/2004</i>	<i>Present</i>
Previous			

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

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
<i>Village Inn</i>	<i>12622 W. Ken Caryl Ave. Littleton, Co 80127</i>	<i>Line/cook</i>	<i>11/1999</i>	<i>07/2014</i>

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

Oath of Applicant

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

Authorized Signature

JAMES SERRANO

Title

Owner / Operator

Date

06-02-16

INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Mama Sol Cocina

2. Your Full Name (last, first, middle)

Paredes Rufina

3. List any other names you have used.

4. Mailing address (if different from residence)

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

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current			
8353 White Cloud Ct	Highlands Ranch Co 80126	06/2004	present
Previous			

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

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Mama Sol Cocina	1439 S. Broadway Littleton CO 80120	co-owner		

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

Oath of Applicant

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

Authorized Signature

Rufina Parecles

Title

Owner / Operator

Date

06-02-16

COMMERCIAL LEASE

This lease is made between **Bader Properties LLC of 3930 East Phillips Circle Centennial, Colorado 80122**, herein called Lessor, **Bader Properties LLC & Mama Sol Cocina LLC and Jamie Serrano individually and Rufina Pardes individually**, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the **City of Littleton, County of Arapahoe, State of Colorado described as 6439 B South Broadway Littleton, Colorado 80121**, upon the following **TERMS and CONDITIONS**:

- **Term and Rent.** Lessor demises the above premises for a term of one **(five) years**, commencing **October 2, 2016, and terminating on October 1, 2021 at 11:59 PM**, or sooner as provided herein at the annual rental of **Twenty one thousand six hundred Dollars (\$21,600) plus Three hundred dollars (\$300) in escrow**, payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. The Tenant further agrees if monthly lease payment or any payment is not received by the eighth (8th) of the month, the Tenant will pay a fee of **Seventy-Five Dollars (\$75.00)** of lease payment to help defray the cost of collection. The term of this Agreement is five years. It can be terminated at any time by Owner if Tenant violates any agreement with Owner.
- **Use.** Lessee shall use and occupy the premises for a **restaurant, with or without liquor**. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations
- 3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating and cooling installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting exterior roof, exterior walls, structural foundations, and: **none other**, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
- 4. **Alterations.** Lessee shall not without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- 5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and

requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. **Lessor is not responsible or liable to report all statutes, ordinances and requirement of municipal, state and federal authorities pertaining to Lessee's business.**

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. If Lessee does sublease or assign without permission from Lessor this constitutes an assignment of rents in the event of default. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** The Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within **One Hundred Twenty (120) days** prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter. **In the event of an emergency, access will be available immediately.**

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within **7 days** of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused; except for exterior roof, exterior walls and structure .

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: **One Million Dollars (\$1,000,000). Lessee will pay for their proportional share of the insurance on this property.** J.S. R.P. W.B.

initials

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by

J.S.
R.P.
W.B.

insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within **sixty (60) days** under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent which such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said **sixty (60) days**, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within **sixty (60) days**, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within **three days** after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such **three days** and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than **three days** notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall not have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. **Security Deposit.** The deposit from the lease dated June 2, 2012 will be rolled over to this lease.

J.S.
R.P.
W/B

6. **Taxes.** Lessee is responsible to pay in the City, County or State real estate taxes as determined by Lessor. Lessee shall pay to Lessor the full determined tax amount by Lessor in said taxes upon the land and building in which the leased premises are situated.

17. **Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Other Terms. Lessee has right to change keys and locks at their discretion to said premise at Tenant's expense and must provide Lessor with new keys to all changed locks to said premises within 24 hours of key and lock change.

The parking lot at this address will be shared with the parking lot at 6449 S. Broadway, and with 6439A S. Broadway.

If a controversy, claim or dispute arises or relates to any agreement, transaction or relationship regarding the shared premises between this property and 6439A S. Broadway, and 6449 S. Broadway, and/or 6429 South Broadway ; Wayne Bader will be the sole arbiter of any and all disputes. The Parties to this Agreement agree to be bound by the Arbitrator's determination.

This lease is in the name of Bader Properties, LLC but by using the names Wayne L Bader or Barbara J Bader or using any part of their name does not make them liable together or individually.

Any improvements made by the Lessees to the property will remain with the building when the lease is terminated.

initials

J.S. W.B.
R.P.

This lease replaces the existing lease on this property dated June 2, 2012 unless any governmental agency denies the use of this property as a restaurant. Then the lease dated June 2, 2012 will still be in effect.

This contract was signed at 6439 B South Broadway Littleton, Colorado 80121 Arapahoe County

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW.
EACH
PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

By: JAMIE SERRANO 11-9-16

Jamie Serrano; Individual

Date

By: Rufina Paredes 11.09.16

Rufina Paredes; Individual

Date

By: JAMIE SERRANO 11.09.16
Rufina Paredes

Mama Sol Cocina LLC

Date

By: Wayne J. Bader for Bader Properties LLC
11/9/2016

Bader Properties, LLC; Lessor

Date

6/6/2016

Addendum to Lease

This is addendum to the lease dated 6/14/2012, between Bader Properties LLC Lessor, and Jamie Serrano, Rufina Paredes and Pedro Paredes, Lessees, on property at 6439 B So. Broadway Littleton Co. 80121.

This addendum grants Lessees permission to use the patio area in front and to the south, and any other area at this address for the use of dining and service of alcoholic beverages. Lessee must obtain all permits and permission from any regulatory agency. Lessee will be responsible for any insurance requirements. Lessee will be responsible for all cost related to this change.

The entity Mama Sol Cocina LLC will be added to this lease with all rights and responsibilities as are contained in the existing lease.

The expiration of this addendum will coincide with the date of the lease, 6/3/2017 at 11:59 pm.

Jamie Serrano warrants that he is an authorized signor for Mama Sol Cocina LLC.

Wynne Z Bader for Bader Properties LLC 6/6/2016
Lessor Bader Properties LLC. Date

Jamie Serrano 06.07.16
Jamie Serrano Individually Date

Rufina Paredes 06.07.16
Mama Sol Cocina LLC Date

Mama Sol Cocina
6439 S. Broadway
Unit B.

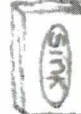
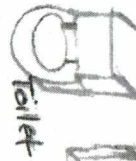
Littleton, CO 80121 = Kitchen =

Tel. 303.730.2519

Contact: Rufina Paredes.

Mop
Sink

Restroom



Storage
* New Restroom

Run the plumbing

We'll
move wall
to get the right
size for the new
restroom.

* New
Office

= Main Entry =



Memorandum

To: Colleen Norton, Deputy City Clerk
From: Kevin Hampton, Investigations Division Sergeant
Date: Dec. 29, 2016
Re: Liquor License – New Hotel and Restaurant

RE: **Mama Sol Cocina LLC**

DBA: **Mama Sol Cocina**

Location: **6439 S Broadway**

Applicants: **Rufina Paredes** DOB: [REDACTED]

Jaime Serrano DOB: [REDACTED]

Manager: **Rufina Paredes**

At your request, a background investigation was conducted on the above named establishment and the above named parties. The investigation included a check of Colorado Bureau of Investigation records. No derogatory information was discovered.

The records of the Littleton Police Department were also searched and no incidents at this location were reported.

WAIVER OF HEARING AND OBJECTIONS TO PROCESS BY WHICH
NEIGHBORHOOD BOUNDARIES AND PUBLIC HEARING DATES ARE SET

NAME OF APPLICANT:
MAMA SOL COCINA, LLC

LIQUOR OR BEER LICENSE APPLIED FOR:
HOTEL & RESTAURANT LIQUOR LICENSE

PROPOSED ADDRESS OF LICENSED ESTABLISHMENT:
6439 SOUTH BROADWAY, UNIT "B", LITTLETON, COLORADO 80121

I, Rufina Paredes (Liquor or Beer License Applicant) (Attorney for Liquor or Beer License Applicant) for and/or on behalf of the liquor or beer license applicant, hereby consent and waive any objections to the City of Littleton City Clerk canvassing the Licensing Authority Board Members, by email, in order to obtain a vote as to the suggested neighborhood boundaries and public hearing date for the consideration of the liquor or beer license applied for.

Specifically, I agree to the following neighborhood boundaries proposed by the City staff:

On the north – Littleton Boulevard

On the south –Ridge Road

On the west – Prince Street

On the east – Littleton City Limits

Further, I agree to the public hearing being held on the 8th day of February, 2017 at 6:30 p.m.

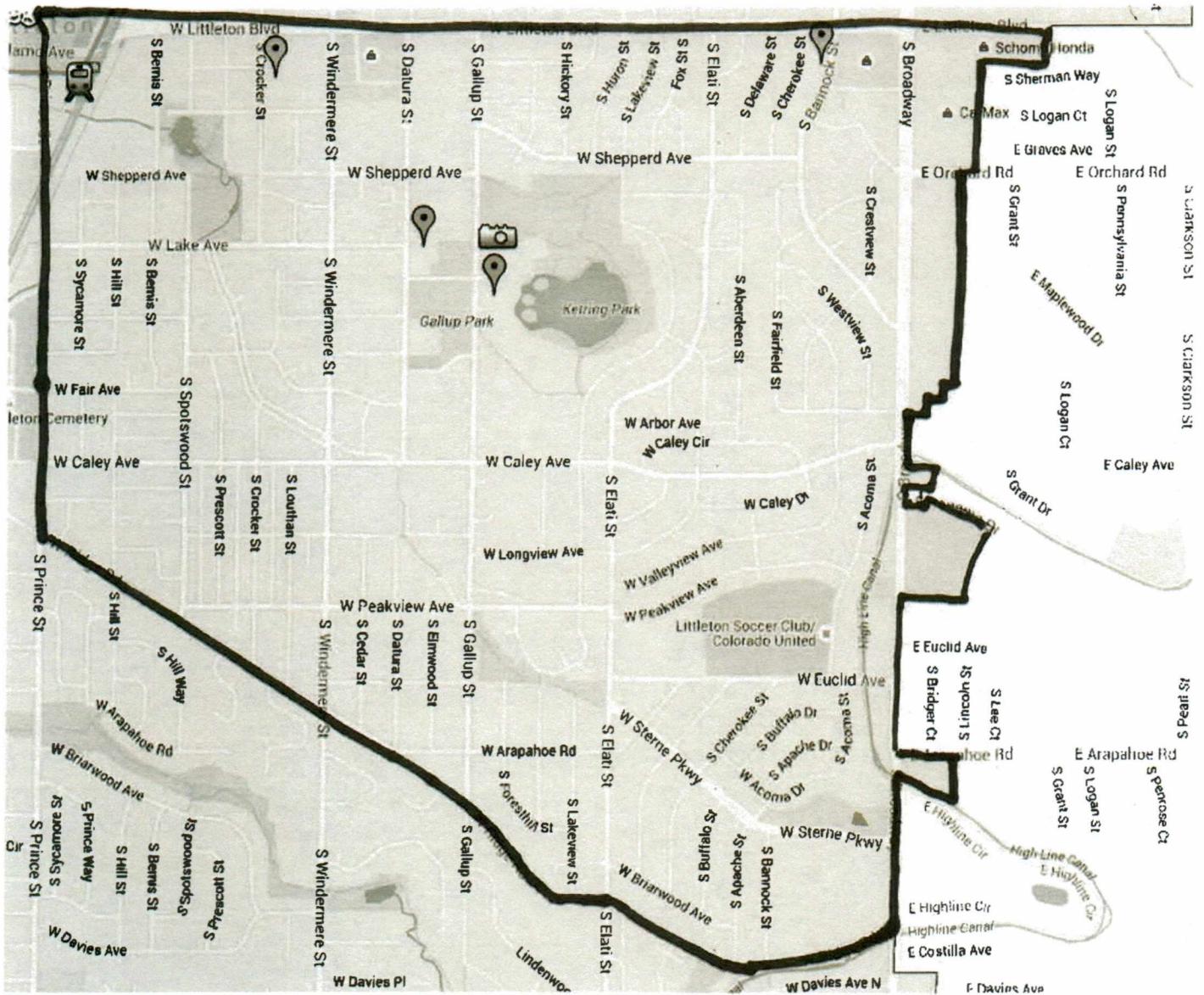
I understand that if the telephone vote of the Authority is negative in regard to either the boundaries or date as specified above, that I will be contacted by the City Clerk so that I may appear at the next meeting of the Licensing Authority for the purposes of establishing the neighborhood boundaries and/or the date of the public hearing.

Rufina Paredes
Signature
(Liquor or Beer License Applicant)

12.16.2016
Date

Signature
(Attorney for Liquor or Beer
License Applicant)

Date



MAMA SOL COCINA
 6439 S. BROADWAY, UNIT "B"
 LITTLETON, CO 80121

On the North:	Littleton Boulevard
On the South:	Ridge Road
On the West:	Prince Street
On the East:	Littleton City Limits

LICENSING AUTHORITY APPLICATION: MAMA SOL COCINA, LLC
DBA: Mama Sol Cocina, 6439 S. Broadway
CLASS: Hotel & Restaurant

SET BOUNDARIES: December 13, 2016
PUBLIC HEARING: February 8, 2017

ESTABLISHMENTS HOLDING LIQUOR LICENSES THAT SELL SIMILAR
ALCOHOLIC BEVERAGES IN THE SUGGESTED AREA:

(3.2)	Diamond Shamrock Corner Store #4123 1599 W Littleton Blvd	(3.2)	7-Eleven Store #20182A 1499 W Littleton Blvd
(3.2)	King Soopers 100 W Littleton Blvd	(Retail)	Littleton Liquor Mart 40 W Littleton Blvd
(H/R)	El Parral Mexican Restaurant #5 6875 S Broadway	(Retail)	Total Wine & Liquors 6901 S Broadway
(H/R)	Las Delicias #3 92 E Arapahoe Road	(H/R)	Littleton Cafe 1490 W Littleton Blvd
(H/R)	The Melting Pot 2707 W Main Street	(H/R)	India's Best Restaurant & Bar 1500 W Littleton Blvd
(H/R)	Wang's Gourmet 12 E Arapahoe Road	(H/R)	Wild Ginger Thai Restaurant 399 W Littleton Blvd
(Retail)	Pyramid Discount Liquors 599 W Littleton Blvd	(Retail)	Sunset Liquors 26 E Arapahoe Road
(Retail)	Woodlawn Liquors 1500 W Littleton Blvd	(Tavern)	The Castle Bar & Grill 6657 S Broadway
(H/R)	Ds' Tavern 819 W Littleton Blvd	(H/R)	Latke Love 699 S Littleton Blvd

(H/R)	denotes Hotel & Restaurant license	(Retail)	denotes Retail license
(Tavern)	denotes Tavern license	(3.2%)	denotes 3.2% Beer license
(DS)	denotes Liquor Licensed drugstore		

NEIGHBORHOOD PETITIONING BOUNDARIES:

ON THE NORTH: Littleton Boulevard
ON THE SOUTH: Ridge Road
ON THE WEST: Prince Street
ON THE EAST: Littleton City Limits

AFFIDAVIT

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

I, Colleen Norton, being first duly sworn upon oath, depose and say that for a period of not less than 10 days, beginning on February 25, 2017, there was posted upon the property located at 6439 S Broadway, Littleton, Colorado, a notice that there will be a hearing to consider a new application for a Hotel & Restaurant On-Premise liquor license for Mama Sol Cocina, LLC, d/b/a Mama Sol Cocina, on the 8th day of March, 2017, and that said notice was in due form of the law.

Colleen L. Norton

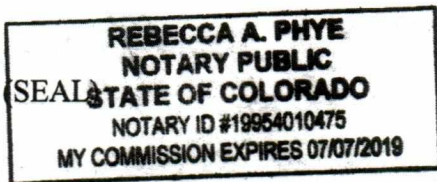
Colleen L. Norton, Deputy City Clerk

Subscribed and sworn to before me this 27th day of February, 2017.

Witness my hand and seal.

Rebecca A. Phye

Notary Public



My commission expires: July 7, 2019

Colorado Community Media
9137 Ridgeline Blvd., Suite 210
Highlands Ranch, Co 80129

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Arapahoe } ss

This Affidavit of Publication for the LITTLETON INDEPENDENT a weekly newspaper, printed and published for the County of Arapahoe, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for **-1-** successive week(s), the last of which publication was made **23rd** day of **February** A.D., 2017, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



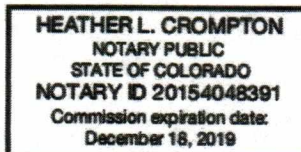
For the Littleton Independent

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on the **23rd** day of **February** A.D., 2017. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20154048391-303724

Heather L. Crompton
Notary Public
My commission ends December 18, 2019



Public Notice

LITTLETON NOTICE OF PUBLIC HEARING

Pursuant to the liquor laws of the State of Colorado, Mama Sol Cocina, Inc., doing business as Mama Sol Cocina, 6439 South Broadway, Littleton, CO, has requested the licensing officials of the City of Littleton, Colorado, to grant a Hotel & Restaurant liquor license for the sale of on-premise consumption only.

The public hearing on the application will be held on **Wednesday, March 8, 2017 at 6:30 p.m.**, in the Council Chamber of the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

By order of the Licensing Authority of the City of Littleton,
Colorado.

/s/ Colleen L. Norton, Deputy City Clerk

Legal Notice No.: 59612
First Publication: February 23, 2017
Last Publication: February 23, 2017
Publisher: Littleton Independent

ESQUIRE PETITIONING SERVICES, LLC

Liquor Licensing Specialists

2792 South Race Street

Denver, Colorado 80210

Telephone: (303)331-8600

Facsimile: (303)331-9048

Email: kpietrs@comcast.net

January 23, 2017

To: Littleton Liquor Licensing Authority

Re: Summary report of petition circulation methods and results in the application for
A New Hotel and Restaurant Liquor License

Applicant: Mama Sol Cocina, LLC.

Trade Name: Mama Sol Cocina

Proposed Location: 6439 S. Broadway, Unit B
Littleton, Colorado 80121

Methods:

1. The petition circulation was conducted under the control of Esquire Petitioning Services, L.L.C. ("Esquire").
2. Circulators were driven to the proposed site and became familiar with the Applicant's proposed location.
3. Petitions were pre-filed according to the Licensing Authority's local rules.
4. Esquire prepared all of the petition circulation materials. Each circulator carried a clipboard and petition packet consisting of the following: a. a map of the designated neighborhood with neighborhood boundaries outlined and the proposed location of the outlet denoted by an "X"; b. a petition cover sheet stating: the Applicant's name, the trade name, the proposed location, the type of license application, the qualifications for signing the petition and the information concerning the public hearing; c. signature sheets that provided eligible persons the opportunity to sign the petition in support of, or in opposition to, the application; and d. data sheets on which to record all responses by address.

5. The circulators were instructed as follows:
 - a. to state the petition being circulated concerned an application for a New Hotel and Restaurant Liquor License for Mama Sol Cocina, LLC., dba Mama Sol Cocina;
 - b. to present the map of the designated neighborhood, state the Applicant's name, trade name and to describe the Applicant's location;
 - c. to review the qualifications for signing the petition and the petition issue;
 - d. to provide eligible persons the opportunity to sign the petition in support of, or in opposition of the application;
 - e. to witness all signatures; and
 - f. to record, by address, all responses on the data sheet.

RESULTS:

1. Overview of Petition Results:

Total door knocks:	355
Persons who signed the petition:	111
Persons who declined to sign the petition:	42
Ineligible contacts:	
(Younger than 21; non-resident; non-English speaking;	9
Not a business owner or manager)	
No answer to the door knock:	208

2. Response of Eligible Contacts:

	Totals:	Percentages
a. Signatures supporting issuance:		
Residents:	101	91.0 %
Business Owners/Managers:	8	7.2 %
TOTAL:	109	98.2 %
b. Signatures opposing issuance:		
Residents:	2	1.8 %
Business Owners/Managers:	0	0.0 %
TOTAL:	2	1.8 %

<u>TOTAL SIGNATURES</u>	111	100 %
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c. **Reasons Stated for Signing In Opposition to the License:**

	Totals	% of people signing:
Does not drink alcohol:	1	0.9 %
Neutral:	0	0.0 %
Sufficient number of outlets:	0	0.0 %
Other/ No reason given:	1	0.9 %
TOTAL:	2	1.8 %

d. **Results analyzed on a needs and desires basis:**

Signatures supporting the issuance of the license because the eligible contacts desired the license to issue because the existing outlets are not sufficient to meet the needs of the neighborhood.	109	100 %
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Signatures opposing the issuance of the license because the eligible contacts did not desire the license to issue because the existing outlets are sufficient to meet the needs of the neighborhood.	0	0.0 %
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Total:	109	100 %
---------------	------------	--------------

e. **Reasons stated for declining to sign the petition**

Preferred to remain neutral	2
No interest in application:	27
Does not drink alcohol:	2
Too busy to sign:	3
Against corporate policy:	0
Does not sign Petitions	5
Other:	3
TOTAL:	42

Master Map
Residents
+
Business

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: MAMA SOL COCINA, LLC.
Trade Name: MAMA SOL COCINA
Proposed Location 6439 S. BROADWAY, UNIT B
LITTLETON, COLORADO 80121
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: February 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
 2. You RESIDE within the defined neighborhood designated on the attached map.
- OR**
3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
 4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
 5. You have not signed another petition concerning the same application.
 6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

IF YOU OPPOSE THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE NOT BE ISSUED, PLEASE MARK AN "X" IN THE "OPPOSE" COLUMN.

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. TRADE NAME: MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

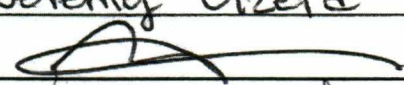
Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
<u>Donna M. Kanne</u> Donna Kanne	40 W. Fair Ave.	X		29	1/22/17
<u>Norma J. Hale</u> Norma J. Hale	130 W Fair Ave	X		58	1-22-17
<u>Ryan Jordan</u> Ryan Jordan	1697 S. Westview St	X		25	1-22-17
<u>Jeannie Snider</u> JEANNIE SNIDER	6193 So Westview	X		68	1/22/17
<u>Pam Evans</u> Pam Evans	6111 S Crestview	X		66	1/22/17
<u>Les Lokken</u> LES LOKKEN	6136 S VALLEYVIEW	X		71	1/22/17
<u>Tom Hastings</u> TOM HASTINGS	6255 S VALLEYVIEW	X		50	22 Jan 17
<u>Martin Shifers</u> Martin Shifers	6295 S. Valleyview St.	X		50	Jan 22-17
<u>Ritchie Strauss</u> Ritchie STRAUSS	2400 W. FAIR AVE	X		64	1/22/17
<u>Alan Roth</u> ALAN ROTH	6193 S. FAIRFIELD	X		60	1-22-17
<u>Mark Thomas</u> MARK THOMAS	6036 S. Valleyview St.	X		63	1-22-17
<u>Nick Romano</u> NICK ROMANO	6036 S. Valleyview St	X		51	1-22-17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Jim Ritz</u> Jim RITZ	6121 S. CHESTVIEW ST	✓		80	1/24/17
2 <u>Jeremy Uzeta</u> 	6161 S. Crestview ST	✓		41	1/22/17
3 <u>Miguel Uzeta</u> Miguel Uzeta	6161 S. Crestview ST 80120	✓		38	1/22/17
4 <u>Raul Chazan</u> Raul Chazan	6056 S Bannock ST	✓		55	1-22-17
5 <u>TJ Acosta</u> TJ Acosta	6062 S. Crestview ST.	✓		37	1/22/17
6 <u>Dennis Peristeras</u> DIONISIOS PERISTERAS	6042 S. Crestview	✓		69	1/22-17
7 <u>Scott Ahrens</u> Scott Ahrens	5992 S Crestview ST	✓		38	1/22/17
8 <u>Kevin Cunningham</u> KEVIN CUNNINGHAM	5962 S Crestview ST	✓		61	1/22/17
9 <u>R P Bann</u> R Bannington	6041 S CHESTVIEW ST	✓		46	1/22/17
10 <u>Matt Peters</u> Matt Peters	6065 S. Bannock ST	✓		21	1-22-17
11 <u>Roni Avellano</u> Roni Avellano	6085 S Bannock ST	✓		47	1-22-17
12					

CIRCULATOR AFFIDAVIT

I, Jerry Wheeler, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

[Signature]
CIRCULATOR

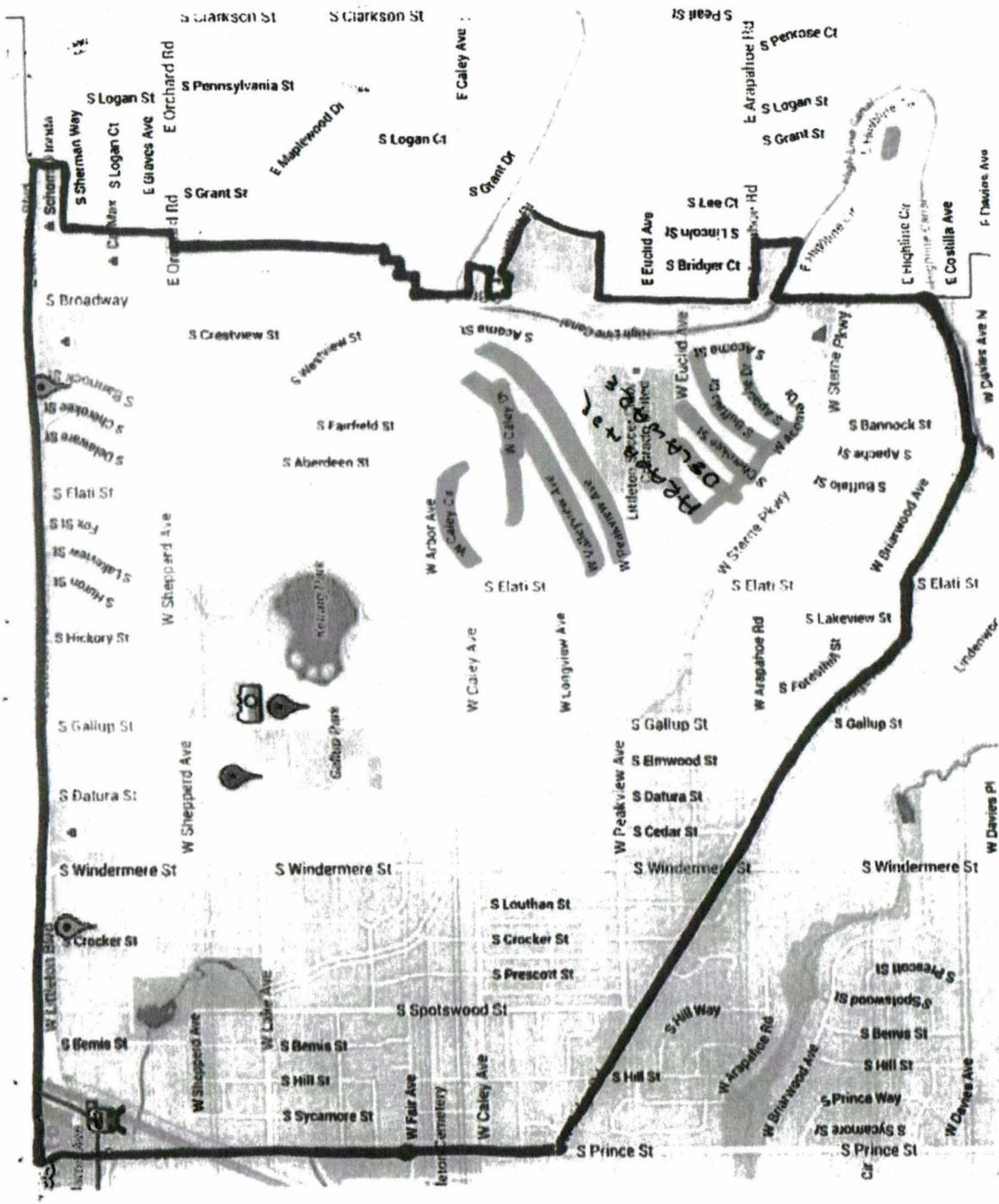
STATE OF COLORADO
COUNTY OF Arapahoe) SS.



Subscribed and sworn to before me this 22nd day of January, 2017

[Signature]
NOTARY PUBLIC

My commission expires: 7-14-19



MAMA SOL COCINA
6439 S. BROADWAY, UNIT "B"
LITTLETON, CO 80121

On the North:	Littleton Boulevard
On the South:	Ridge Road
On the West:	Prince Street
On the East:	Littleton City Limits

2021

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

Applicant: MAMA SOL COCINA, LLC.
Trade Name: MAMA SOL COCINA
Proposed Location 6439 S. BROADWAY, UNIT B
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Location: Littleton City Council Chambers
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- OR**
3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
 4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
 5. You have not signed another petition concerning the same application.
 6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

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PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>T-Egle</u> Tim Egle	660 S S Acoma St	✓		48	1/21/17
2 <u>K.J. Smith</u> Kenneth J. Smith	6618 S. Acoma	✓		54	1/21/17
3 <u>Keith Farmer</u> Keith Farmer	6678 S Acoma St	✓		32	1/21/17
4 <u>Kristine Kraus</u> Kristine Kraus	6615 S. Apache Dr	✓		48	1/21/17
5 <u>CLARENCE HANG</u> Clarence Hang	6635 S. APACHE PK	✓		48	1/21/17
6 <u>Robert McDonald</u> Robert McDonald	6656 S. Apache Dr	✓		67	1/21/17
7 <u>Bill Wallace</u> Bill Wallace	6676 S Apache Dr.	✓		58	1/21/17
8 <u>Pamela Wallace</u> Pamela Wallace	6676 S Apache dr.	✓		52	1/21/17
9 <u>Amanda Wallace</u> Amanda Wallace	6676 S. Apache Dr.	✓		26	1/21/17
10 <u>Leah Spraul</u> Leah Spraul	6675 S Apache Dr	✓		68	1/21/17
11 <u>Robert Schnepfe</u> Robert Schnepfe	6694 S. Buffalo Dr	✓		59	1/21/17
12 <u>Sharon Schnepfe</u> Sharon Schnepfe	6694 S Buffalo Dr	✓		56	1/21/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Alyssa Wagner</u> Alyssa Wagner	6684 S Buffalo Dr, Littleton, CO 80120	✓		27	1/21/17
2 <u>Gay Wilkerson</u> Gay Wilkerson	6674 S. Buffalo	✓		77	1/21/17
3 <u>Mary C. Keller</u> Mary C. Keller	6643 S. Buffalo Dr.	✓		50	1/21/17
4 <u>Josh Bonney</u> Josh Bonney	6673 S Buffalo Dr	✓		35	1/21/17
5 <u>Mark Hostetler</u> Mark Hostetler	6613 S Buffalo Dr	✓		41	1/21/17
6 <u>Donna Nelson</u> Donna Nelson	6661 S Cherokee St.	✓		69	1/21/17
7 <u>Barbara Cushman</u> Barbara Cushman	6671 S. Cherokee St	✓		56	1/21/17
8 <u>Nicki Mueller</u> Nicki Mueller	6642 S. Cherokee St	✓		33	1/21/17
9 <u>Opal McDowall</u> OPAL McDOWALL	6622 Cherokee St	✓		91	1/21/17
10 <u>Sue Ellen Snyder</u> Sue Ellen Snyder	6601 S. Cherokee St.		✓	73	21 Jan 2017
11 <u>Philip Leslie</u> PHILIP LESLIE	6611 S CHEROKEE	✓		65	1/21/17
12 <u>Anthony Knight</u> Anthony Knight	6639 S. Delaware St	✓		76	1/21/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

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Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>James Henry</u> James Henry	6679 S. Delaware	✓		30	1/21/17
2 <u>Dianne Wickstrom</u> Dianne Wickstrom	6689 S. Delaware	✓		66	1-21-17
3 <u>Margaret A. Rasmussen</u> 6690 S. Delaware	6690 S. Delaware Margaret A. Rasmussen	✓		81	1-21-17
4 <u>Aracelis Aragon</u> 6675 Arapahoe Dr.			✓	80	1-21-17
5 <u>SAIME NEVAREZ</u> SAIME NEVAREZ	6667 S. ARAPAHOE Dr.	✓		49	1/21/17
6 <u>Michelle Rardin</u> Michelle Rardin	6667 S. Arapahoe Dr.	-		46	1-21-17
7 <u>Cathy Warehime</u> Cathy Warehime	105 W Peakview Ave	✓		45	1/21/17
8 <u>Niklas Arstrom</u> Niklas Arstrom	215 W. Peakview Ave	✓		34	1/21/17
9 <u>Beth Porter</u> Beth Porter	285 W. Peakview Ave	✓			
10 <u>Beth Porter</u> Beth Porter	285 W. Peakview Ave	✓		55	1/21/17
11 <u>Dylene Oberg</u> Dylene Oberg	285 W. Peakview	✓		66	1/21/17
12 <u>James Oberg</u> James Oberg	285 W. Peakview Littleton, CO	✓		75	1/21/2017

K DID NOT COUNT - WIFE STARTED TO SIGN FOR HER HUSBAND + HERSELF - HE WAS UNABLE TO SIGN - BLIND

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Phil Oliva</u> Phil Oliva	<u>308 W. Peakview</u>	✓	✗	50	1/21/17
2 <u>Lynn Forsberg</u> Lynn Forsberg	<u>365 W. Peakview</u> an	✓		78	1/21/17
3 <u>Miles Kubly</u> Miles Kubly	<u>366 W. Peakview</u>	✓		65	1-21-17
4 <u>NICOLE SCHULTZ</u> <u>Nicole Schultz</u>	<u>6553 S. Datura St</u>	✓		40	1/21/17
5 <u>Debra Kubly</u> <u>Valencia Kubly</u>	<u>366 W. Peakview AV</u>	✓		64	1/21/17
6 <u>ARWIN LEWIS</u> <u>Arwin Lewis</u>	<u>6246 S. VALLEYVIEW</u>	✓		52	1/22/17
7 <u>Lois Farmer</u> <u>Lois Farmer</u>	<u>6386 S. Valleyview</u> St	✓		28	1/22/17
8 <u>JULIO IRRERIA</u> <u>Julio Irreria</u>	<u>6325 S. Valleyview</u> SA	✓		69	1/22/17
9 <u>Miriam Iruerra</u> Miriam Iruerra	<u>6325 S. Valleyview</u>	✓		70	1/22/17
10 <u>Betty Engstrom</u> Betty Engstrom	<u>6365 S Valleyview</u>	✓		92	1/22/17
11 <u>Clark D. Parrott</u> CLARK D. PARROTT	<u>367 W VALLEYVIEW AVE</u>	✓		51	1/22/17
12 <u>Barbara Beck</u> Barb Beck	<u>467 W Valleyview Ave</u>	✓		72	1/22/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Arthur Ortiz</u> <u>Arthur Ortiz</u>	<u>467 W Valleyview Ave</u>	X		82	1-22-17
2 <u>Loke Surotich</u>	<u>547 W. Valleyview Ave</u> <u>Littleton CO 80120</u>	X		35	1-22-17
3 <u>Ali Surotich</u> <u>Ali Surotich</u>	<u>547 W Valleyview Ave</u>	X		30	1-22-17
4 <u>Tracy L. Ruby</u> <u>Tracy Ruby</u>	<u>598 N. VALLEYVIEW AVE</u> <u>W</u>	X		52	1-22-17
5 <u>Vanessa E. Surotich</u> <u>Vanessa E. Surotich</u>	<u>547 W. Valleyview Ave</u>	X		61	1-22-17
6 <u>RC Mitchell</u> <u>RC MITCHELL</u>	<u>390 W CALEY DR</u>	X		63	1-22-17
7 <u>James Dink</u> <u>James Dink</u>	<u>340 W Caley Dr.</u>	X		55	1-22-17
8 <u>Colette Poeppel</u> <u>Colette Poeppel</u>	<u>340 W. Caley Dr.</u>	X		55	1-22-17
9 <u>Lory Hartford</u> <u>Lory Hartford</u>	<u>329 W. Caley Dr</u>	X		41	1-22-17
10 <u>M. Susan Murphy-Lynch</u> <u>M. Susan Murphy-Lynch</u>	<u>369 W. Caley Dr.</u>	X		51	1-22-17
11 <u>Roger Masse</u> <u>Roger Masse</u>	<u>369 W Caley Dr</u>	X		66	1-22-17
12 <u>Ann Brahe</u> <u>Ann Brahe</u>	<u>389 W Caley Dr.</u>	X		53	1-22-17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>Gervet Gebremariam</u> <u>[Signature]</u>	599 W. Caley	✓		50	1/22/17
2 <u>MICHAEL R. BLO.</u> <u>[Signature]</u>	509 W. CALEY DR.	—		59	01/22/2017
3 <u>Rachelle Milligan</u> <u>Rachelle Milligan</u>	449 W. Caley Dr.	✓		47	1/22/17
4 <u>Aaron M. Milligan</u> <u>Aaron M. Milligan</u>	449 W. Caley Dr.	✓		48	1/22/17
5 <u>Diane Melancon</u> <u>Diane Melancon</u>	409 W Caley DR	✓		52	1/22/17
6 <u>Andrew Dwall</u> <u>[Signature]</u>	520 W. Caley Dr	✓		46	1/22/17
7 <u>Julie Porre</u> <u>Julie Porre</u>	520 W. Caley Dr	✓		46	1/22/17
8 <u>Teresa Fairbanks</u> <u>TERESA Fairbanks</u>	560 W. Caley Dr.	✓		64	1/22/17
9 <u>Ted Smith</u> <u>[Signature]</u>	305 W. Caley Circle	✓		57	1/22/17
10 <u>Joyce Dowdy</u> <u>Joyce Dowdy</u>	495 W. Caley Cir.	✓		82	1/22/17
11 <u>Carl Welch</u> <u>Carl Welch</u>	505 W Caley Cir	✓		76	1/22/17
12 <u>John Dutton</u> <u>JOHN DUTTON</u>	566 W. Caley Cir.	✓		65	1/22/17

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. **TRADE NAME:** MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top of line (First and Last Name)	Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>William McElroy</u> <u>William McElroy</u>	556 W. Calley Circle	✓		52	1-22-17
2 <u>Marcy McCarty</u> <u>M. McCarty</u>	486 W. Calley Circle Littleton CO 80120	✓		36	1/22/17
3 <u>Matt McCarty</u> <u>Matt McCarty</u>	486 W. Calley Cir. Littleton, CO 80120	✓		40	1/22/17
4 <u>Josel Rodriguez</u> <u>Josel Rodriguez</u>	456 W. Calley Cir	✓		68	1/22/17
5 <u>Joan J. McCloskey</u> <u>Joan J. McCloskey</u>	396 W. Calley Circle	✓		63	1/22/17
6 <u>Beth Farr</u> <u>Beth Farr</u>	635 W. Calley Cr.	✓		26	1/22/17
7 <u>Matt Lusk</u> <u>Matt Lusk</u>	625 W Calley Cr	✓		36	1/22/17
8 <u>Steve Alexander</u> <u>Steve Alexander</u>	616 - W Calley Cir	✓		70	1/22/17
9 <u>Jesse Alexander</u> <u>Jesse Alexander</u>	6428 S. Gouthan Street	✓		40	1-22-17
10					
11					
12					

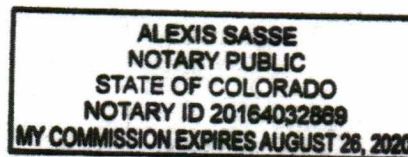
CIRCULATOR AFFIDAVIT

I, Carol Johnson, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

Carol Johnson
CIRCULATOR

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
)



Subscribed and sworn to before me this 23 day of January, 2017

Alexis Sasse
NOTARY PUBLIC

My commission expires: 8/26/2020

CA
Budi

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE

• Applicant: MAMA SOL COCINA, LLC.
Trade Name: MAMA SOL COCINA
Proposed Location 6439 S. BROADWAY, UNIT B
LITTLETON, COLORADO 80121
Application For: A Hotel and Restaurant Liquor License to dispense malt, vinous, and
spirituous liquor by the drink for consumption ON the premises

Public Hearing before the Littleton Liquor Licensing Authority

Date: February 8, 2017
Time: 6:30 P.M.
Location: Littleton City Council Chambers
2255 West Berry Avenue
Littleton, Colorado

INSTRUCTIONS AND QUALIFICATIONS FOR SIGNING THIS PETITION:
DO NOT SIGN THIS PETITION UNLESS:

1. You are at least 21 years of age.
 2. You RESIDE within the defined neighborhood designated on the attached map.
- OR**
3. If you do not reside within the defined neighborhood, you are the OWNER OR MANAGER of a business within the designated neighborhood. Please see attached map.
 4. You sign your name only. Please sign your first name or first initial, middle name or middle initial (if appropriate) and last name in the presence of the petition circulator. No individual may sign for another individual.
 5. You have not signed another petition concerning the same application.
 6. You have read or had the opportunity to read the petition in its entirety and understand its meaning.

PETITION TO THE LOCAL LICENSING AUTHORITY

IF YOU SUPPORT THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE NOT SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE BE ISSUED, PLEASE MARK AN "X" IN THE "SUPPORT" COLUMN.

IF YOU OPPOSE THIS APPLICATION FOR A HOTEL & RESTAURANT LIQUOR LICENSE BECAUSE THE PRESENT OUTLETS ARE SUFFICIENT FOR YOUR NEEDS, AND IT IS YOUR DESIRE THIS LICENSE NOT BE ISSUED, PLEASE MARK AN "X" IN THE "OPPOSE" COLUMN.

PETITION CONCERNING A NEW HOTEL AND RESTAURANT LIQUOR LICENSE APPLICATION

APPLICANT: MAMA SOL COCINA LLC. TRADE NAME: MAMA SOL COCINA

PROPOSED LOCATION: 6439 S. BROADWAY, UNIT B, LITTLETON, COLORADO 80121

The undersigned has read, or has had the opportunity to read, the petition in its entirety and understand its meaning.

Signature-on top line (First and Last Name), Printed name-below line (Please use black ink)	Business Name and Street Address (with suite number)	Support	Oppose	Age	Date Signed
1 <u>[Signature]</u> Manager <u>Bryan Kapsch</u> Owner	Matress Firm 40 W Littleton Blvd #212	X		45	1-23-17
2 <u>[Signature]</u> Manager <u>Estela Flores</u> Owner	Subway 40 W Littleton Blvd #211	X		27	1-23-17
3 <u>[Signature]</u> Manager <u>Neal Hiler</u> Owner	The UPS Store 0919 40 W Littleton Blvd #210 Littleton CO 80120	X		36	01/23/17
4 <u>[Signature]</u> Manager <u>Scott Hetley</u> Owner	Littleton liquor Mart 40 W. Littleton Blvd. Ste 201	X		36	01/23/17
5 <u>[Signature]</u> Manager <u>John Findeisen</u> Owner	Starbucks 50 E Littleton blvd unit 301	X		31	1/23/17
6 <u>[Signature]</u> Manager <u>ANIE GUPTA</u> Owner	LOTUS Jewels 50 W Littleton Blvd #302 Littleton, CO 80120	X		66	1/23/17
7 <u>[Signature]</u> Manager <u>Michelle Darden</u> Owner	Papa Murphy's 50 W Littleton Blvd	X		34	1/23/17
8 <u>[Signature]</u> Manager <u>Strick & Mazzoni</u> Owner	Miracle Flooring LLC 5809 S Broadway #A Littleton CO 80121	✓		57	1/24/17
9					
10					
11					
12					

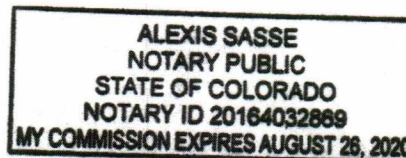
CIRCULATOR AFFIDAVIT

I, Carol Johnson, being over the age of twenty-one years and being first duly sworn upon oath, depose and state:

I was the circulator of the petition attached hereto and further assert that I personally witnessed the placing of each signature on the attached petition. To the best of my knowledge, each signature is the signature of the person whose name it purports to be and each address given opposite each name is the true address of the person who signed the petition. Additionally, every individual who signed the attached petition represented himself or herself to be over the age of twenty-one (21) and is either a resident or the owner or manager of a business in the neighborhood designated as the immediately affected area. Further, every signer of the attached petition was given the opportunity to read, or had read to them, the petition in its entirety. Finally, every signer was given the opportunity to sign in support of, or in opposition to, the application and understood the nature of the petition, and thereby and voluntarily signed the petition without the employment of any promises, threats, force or inducements.

Carol Johnson
CIRCULATOR

STATE OF COLORADO)
COUNTY OF Arapahoe) SS.
)



Subscribed and sworn to before me this 23 day of January, 2017

Alexis Sasse
NOTARY PUBLIC

My commission expires: 8/26/2020

CITY OF LITTLETON, COLORADO

RESOLUTION NO. 1, Series of 2017

A RESOLUTION OF THE LIQUOR LICENSING AUTHORITY OF THE CITY OF LITTLETON, COLORADO, APPROVING THE APPLICATION OF MAMA SOL COCINA LLC, DOING BUSINESS AS **MAMA SOL COCINA**, 6439 SOUTH BROADWAY, CITY OF LITTLETON, COUNTY OF ARAPAHOE, FOR A HOTEL & RESTAURANT ON-PREMISE LIQUOR LICENSE.

WHEREAS Mama Sol Cocina, LLC, doing business as **Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado**, has filed an application for a Hotel & Restaurant on-premise liquor license; and

WHEREAS, the Liquor Licensing Authority of the City of Littleton desires to enter its written findings and decision regarding approval of said license by resolution pursuant to that authority granted by Title 12, Article 47 of the Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE LIQUOR LICENSING AUTHORITY OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: Based upon testimony heard and evidence presented at a public hearing on June 8, 2016, the Authority finds that notice of the hearing was properly posted and published, that the needs of the neighborhood are not now being met, that it is the desire of the adult inhabitants of the neighborhood that the license be issued, that existing similar liquor licenses in the designated neighborhood are not adequate, that the applicant is a person of good moral character, record and reputation, and that the applicant has possession of the premises and the premises are suitable for the requested license

Section 2: The application of Mama Sol Cocina, 6439 South Broadway, Littleton, Colorado for a Hotel & Restaurant on-premise liquor license is hereby approved and the license is ordered to be issued to the applicant subject to the approval by the State of Colorado Liquor Enforcement Division.

Section 3. The City Clerk is hereby directed to send to the applicant a copy of the within resolution by certified mail, return receipt requested, approving the issuance of said license at the address shown on said application.

INTRODUCED, READ, AND ADOPTED at a regular meeting of the Littleton Liquor Authority of the City of Littleton, Colorado, on the **8th day of March, 2017**, in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

Andrew Cole, Liquor Authority Chairperson

ATTEST:

APPROVED AS TO FORM:

Colleen Norton, Deputy City Clerk

Lena McClelland, Assistant City Attorney