



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda Licensing Authority

Wednesday, August 13, 2014

7:00 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Approval of Agenda

3. Approval of Minutes

- a) ID# 14-189 LLA minutes to be certified: June 11, 2014 and July 9, 2014

Attachments: [June 11, 2014 LLA Minutes.pdf](#)
 [July 09, 2014 LLA Minutes.pdf](#)

4. Scheduling renewal hearings for liquor licenses

- a) LA# 14-017 Schedule renewal hearing for Jaja Bistro LLC, d/b/a Jaja Bistro, 5641 South Nevada Street

Attachments: [EX A - Renewal Application.pdf](#)
 [EX B - Tax Lien.pdf](#)
 [EX C - Proof of Notification.pdf](#)
 [EX D - Jaja Bistro Checks.PDF](#)

5. Liquor license application hearings

6. Liquor license application hearings

7. Consideration of other applications and requests for liquor licenses

- a) **LA# 14-014** Approval of liquor license application for The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 W. Canal Circle, Littleton, Colorado

Attachments: [EX A - Application](#)
[EX B - LPD Memo.pdf](#)
[EX C - Boundaries and Waiver.pdf](#)
[EX D - Proof of Posting.pdf](#)
[EX E - Proof of Publication.pdf](#)
[EX F - Petition Results.pdf](#)
[EX G - Public Hearing Roster.doc](#)
[LLA Resolution 4-2014](#)

8. Findings of probable cause and scheduling show cause hearings for liquor code violations

9. Preliminary hearing of liquor code violation

- a) **LA# 14-015** Preliminary Hearing - Kurt A. Melstrom; d/b/a Pyramid Discount Liquors; 599 W. Littleton Blvd.; Littleton, Colorado

Attachments: [EX A - LPD Report 2014001840.pdf](#)
[EX B - Pyramid Liquors Stipulation 08132014.PDF](#)

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 violation

16. General Business

17. Reports:

- a. Staff
- b. Authority Members

c. Chair

18. Adjournment



Staff Communication

File #: ID# 14-189, **Version:** 1

Agenda Date: 08/13/2014

Subject:

Certification of 06/11/2014 and 07/09/2014 regular meeting minutes of the Littleton Licensing Authority

Presented By: Colleen L. Norton, Deputy City Clerk
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PROPOSED MOTION:

A motion based on the clerk's certification, the June 11, 2014 and July 9, 2014 video recordings as the minutes for the June 11, 2014 and July 9, 2014 meetings of the Littleton Licensing Authority is approved.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal Licensing Authority

Wednesday, June 11, 2014

7:00 PM

Council Chamber

1. Call meeting to order

2. Roll Call

Present: 7 - William Bradish, Andrew Cole, Donovan O'Dell, Timothy LeVier, Ann Mather, Robin Peterson, Peter Webb

Also Present: 2 - Kristin Schledorn and Colleen L. Norton

3. Approval of Agenda

A motion was made by Vice Chair Cole, seconded by Authority Member O'Dell, to approve the agenda. The motion carried by the following vote:

Aye: 5

4. Approval of Minutes

A motion was made by Chairman Bradish, seconded by Authority Member Mather, to approve the clerk's certification of the minutes. The motion carried by the following vote:

Aye: 5

a) Certification of 04/09/2014 Licensing Authority minutes

5. Scheduling renewal hearings for liquor licenses

a) Pre-renewal - AMA Enterprises, Inc., d/b/a Dubbs Pub, 5301 S. Broadway

A motion was made by Vice Chair Cole, seconded by Authority Member LeVier, to admit exhibits A through D. The motion carried by the following vote:

Aye: 5

A motion was made by Authority Member LeVier, seconded by Authority Member Mather, that the renewal application be approved administratively by the Chairman. The motion carried by the following vote:

Aye: 5

6. Setting neighborhood boundaries and scheduling application hearings for liquor licenses**7. Liquor license application hearings**

- a) New H & R Liquor License - Cafe de France Inc.; d/b/a Bistro at Aspen Grove

A motion was made by Authority Member O'Dell, seconded by Vice Chair Cole, to admit exhibits A through G. The motion carried by the following vote:

Aye: 5

A motion was made by Authority Member LeVier, seconded by Chairman Bradish, that the item be approved and the license be issued. The motion carried by the following vote:

Aye: 5

- b) NEW - The Boardroom , Inc., d/b/a The Boardroom, 51 W. Dry Creek Court, Littleton, Colorado

A motion was made by Vice Chair Cole, seconded by Authority Member Mather, to admit exhibits A through G. The motion carried by the following vote:

Aye: 5

A motion was made by Vice Chair Cole, seconded by Authority Member Mather, that the item be approved and the license be issued. The motion carried by the following vote:

Aye: 5

8. Consideration of other applications and requests for liquor licenses**9. Findings of probable cause and scheduling show cause hearings for liquor code violations**

- a) Probable Cause - Pyramid Discount Liquors

A motion was made by Vice Chair Cole, seconded by Authority Member LeVier, to admit exhibits A and B. The motion carried by the following vote:

Aye: 5

A motion was made by Authority Member LeVier, seconded by Vice Chair Cole, to find that probable cause does exist and to schedule for a Show Cause hearing. The motion carried by the following vote:

Aye: 5

10. Preliminary hearing of liquor code violation**11. Show cause hearings for liquor code violations**

12. Medical Marijuana application hearings**13. Consideration of other applications and requests for medical marijuana centers****14. Findings of probable cause and scheduling show cause hearings for medical marijuana center violations****15. Preliminary hearing of medical marijuana center violations****16. Show cause hearings for medical marijuana center violations****17. General business****18. Reports:**

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

19. Adjournment

I hereby certify that I have reviewed the video recording for the regular meeting of the Littleton Licensing Authority for June 11, 2014. 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.

Colleen L. Norton, Deputy City Clerk



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal Licensing Authority

Wednesday, July 9, 2014

6:30 PM

Council Chamber

1. Roll Call

Present: 6 - William Bradish, Andrew Cole, Donovan O'Dell, Timothy LeVier, Ann Mather and Peter Webb

Absent: 1 - Robin Peterson

Also

Present: 3 - Tricia McCarthy, Kristin Schledorn and Wendy Heffner

2. Approval of Agenda

A motion was made by Vice Chair Cole, seconded by Chairman Bradish, to approve the agenda. The motion carried by the following vote:

Aye: 5

3. Approval of Minutes

4. Scheduling renewal hearings for liquor licenses

5. Liquor license application hearings

6. Liquor license application hearings

7. Consideration of other applications and requests for liquor licenses

8. Findings of probable cause and scheduling show cause hearings for liquor code violations

9. Preliminary hearing of liquor code violation

a) Preliminary Hearing - Pyramid Discount Liquors; 599 W. Littleton Blvd.; Littleton, Colorado

A motion was made by Vice Chair Cole, seconded by Authority Member Mather, to continue the preliminary hearing to August 13, 2014. The motion carried by the following vote:

Aye: 3 Nay: 2

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 violation****16. General Business****17. Reports:**

- a. Staff
 - a) Licensing activity report for June, 2014
- b. Authority Members
- c. Chair

18. Adjournment

I hereby certify that I have reviewed the video recording for the regular meeting of the Littleton Licensing Authority for July 9, 2014. 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.

Colleen L. Norton, Deputy City Clerk



Staff Communication

File #: LA# 14-017, Version: 1

Agenda Date: 08/13/2014

Subject:

Schedule renewal hearing for Jaja Bistro LLC, d/b/a Jaja Bistro, 5641 South Nevada Street

Presented By: Kristin Schledorn, Deputy City Attorney

ISSUE:

Whether to schedule the renewal application for Jaja Bistro LLC, d/b/a Jaja Bistro, 5641 South Nevada Street, Littleton, Colorado for a public hearing.

INTRODUCTION/HISTORY AND FACTS:

Routine liquor license renewals are generally handled administratively under Section 3-2-16 of the city code. That section states that the chairperson of the authority is authorized to grant renewals so long as “no information regarding alleged violations of the Colorado liquor and beer codes or amendment 20 of the Colorado constitution or violations of this code have been referred to him or her by the police department or otherwise.” Pursuant to Section III.B of the Licensing Authority Guidelines: “If the Littleton Police Department (LPD) renewal report or any other information obtained from other City departments (e.g., Finance) indicates to the City Attorney probable cause to believe there is “good cause” to refuse to renew, the City Attorney has discretion to place the renewal application on the agenda. The issue before the Licensing Authority shall be whether to schedule the renewal application for a public hearing. The Licensing Authority shall be provided with the renewal application, renewal report and any other information upon which the City Attorney based its decision to place the renewal application on the agenda. No testimony shall be taken and the Licensing Authority shall base its decision solely upon such information provided. If the Licensing Authority decides to schedule the renewal application for a public hearing, the renewal application shall be scheduled for the next available public hearing date, following notice as required by C.R.S. § 12-47-302. The chairperson shall be authorized to proceed with approving any renewal application not scheduled for a public hearing by the Licensing Authority as part of this procedure.”

The City Attorney’s Office has placed this application on the agenda for the following reason(s):

- Unpaid taxes and failure to file returns in violation of Article 3, Chapter 9 of the Littleton City Code. A lien (attached) was filed in the office of the Clerk and Recorder for Arapahoe County in March 2012 for past-due 2011 taxes. Pursuant to Littleton city code 3-9-6(19), the lien is in effect for a period of three (3) years. As of the last Notice of Deficiency, the amount due, including taxes, penalties and interest, is \$5,682.84. The taxpayer is not currently on a repayment plan.

LEGAL OPINION:

Pursuant to C.R.S. § 12-47-302(1), the local licensing authority may cause a hearing on the application for renewal to be held and may refuse to renew the license for good cause as provided in C.R.S. § 12-47-103(9), which states:

C.R.S. 12-47-103 Definitions

(9) “Good Cause”, for the purposes of refusing or denying a license renewal or initial license issuance, means:

- (a) The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of this article or any rules and regulations promulgated pursuant to this article;
- (b) The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceeding;
- (c) In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in section 12-47-301(2); or
- (d) Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct. For purposes of this paragraph (d), "disorderly conduct" has the meaning as provided for in section 18-9-106, C.R.S.

Good cause does not include non-payment of taxes unless the authority finds that the licensee’s character, record, and reputation are unsatisfactory under C.R.S. § 12-407-307(1)(a), because the licensee is delinquent in payment of taxes and the delinquency has been filed in a court having jurisdiction or has been made a public record by some other lawful means, as required by Regulation 47-310(E). C.R.S. 12-47-207(1)(a) states:

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:
- (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;
 - (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.

Regulation 47-310(E) states that “when a licensing authority is required to make a determination as to the character, record and reputation of existing licensees... the authority may consider the following factors... (4) The applicant or licensee has been found to be currently delinquent in the payment of any state or local taxes, and record of such tax delinquency has been filed in a court having jurisdiction or has been made a public record by some other lawful means...”

CONCLUSIONS AND RECOMMENDATIONS:

Staff recommends that, if the Authority finds that probable cause exists to believe there may be “good cause” to refuse to renew the license, the renewal application be set for a renewal hearing on September 10, 2014, in

accordance with the Licensing Authority Guidelines.

SUGGESTED MOTION:

I move that the renewal application for Jaja Bistro LLC, d/b/a Jaja Bistro, 5641 South Nevada Street, be approved administratively by the chairman of the Authority without the need for a public hearing thereon.

OR

I move that the renewal application for Jaja Bistro LLC, d/b/a Jaja Bistro, 5641 South Nevada Street, be scheduled for a public hearing on the 10th day of September, 2014 and notice be provided as required by C.R.S. § 12-47-302.

**LIQUOR OR 3.2 BEER LICENSE
RENEWAL APPLICATION**

JAJA BISTRO
5641 S NEVADA ST.
LITTLETON CO 80120-1115

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue**.
The State may convert your check to a one-time electronic
banking transaction. Your bank account may be debited as early
as the same day received by the State. If converted, your check
will not be returned. If your check is rejected due to insufficient or
uncollected funds, the Department may collect the payment
amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW


RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name JAJA BISTRO LLC		DBA JAJA BISTRO		
Liquor License # 42495410000	License Type Hotel & Restaurant (city)	Sales Tax License # 42495410000	Expiration Date 7/9/2014	Due Date 5/25/2014
Street Address 5641 S NEVADA ST. LITTLETON CO 80120-1115				Phone Number (303) 798 5389
Mailing Address 5641 S NEVADA ST. LITTLETON CO 80120-1115				
Operating Manager Stephan Poullier		Date [REDACTED]		

- Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 7/15/2015
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

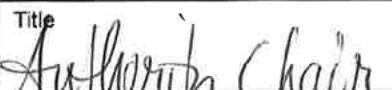
AFFIRMATION & CONSENT

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.

Type or Print Name of Applicant/Authorized Agent of Business Stephan Poullier	Title Owner
Signature 	Date 7/1/14

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For City of Littleton		Date
Signature 	Title Authority Chair	Attest

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

C E R T I F I C A T E

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

Jaja Bistro, LLC

is a **Limited Liability Company** formed or registered on 04/12/2007 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 20071179690.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/07/2014 that have been posted, and by documents delivered to this office electronically through 07/08/2014 @ 14:16:29.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/08/2014 @ 14:16:29 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8895385.



A handwritten signature in blue ink, reading 'Scott Gessler', is written over a horizontal line.

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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

PRIMARY APPLICANT

I, Stephan Poullier, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- 1. ☐ I am a United States citizen.
- 2. ☐ I am not a United States citizen, but I am a Permanent Resident of the United States.
- 3. ☒ I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law.

If you are not a United States citizen, enter your Alien Registration Number.

• A# [REDACTED]

SPOUSE, IF MARRIED

I, Janelle Poullier, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- 1. ☒ I am a United States citizen.
- 2. ☐ I am not a United States citizen, but I am a Permanent Resident of the United States.
- 3. ☐ I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law.

If you are not a United States citizen, enter your Alien Registration Number.

• A# _____

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Primary Applicant Signature <u>[Signature]</u>	Date <u>7/1/14</u>
Spouse Signature <u>Janelle Poullier</u>	Date <u>7/1/14</u>

CITY OF LITTLETON, COLORADO

FINANCE DEPARTMENT

2255 W. BERRY AVE

LITTLETON, CO 80165

Reception #: D2026811, 03/09/2012 at
09:08:54 AM, 1 OF 1, NST, Rec Fee \$11.00
Arapahoe County CO Nancy A. Doty,
Clerk & Recorder

NOTICE OF LIEN FOR SALES AND/OR USE TAX

Pursuant to the City of Littleton's Sale and Use Tax Ordinance, Sections 3-9-6-8 and 3-9-6-13, of the City of Littleton Municipal Code, the City of Littleton hereby claims a first and prior lien for delinquent and unpaid sales and/or use taxes, together with penalties and interest accrued thereon, in the amount and for the period set forth below, on the tangible personal property located at the address described below, except with respect to pre-existing claims or liens or a bona fide mortgagee, pledge, judgment creditor, or purchaser whose rights have attached to such property prior to the filing of this Notice.

FIRST:

Name of Taxpayer: **JAJA BISTRO LLC**

Located in County of: **ARAPAHOE**

License #: **14199**

Business Name: **JAJA BISTRO**

For the Period: **February 2011, March 2011,
April 2011, May 2011, June 2011, July 2011,
August 2011, September 2011, November 2011,
December 2011.**

Address: **5641 S NEVADA ST
LITTLETON CO 80120-1115**

SECOND: That said lien is for sales and/or use tax including penalties, interest, and fees thereon as follows:

(a) Principal amount of sales/use tax	\$ 7,273.66
(b) Penalty incurred	\$ 650.99
(c) Interest accrued through 1/31/2012	\$ 126.66
TOTAL	<u>\$ 8,051.31</u>

Said lien is a perpetual and continuing lien and increases monthly until paid; and the exact amount may be ascertained at the office of the Finance Department, City of Littleton.

I, Doug Farmen, Finance Director of the City of Littleton, Colorado, do hereby state that the above-stated amounts are true and correct and are levied in compliance with and pursuant to the laws of the City of Littleton, and I have hereunto set my hand in behalf of the City of Littleton this 1st day of March, 2012.

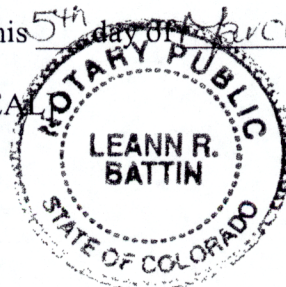
By: [Signature] Finance Director

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of March, 2012.

By: [Signature], Notary Public

[SEAL]



Witness my hand and official seal.

My commission expires : 6-28-15



City Clerk

2255 West Berry Avenue
Littleton, Colorado 80120
303-795-3753 • Fax 303-795-3819

July 22, 2014

Jaja Bistro LLC
d/b/a Jaja Bistro
5641 South Nevada Street
Littleton, CO 80120

RE: Hotel and Restaurant Liquor License Renewal Hearing

Dear Licensee:

This letter is to inform you that the Littleton Licensing Authority will be considering the renewal of your Hotel & Restaurant liquor license on Wednesday August 13, 2014. This renewal hearing is being held in accordance with section 3-2-16 of the Littleton city code and section III(B) of the licensing authority guidelines. The city attorney's office has placed your renewal application on the agenda based on a report of unpaid city sales taxes from our Finance Department.

At the August 13, 2014 meeting, the licensing authority will consider whether to schedule your license renewal application for a public hearing, which would occur at the next available public hearing date following notice as required by state statute.

The scheduled meeting will start at 7:00 p.m., August 13, 2014 at the Littleton Center, 2255 West Berry Avenue in the Council Chamber. While you may be present at this meeting, no testimony will be heard.

Sincerely,

Colleen L. Norton
Deputy City Clerk

Enclosure(s)

U.S. MAIL PERMIT NO. 1000 LITTLETON, CO 80120

SENDER, COMPLETE THIS SECTION:

- Complete items 1, 2, and 3. Also complete item 4 if you wish to insure your merchandise.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the package, or on the front if space permits.

1. Article Addressed to:

Jaja Bistro
5641 South Nevada Street
Littleton, CO 80120

COMPLETE THIS SECTION ON DELIVERY:

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Is delivery address different from item 1? ☐ Yes ☒ No
- D. If YES, enter delivery address below:

- 3. Service Type ☐ Express Mail ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
- 4. Registered Delivery? (Show Fee) ☐ Yes ☒ No

2. Article Number (Transfer from article label) 7013 0500 0000 9360 6186 Domestic Return Receipt
PS Form 3811, February 2004 5010-104-100

CERTIFIED MAIL



7013 0500 0000 9360 6186

Jaja Bistro
5641 South Nevada Street
Littleton, CO 80120

4767

JAJA BISTRO, LLC5641 S. NEVADA STREET
LITTLETON, CO 80120
PH. (303) 798-5389EZShield® Check Fraud
Protection for Business

78-873-914

PAY
TO THE
ORDER OF

DATE

8/11/14

\$ 682⁸⁴

DOLLARS

**Great Western Bank®**
Member FDIC

FOR

City of Littleton
Six hundred eighty two & 84/100
J Poullier

⑈004767⑈ ⑆091408734⑆ 108⑈08958⑈

4768

JAJA BISTRO, LLC5641 S. NEVADA STREET
LITTLETON, CO 80120
PH. (303) 798-5389EZShield® Check Fraud
Protection for Business

78-873-914

PAY
TO THE
ORDER OF

DATE

8/29/14

\$ 2500⁰⁰

DOLLARS

**Great Western Bank®**
Member FDIC

FOR

City of Littleton
Twenty five hundred & xx/100
J Poullier

⑈004768⑈ ⑆091408734⑆ 108⑈08958⑈

4769

JAJA BISTRO, LLC5641 S. NEVADA STREET
LITTLETON, CO 80120
PH. (303) 798-5389EZShield® Check Fraud
Protection for Business

78-873-914

PAY
TO THE
ORDER OF

DATE

9/12/14

\$ 2500⁰⁰

DOLLARS

**Great Western Bank®**
Member FDIC

FOR

City of Littleton
Twenty five hundred & xx/100
J Poullier

⑈004769⑈ ⑆091408734⑆ 108⑈08958⑈

Rec'd 8/12/2014



Staff Communication

File #: LA# 14-014, Version: 1

Agenda Date: 08/13/2014

Subject:

Approval of liquor license application for The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 W. Canal Circle, Littleton, Colorado

Presented By: Kristin Schledorn, Deputy City Attorney

ISSUE

Whether to issue a 3.2% Beer Off-Premise liquor license to The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 W. Canal Circle, Littleton, Colorado.

INTRODUCTION/HISTORY AND FACTS

The Homestead Enterprise, Inc., d/b/a Shop-N-Save, has submitted an application to the City Clerk's office for a 3.2% Beer Off-Premise liquor license.

LEGAL OPINION

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 July 3, 2014
Posting:	Notice of hearing was posted on the premises on July 25, 2014 (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 January 4, 2010, as amended

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.

CONCLUSIONS AND RECOMMENDATIONS

The application is complete and all required documents are in order. Therefore, should the applicant's presentation and the facts and evidence adduced as a result of the Licensing Authority's investigation indicate that the needs of the adult inhabitants of the neighborhood are not now being met, that the desires of the adult inhabitants of the neighborhood are to have the license issued, that existing similar liquor licenses in the designated neighborhood are not adequate, and that the applicant is of satisfactory record and reputation, staff would recommend that the Authority approve the application for a 3.2% Beer Off-Premise liquor license, as requested by the applicant.

PROPOSED MOTION:

Motion to close the public hearing and that a resolution of the Littleton Licensing Authority be approved which grants The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 W. Canal Circle, Littleton, Colorado, a 3.2% Beer Off-Premise 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 a person of good moral character, record and reputation.

OR

I move that the public hearing be closed and that the proposed resolution of the Littleton Licensing Authority which grants a 3.2% Beer Off-Premise liquor license for The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 W. Canal Circle, 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

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.

<input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF OWNERSHIP <input type="checkbox"/> LICENSE RENEWAL		DO NOT WRITE IN THIS SPACE	
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN APPLICANT MUST CHECK THE APPROPRIATE BOX(ES) LOCAL LICENSE FEE \$ _____ APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)			
1. Applicant is applying as a <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual </div> <div> <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Limited Liability Company </div> <div> <input type="checkbox"/> Association or Other </div> </div>			
2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation HOMESTEAD ENTERPRISE, INC		Fein Number 46-5616453	
2a. Trade Name of Establishment (DBA) SHOP N SAVE		State Sales Tax No. 27924262-0000	Business Telephone 303 794-4403
3. Address of Premises (specify exact location of premises) 1601 W CANAL CIRCLE			
City LITTLETON	County ARAPAHOE	State CO	ZIP Code 80120
4. Mailing Address (Number and Street) SAME	City or Town	State	ZIP Code
5. If the premises currently have a liquor or beer license, you MUST answer the following questions:			
Present Trade Name of Establishment (DBA)		Present State License No.	Present Expiration Date
LIAB SECTION A NONREFUNDABLE APPLICATION FEES		LIAB SECTION B 3.2% BEER LICENSE FEES	
2300 <input type="checkbox"/> Application Fee for New License \$ 1,025.00 2302 <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$ 1,125.00 2310 <input type="checkbox"/> Application Fee for Transfer \$ 1,025.00 2312 <input type="checkbox"/> Application Fee for Transfer - w/Concurrent Review \$ 1,125.00		2121 <input type="checkbox"/> Retail 3.2% Beer On-Premises (City) \$ 96.25 2124 <input type="checkbox"/> Retail 3.2% Beer On-Premises (County) \$ 117.50 2122 <input checked="" type="checkbox"/> Retail 3.2% Beer Off-Premises (City) \$ 96.25 2125 <input type="checkbox"/> Retail 3.2% Beer Off-Premises (County) \$ 117.50 2123 <input type="checkbox"/> Retail 3.2% Beer On/Off Premises (City) \$ 96.25 2126 <input type="checkbox"/> Retail 3.2% Beer On/Off Premises (County) \$ 117.50 2370 <input type="checkbox"/> Master File Location Fee \$ 25.00 x _____ Total _____ 2375 <input type="checkbox"/> Master File Background \$ 250.00 x _____ Total _____	
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
LIABILITY INFORMATION			
County	City	Industry Type	License Account Number
State _____ -750 (999)		City 2180-100 (999)	County 2190-100 (999)
Cash Fund New License 2300-100 (999)		Cash Fund Transfer License 2310-100 (999)	TOTAL

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list 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.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- ☐ A. Applicant/Licensee identified.
- ☐ B. State sales tax license number listed or applied for at time of application.
- ☐ C. License type or other transaction identified.
- ☐ D. Return originals to local authority.
- ☐ E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- ☐ A. No larger than 8 1/2" X 11".
- ☐ B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- ☐ C. Separate diagram for each floor (if multiple levels).
- ☐ D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- ☐ A. Deed in name of the Applicant ONLY (or)
- ☐ B. Lease in the name of the Applicant ONLY.
- ☐ C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- ☐ D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- ☐ A. Individual History Record(s) (Form DR 8404-I).
- ☐ B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- ☐ C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- ☐ D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- ☐ A. Certificate of Incorporation (and/or)
- ☐ B. Certificate of Good Standing if incorporated more than 2 years ago.
- ☐ C. Certificate of Authorization if foreign corporation.
- ☐ D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- ☐ A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- ☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- ☐ B. Copy of operating agreement.
- ☐ C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- ☐ A. \$75.00 fee.
- ☐ B. Individual History Record (DR 8404-I).

6. 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 No <input type="checkbox"/> <input checked="" type="checkbox"/>		
7. 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? (b) had an alcohol beverage license suspended or revoked? (c) had interest in another entity that had an alcohol beverage license suspended or revoked? If you answered yes to 7a, b or c, explain in detail on a separate sheet.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		
8. Has a 3.2 beer license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
9. 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 or former financial interest in said business including any loans to or from a licensee.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises for at least 1 year from the date that this license will be issued by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord BLF REAL ESTATE, LLC	Tenant HOMESTEAD ENTERPRISE, INC	Expires 12-31-2019	
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". (Doesn't have to be to scale)			
11. 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.			
Name	Date of Birth	FEIN or SSN	Interest
N/A			
<i>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.</i>			
12. Name of Manager for all on and on/off applicants. <u>AKRAM K. KAIS</u>			Date of Birth <div style="background-color: black; width: 100px; height: 20px;"></div>
13. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
14. Tax Distraint 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 distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>

15. If applicant is a corporation, partnership, association or a 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 finger print cards to their local licensing authority.

Name	Home Address, City & State	Date of Birth	Position	% Owned*
AKRAM K. KAIS	[REDACTED]	[REDACTED]	OWNER	100%

- ☐ * If total ownership percentage disclosed here does not total 100%, applicant must check this box
Applicant affirms that no individual, other than those disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- ☒ **CORPORATION** ☐ Cert. of Incorp. ☒ Cert. of Good Standing (if more than 2 yrs. old) ☐ Cert. of Auth. (if a foreign corp.)
☐ **PARTNERSHIP** ☐ Partnership Agreement (General or Limited) ☐ Husband and Wife partnership (no written agreement)
☐ **LIMITED LIABILITY COMPANY** ☐ Articles of Organization ☐ Cert. of Authority (if foreign company) ☐ Operating Agrmt.
☐ **ASSOCIATION OR OTHER** Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

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

Title

Date

AKRAM K. KAIS

owner

6-12-2014

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.

June 12, 2014

AUGUST 13, 2014

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

Yes No

☒ 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☒ 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

Telephone Number

☒ TOWN, CITY
☐ COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

City of Littleton

303-795-3780

Authority Chair

INDIVIDUAL HISTORY RECORD

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers of a Hotel and Restaurant or a Tavern License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. **EVERY** answer you give will be checked for its truthfulness. **A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.**

1. Name of Business

HOMESTEAD ENTERPRISE INC.; D/B/A SHOP N SAVE

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

KAIS, AKRAM, K.

3. List any other names you have used.

N/A

4. Mailing address (if different from residence)

1601 W CANAL CIRCLE; LITTLETON, CO 80120

Home Telephone

5. List all residence addresses below. Include current and previous addresses for the past five years.

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current				
[REDACTED]		Littleton CO 80120	April 2013	Present
Previous				
10284 ROYAL EAGLE STREET		Highlands Ranch CO 80129	August 2000	April 2013

6. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
CenturyLink	930 15th Street; Denver, CO 80203	Engineer	06/98	06/14
State of Colorado	1301 N Speer; Denver, CO 80204	Network Admin.	09/80	06/98

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 State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer 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 U.S.? 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? Include arrests for DUI and DWAI. (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 STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)

☐ Yes ☒ No

PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL.

Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 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.

Authorized Signature

Abraham K. K...

Title

President/Owner

Date

06/12/2014

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

The Homestead Enterprise, INC.

is a **Corporation** formed or registered on 01/16/2011 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 20111029646.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2014 that have been posted, and by documents delivered to this office electronically through 06/16/2014 @ 14:00:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/16/2014 @ 14:00:11 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8877318.



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 Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

City of Littleton

2255 WEST BERRY AVENUE
LITTLETON, COLORADO 80120

Business Emergency Contact Information

This information will be used for after hour emergencies when access is required into the business by the Police Department or Fire Department

Name of Business

Shop N Save

Business Address

1601 W. Canal Cir

Business Telephone Number

303-862-5671

Emergency Contact Name #1

Courtney Fritz
~~720-363-0034~~

Emergency Contact Telephone Number #1

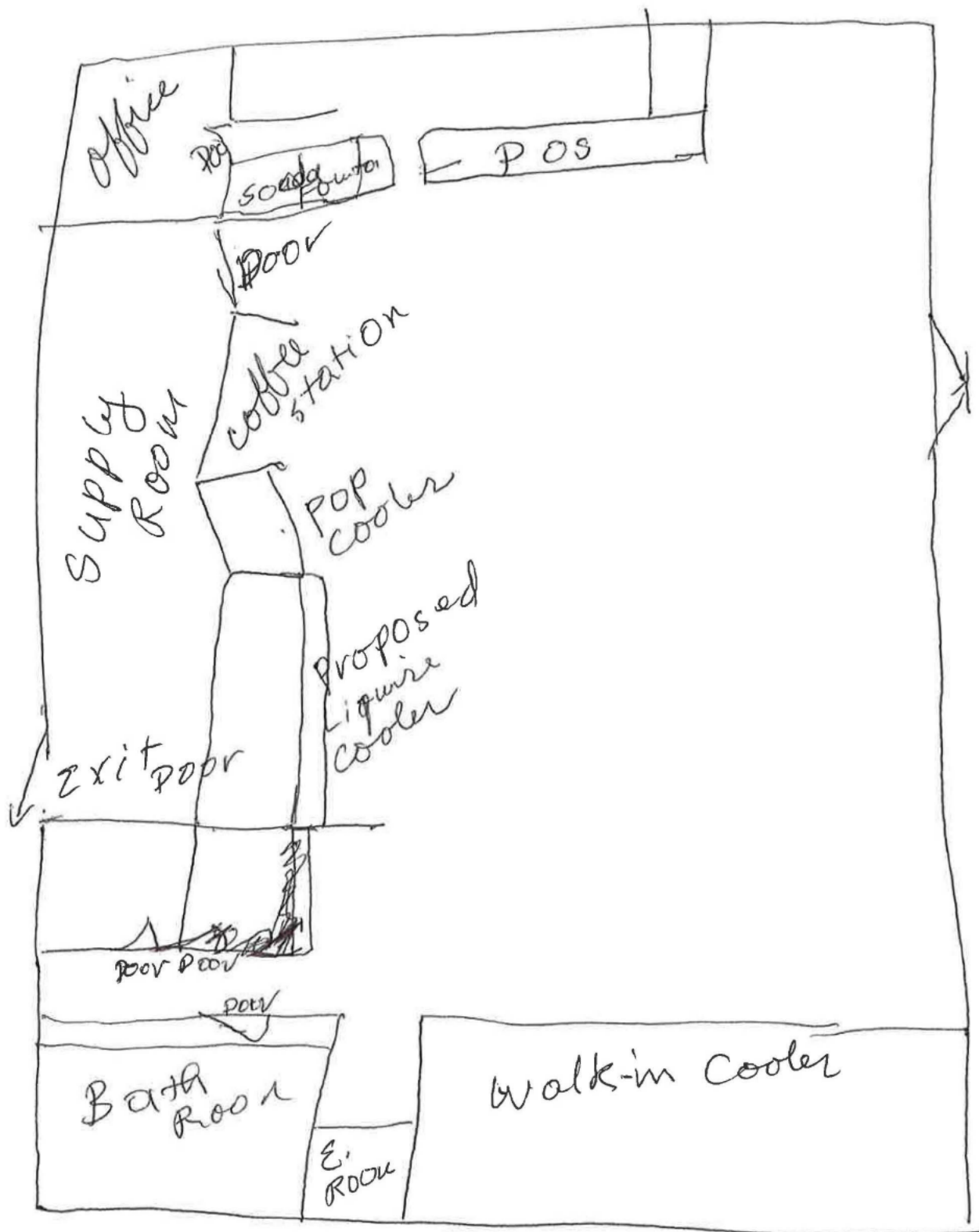


Emergency Contact Name #2

Emergency Contact Telephone Number #2

This information is effective as of

6-12-2014



STANDARD COMMERCIAL
Shopping Center Lease

THE STATE OF COLORADO
COUNTY OF

This lease, entered into this 4 day of January, 2009, by and between the Landlord and the Tenant hereinafter named.

ARTICLE I. Definitions and Certain Basic Provisions. 1.1

- (a) "Landlord": BLF Real Estate, LLC, a Colorado limited liability company
c/o CB Richard Ellis
- (b) Landlord's address: 8390 E. Crescent Pkwy Suite 300, Greenwood Village, CO 80111
- (c) "Tenant": Shamsi Barzideh and Kamran Aghajani, as Individuals
- (d) Tenant's mailing address: _____
- (e) Tenant's trade name: Conoco Gas
- (f) Tenant's address in Shopping Center: 1601 West Canal Circle, Littleton CO 80120
- (g) "Demised Premises": approximately 2,520 square feet (computed from measurements to the exterior of outside walls of the building and to the center of interior walls), such premises being shown and outlined on the plan attached hereto as Exhibit A, and being part of the Shopping Center situated upon the property described in Exhibit B attached hereto. "Shopping Center" shall refer to the property described in Exhibit B, together with such additions and other changes as Landlord may from time to time designate as included within the Shopping Center.
- (h) Lease term: Commencing on the "Commencement Date" as hereinafter defined and ending sixty (60) months hereafter except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the Commencement date.
- (i) "Estimated Completion Date": January 1, 2010.
- (j) Minimum Guaranteed Rental: \$3,045.00 * per month, payable in advance. * See Paragraph 28.4 of Addendum.
- (k)
- (l) Initial Common Area Maintenance charge per month: \$945.00
- (m) Initial Insurance Escrow Payment per month: \$27.30
- (n) Initial Tax Escrow Payment per month: \$564.90
- (o) "Security Deposit": \$4,582.20
- (p) Permitted use: Convenience store with gas
- (q) Exhibits:
 - A Site Plan and Premises
 - B Shopping Center Legal
 - C Description of Work
 - D Sign Criteria
 - E Rules and Regulations
 - F Guaranty
 - G First Right of Refusal

1.2 The sum of:

Minimum Guaranteed Rental as set forth in Article 1, Section 1.1 (j) and. \$3,045.00 *
Initial Common Area Maintenance charge, as set forth in Article 1, Section 1.1 (l); and. . . \$945.00
Initial Insurance Escrow Payment as set forth in Article 1, Section 1.1 (m); and. \$ 27.30
Initial Tax Escrow Payment as set forth in Article 1, 1(n). \$ 564.90
Monthly Payment Total. * \$4,582.20

* See Paragraph 28.4 of Addendum.

1.3 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

ARTICLE II. Granting Clause. 2.1 In consideration of the obligation in Tenant to pay rent and other charges as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord the Demised Premises as described in Article I. Section 1.1 (g). TO HAVE AND TO HOLD said premises for the lease term specified in Article I, Section 1.1 (h), all upon the terms and conditions set forth in this lease.

ARTICLE III. Construction and Acceptance of Demised Premises. 3.1 Landlord shall proceed to construct an improvement upon the demised Premises in compliance with the 'Description of Landlord's Work' in Exhibit C attached hereto, with such minor variations as Landlord may deem advisable, and tender the premises to Tenant. The Demised Premises shall be deemed to be "Ready for Occupancy" when Landlord certifies in writing to Tenant that Landlord has substantially completed Landlord's work, as described in Exhibit C. If the Demised Premises are not Ready for Occupancy prior to the Estimated Completion Date, Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, nor shall the term of this lease be affected, except that if for any reason the Demised Premises are not Ready for Occupancy within eighteen (18) months following the Estimated Completion Date, Tenant may at its option cancel and terminate this lease by written notice to Landlord delivered within thirty (30) days following the expiration of such eighteen (18) month period, in which event neither party shall have any further liabilities or obligations hereunder, except the Landlord shall repay to Tenant any prepaid rent or security deposit. When the Demised Premises are Ready for Occupancy, Tenant agrees to accept possession thereof and to proceed with due diligence to perform the work described under "Description of Tenant's Work" in Exhibit C, all of such work to be performed in compliance with Exhibit C, and to install its fixtures, furniture and equipment. Any Tenant Work causing venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense. Tenant shall provide Landlord with a certificate from Landlord's roofing contractor that all of Tenant's Work described in Exhibit C causing venting, opening, sealing, waterproofing or in any way altering the roof has been performed in compliance with Exhibit C. Tenant hereby holds Landlord harmless from any damage to the Demised Premises resulting, directly or indirectly, from Tenant's venting, opening, sealing, waterproofing or in any other way altering the roof unless such a certificate from Landlord's roofing contractor has been delivered to Landlord before the date of any such loss. In the event of any dispute as to work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or engineer shall be conclusive. By initiating Tenant Work in the Demised Premises, Tenant shall be deemed to have accepted the same and to have acknowledged that the same fully comply with Landlord's covenants and obligations hereunder. Tenant further agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Demised Premises' and that Landlord has fully complied with Landlord's covenants and obligations hereunder. Tenant agrees to furnish to Landlord a Certificate of Occupancy from applicable local authorities upon Commencement Date.

3.2 Tenant agrees to open the Demised Premises to the public by March 1, 2010. The Commencement Date of this lease shall be upon mutual execution of lease document. The Rent Commencement Date shall be March 1, 2010 or upon which Tenant opens the premises to the public for business, whichever shall first occur. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this lease excepting only those requiring the payment of rent.

3.3 Tenant agrees to participate in a joint opening of the Shopping Center if requested to do so by Landlord.

3.4 Landlord shall not be obligated to proceed with construction on the Demised Premises unless and until financing acceptable to Landlord is obtained. Unless commitments for such financing satisfactory to Landlord have been obtained and all conditions to such commitments (other than construction of the Shopping Center) shall have been fulfilled within twelve (12) months following the Estimated Completion Date, Landlord may so notify Tenant in writing within thirty (30) days following the expiration of such twelve (12) month period, and this lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. No expenditure of any sum or incurring of any liability by Tenant for merchandise, fixtures, equipment, labor, materials or otherwise, shall alter or affect the rights of Landlord hereunder. If Landlord can obtain financing only upon the basis of modification of the terms and provisions of this lease, Landlord shall have the right to cancel this lease if Tenant refuses to approve in writing any such modification within fifteen (15) days after Landlord's request therefor. If such right to cancel is exercised, this lease shall thereafter be null and void, any security deposited hereunder shall be returned to Tenant, and neither party shall have any liability to the other by reason of such cancellation.

ARTICLE IV. Monthly Payment 4.1 Monthly Payment, as specified in Article I, Section 1.2, shall accrue hereunder from the Commencement Date, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment, without demand and without set-off or deduction, for any reason whatsoever, except as herein provided. Monthly Payment shall mean the sum of Minimum Guaranteed Rental in monthly installments in the amount specified in Article I, Section 1.1 (j), (k), Common Area Maintenance Charge as set forth in Article VI, Insurance Escrow Payment as set forth in Article XIII and Tax Escrow Payment as set forth in Article XVIII.

4.2 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments in the amount specified in Article I, Section 1.1 (j) above. The first such monthly installment shall be due and payable on or before the Commencement Date, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the lease term: provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as minimum guaranteed

rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from the Commencement Date to the end of the calendar month during which the Commencement Date shall fall bears to the total number of days in such month.

4.5 The term "Gross Sales" as used herein shall be construed to include the entire amount of the sales price, whether for cash or otherwise of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted, (including without limitation, interest, time price differential, finance charges, service charges, credit and layaway sales), in or from the Demised Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines or other devices, and sales by any sublessee, concessionaire or licensee or otherwise in said premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Tenant receives payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross Sales shall not include, however, any sums collected and paid out for any sales or direct excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchanges are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in or from the Demised Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Demised Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant, nor sales of Tenant's fixtures.

ARTICLE V. Sales Reports and Records. 5.1 On or before the 10th day of each calendar month during the term of this lease Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales made during the preceding calendar month, in addition, within sixty (60) days after the expiration of each calendar year and within sixty (60) days after termination of this lease, if this lease should not terminate at the end of a calendar year, Tenant shall prepare and deliver to Landlord at the place designated by Landlord a statement of Gross Sales during the preceding calendar year (or partial calendar year), certified to be correct by tenant. Tenant shall furnish similar statements for its licensees, concessionaires and subtenants, if any. All such statements shall be in such form as Landlord may require, but shall include sales broken down into at least four categories: fuel, lottery ticket sales, merchandise, and other. If any such certified statement discloses error in the calculation of the percentage rental for any period, appropriate adjustment of the Percentage Rental shall be made, subject, however, to Landlord's rights under Article V, Section 5.3.

5.2 Tenant shall keep in the Demised Premises or at some other location, approved in writing by Landlord, a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the Demised Premises, and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records. All such books and records shall be retained and preserved for at least twenty-four (24) months after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents of all reasonable times.

ARTICLE VI. Common Area. 6.1 The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area as shown on Exhibit A as well as the location, dimensions, identity and type of any building shown on Exhibit A and to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center and to eliminate buildings from the plan shown on Exhibit A. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant will furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

6.2 Landlord shall construct, at its sole cost and expense, a hard surface parking area within the Shopping Center as shown on Exhibit A or in reasonable proximity thereto, it being expressly agreed, however, that in addition to the rights reserved to Landlord in Section 6.1 above, Landlord may from time to time substitute for any parking area shown on Exhibit A other areas or multi-level parking facilities reasonably accessible to the tenants of the Shopping Center.

6.3 Tenant agrees to pay as an additional charge each month for its proportionate share of the cost of operation and maintenance of the Common Area (collectively the "Common Area") including, but not limited to, all costs and expenses incurred by Landlord in operating, maintaining, repairing, replacing lighting, signing, cleaning, painting, striping, insuring, equipping, staffing, heating and cooling, securing, and policing of the shopping center

and Common Area, including, without limitation, among other costs (which may be incurred by Landlord in its sole discretion):

- (a) Alarm systems, patrol services and fire protection;
- (b) Maintenance of irrigation systems;
- (c) Insurance, including, without limitation, liability insurance for personal injury, death and property damage, fire and extended coverage insurance, and boiler and machinery insurance.
- (d) Surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car pooling facilities or otherwise as required by federal, state or local governmental authorities;
- (e) All landscaping, including planting and replacement;
- (f) Repair or replacement, cleaning, sweeping, painting, striping and repaving of paving, curbs, walkways, guardrails, bumpers, fences, screens, flagpoles, bicycle racks, signs and other markers, drainage pipes, ducts, conduit and similar items, and lighting facilities;
- (g) Maintenance, repair and replacement of utility systems serving the Common Area, including, but not limited to, water, sanitary sewer and storm water lines and drainage systems, electrical, gas, telephone and lighting systems (including bulbs, poles, and fixtures) and other utility lines, pipes and conduit, including utility charges in connection with any of the foregoing systems;
- (h) Maintenance, repair, replacement and substitution of and for all portions of the buildings in the Shopping Center (excluding the Premises and premises leased to other tenants), including walls, roofs and roof flashings, canopies, skylights, signs, planters, benches, fire exits, doors and hardware, windows, glass and glazing;
- (i) Inspecting, maintenance, repair and acquisition costs (including depreciation) of any and all machinery and equipment used in the operation and maintenance of the Common Area, including personal property taxes and other charges and taxes incurred in connection with such equipment;
- (j) Removal of snow, ice, trash and debris;
- (k) Maintaining federal, state or local governmental ambient air and environmental standards;
- (l) All materials, supplies and services purchased or hired in the operation of the Common Area;
- (m) Any and all security and maintenance people, and secretaries and property managers related to the operation of the Common Area; and
- (n) Administrative cost for on-site personnel, a market overhead administrative cost, and a management fee not to exceed the then prevailing market for such fees in similar shopping centers in the Denver, Colorado metropolitan area;

The proportionate share to be paid by Tenant of the cost of operation and maintenance of the Common Area shall be computed on the ratio that the total area of the Demised Premises bears to the gross leasable retail area of buildings within the Shopping Center from time to time. Landlord shall make monthly or other periodic charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of the year on the basis of the actual cost for such year. Any such periodic charges shall be due and payable upon delivery of notice thereof. The initial Common Area Maintenance charge, subject to adjustment as provided herein, shall be that amount set out in Article I, Section 1.1(l).

ARTICLE VII: Use and Care of Premises. 7.1 The Demised Premises may be used only for the purpose or purposes specified in Article I, Section 1.1 (p) above, and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall use in the transaction of business in the Demised Premises the trade name specified in Article I, Section 1.1 (e) above and no other trade name without the prior written consent of Landlord. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased. Tenant shall operate its business with a complete line of full selection and sufficient stock of first class merchandise of current style and type, attractive displays and in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Demised Premises, and shall, except during reasonable periods for repairing, cleaning and decorating keep the Demised Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) established by Landlord from time to time as store hours for the Shopping Center, and during any other day hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or government regulation. At a minimum, tenant shall be open to the public for business six (6) days per week for fourteen (14) hours per day.

7.2 Tenant shall not, without Landlord's prior written consent, keep anything within the premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other part of the Shopping Center. Tenant shall pay as additional rental, upon demand of Landlord, any such increased premium cost due to Tenant's use or occupation of the Demised Premises. All property kept, stored or maintained within the premises by Tenant shall be at Tenant's sole risk.

7.3 Tenant shall not conduct within the Demised Premises any fire, auction or bankruptcy sales or operate within the Demised Premises a "Wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as "discount house." Tenant shall not advertise that it sells products or services at "discount," "cut-price", or "cut-rate" prices. Tenant shall not permit any objectionable or unpleasant odors to emanate from the Demised Premises, nor place or permit any radio television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building or in the Common Area, nor place an antenna, awning or other projection on the exterior of the Demised Premises; nor solicit business or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the

Shopping Center or unreasonably interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Shopping Center.

7.4 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall keep the Demised Premises and sidewalks, service ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, insects and pests at all times, and shall store all trash and garbage within the Demised Premises, arranging for the regular pickup of such trash and garbage at Tenant's expense. Tenant will store all trash and garbage within the area designated by Landlord for such trash pickup and removal and only in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord. Landlord may, at its sole option, arrange for collection of all trash and garbage and, should Landlord exercise such election, Tenant's proportionate share of the cost thereof will be part of its Common Area Maintenance Charge. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center. Landlord may, at its sole option, arrange for the exterior of Demised Premises (specifically including the sidewalks, parking, and gas island areas) to be power-washed on a periodic basis to clean gum, spilled food/drinks, and auto fluids. Tenant shall reimburse Landlord 110% of this cost of said cleaning services within 30 days, and such cost will not be included as part of the Common Area expenses to be prorated amongst other tenants.

7.5 Tenant shall be fully responsible at its sole cost and expense for compliance with all current and future state, federal and local statutes, laws and regulations regarding the repair, replacement, upgrade, maintenance and operation of the fuel dispensing equipment at the Property. Lessee shall promptly and no less than thirty (30) days after such documentation is available provide to Landlord copies of all such compliance documentation including copies of all tank and line release detection records, proof of annual tank registration fees, and operator training records. In the event that an actionable release of petroleum products is suspected, occurs, or is discovered at the Property that arises from Lessee's operation of the tanks, Lessee shall be responsible, at its sole cost and expense, for all investigations and remedial activities required by OPS to respond to such release.

7.6 Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows exterior electric signs in front of the Demised Premises lighted from dusk until 10:00 P.M. every day, including Sundays and holidays. All window displays and signs must comply with the SouthPark Owners Association guidelines.

7.7 Tenant shall include the address and identity of its business activities in the Demised Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.

7.8 Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Demised Premises and otherwise comply with all applicable laws ordinances and governmental regulations.

ARTICLE VIII. Maintenance and Repair of Premises. 8.1 Landlord shall keep the foundation, the exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting of other treatment of interior and exterior walls) and roof of the Demised Premises in good repair, except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, which repairs shall be made by Tenant. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's obligation hereunder is limited to repairs specified in this Article VIII, Section 8.1 only, and Landlord shall have no liability for any Damages or injury arising out of any condition or occurrence causing a need for such repairs.

8.2 Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings.

8.3 Tenant shall keep the Demised Premises in good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Article VIII, Section 8.1 and Article XV and shall keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant of any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as additional rental hereunder the cost of such repairs plus ten percent (10%) of the amount thereof and failure to do so shall constitute an event of default hereunder. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition reasonable wear and tear and loss by fire or other casualty excepted and shall surrender all keys for the Demised Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises.

8.4 Tenant shall, upon lease termination, deliver a Phase II Environmental Site Assessment to Landlord establishing that the property is clean of all environmental spills other than the Historic Release referenced in Article 13.

ARTICLE IX. Alterations. 9.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable

trade fixtures which may be installed without drilling, cutting or otherwise defacing the Demised Premises. All alterations, additions, improvements and fixtures (including trade fixtures) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the Demised Premises to their original condition at Tenant's expense. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises is a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant.

9.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all governmental and SPOA requirements, and the requirements of any contract or deed of trust to which the Landlord may be a party and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold it harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish bond or other security satisfactory to Landlord against any such loss, liability or damage.

9.3 Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that when completed Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefore approved by Landlord.

ARTICLE X. Landlord's Right of Access: Use of Roof. 10.1 Landlord shall at any and all times have the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers or tenants and to post notices of non-responsibility. Landlord shall also have the right to conduct such maintenance and repair of the Premises (or the Building) as Landlord may deem necessary, without abatement of rent, and for that purpose may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files. Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, 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 of Tenant from the Premises or any portion thereof.

10.2 Use of the roof above the Demised Premises is reserved to Landlord.

ARTICLE XI. Signs; Store Fronts. 11.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to or paint the store front; or (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of customary type for its display windows. All signs, decorations and advertising media shall conform in all respect to the sign criteria established by Landlord and the SPOA for the Shopping Center from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times. Landlord reserves the right to designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant. See Exhibit D for landlord's and SPOA's sign criteria.

11.2 Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this Lease all signs in accordance with Landlord's sign criteria. The Tenant, upon vacation of the Demised Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

11.3 Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

ARTICLE XII. Utilities. 12.1 Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, electricity, telephone service and sewerage service to the Demised Premises, subject to any special provisions contained in Exhibit C.

12.2 Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewage service and other utilities furnished to the Demised Premises and shall promptly pay any maintenance charges therefore. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefore by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such

service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

12.3 Landlord shall not be liable for any interruption or failure whatsoever in utility services. Landlord reserves the right to suspend any and all utilities service to the Premises when, in Landlord's reasonable discretion, such suspension is necessitated by reason of accident, repairs, inspections, alterations or improvements, until any of the same have been completed. In such event, Landlord shall not be deemed guilty of a breach of this Lease, nor shall Tenant be entitled to any abatement of its Rent obligations under this Lease on account thereof. If feasible, Landlord shall give Tenant prior notice of any interruption of utility services.

ARTICLE XIII. Indemnities, Public Liability Insurance, UST Insurance, and Fire and Extended Coverage Insurance. 13.1 **Landlord's Indemnity.** Landlord shall indemnify, defend and save harmless the Tenant from and against all third party claims, damages, judgments, losses, causes of action, liability, costs and expenses, including reasonable attorney's fees but excluding consequential damages, with respect to (i) any damage to the Common Areas of the Shopping Center, and (ii) to the extent Landlord is negligent, any bodily or personal injury, including loss of life, which occurs within the Common Areas of the Shopping Center. Tenant acknowledges that the Property is currently undergoing site assessment and remediation in response to a historic release of petroleum products at the Property (the "Historic Release") as described in the environmental reports prepared by Bureau Veritas and its predecessors, which are available for public review at the offices of the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS"). Tenant shall fully cooperate with and not interfere with any actions taken by Bureau Veritas or others to obtain a No Further Action ("NFA") letter to close out the Historic Release. Provided that Tenant is in full compliance with its obligation to cooperate and not interfere as set forth in this paragraph, (i) Tenant shall not be responsible for any investigations and/or remedial activities required by OPS at the Property to respond to the Historic Release; and (ii) Landlord shall indemnify Tenant from any claims, damages, judgments, losses, cause of action, liability, costs and expenses, including reasonable attorney's fees, with respect to the "Historic Release."

13.2 **Tenant's Indemnity.** Tenant shall indemnify, defend and save harmless the Landlord from and against all third party claims, damages, judgments, losses, cause of action, liability, costs and expenses, including reasonable attorney's fees, with respect to (i) any damage to property within the Demised Premises, (ii) any bodily or personal injury, including loss of life, which occurs within the Demised Premises, (iii) any bodily or personal injury, including loss of life, which occurs outside of the Demised Premises if the same arises out of or in connection with Tenant's use of the Demised Premises or the conduct of its business and (iv) any environmental spills occurring during the lease term including any such claims, damages, judgments, losses, cause of action, liability, costs and expenses, including reasonable attorney's fees, incurred during or after the lease term because of said Tenant's environmental spills.

13.2 **Public Liability Insurance.** Tenant covenants and agrees that from and after the Delivery of Possession Date, and during the entire Term of this Lease, Tenant, at its sole cost and expense, shall carry and maintain (i) comprehensive general liability insurance with respect to the use and occupation of its Demised Premises in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) each "occurrence" limit and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate limit (other than products completed operations; and (ii) "All Risk Coverage" insurance, with plate glass endorsement and coverage against sprinkler damage if the Demised Premises are sprinklered, vandalism and malicious mischief, for the full replacement value of Tenant's improvements and property, including, **but not limited to**, inventory, trade fixtures, equipment, decorations, furnishings and other personal property; and (iii) business interruption insurance in an amount not less than one (1) year's loss of gross profits for Tenant in the Demised Premises; and (iv) if there is a boiler or air conditioning equipment serving the Demised Premises (whether installed in, adjoining above or beneath the same) broad form boiler and machinery insurance adequate to cover the full replacement value of all improvements and betterments but in no event less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and (v) workman's compensation or similar insurance to the extent required by law. Tenant may maintain any of its required insurance under Blanket Policies of insurance covering said Demised Premises and any other premises of Tenant, or companies affiliated with Tenant, provided that the coverage afforded will not be reduced or diminished by reason of the use of such Blanket Policies of insurance and that such Blanket Policies meet the other requirements set forth in this Article. The foregoing minimum limits of insurance coverage to be maintained by Tenant shall in no way limit or diminish Tenant's liability hereunder and, upon written notice, such minimum limits may be adjusted by Landlord to the extent reasonably necessary to reflect inflationary trends and experience.

13.3 **Extended Coverage Insurance.** Each insurance policy required of Tenant hereunder shall (i) name Landlord as an additional insured; (ii) be primary and noncontributing with other insurance available for Landlord's protection; (iii) be effective for a period of not less than one (1) year and provide that at least thirty (30) days written notice be given to Landlord before the policy may be cancelled or coverage reduced or any other material change made; (iv) contain a provision that, although Landlord is named as an insured, Landlord shall nevertheless be entitled to recover under such policies for any loss, injury or damages to Landlord, its agents and employees, or the property of Landlord, as a result of the negligence of Tenant, its agents and employees; (v) contain an express waiver of any right of subrogation against Landlord; and (vi) be occurrence form and issued by a company rated at least "A, VI" by Best's Property and Casualty Insurance Reports. An executed copy or certificate of each policy shall be delivered to Landlord on or before the Delivery of Possession Date, and any renewal policy or new policy to take the place of each policy expiring shall be delivered to Landlord at least thirty (30) days prior to the expiration of each existing policy. Tenant shall timely pay all premiums and charges and shall promptly furnish Landlord, on request, with satisfactory evidence of timely payment. If Tenant fails to maintain any required insurance, Landlord may obtain and pay for such insurance, the cost of which will be repaid by Tenant to Landlord on demand.

13.4 **UST Insurance.** In addition, Tenant shall, at Tenant's sole cost and expense, maintain Underground Storage Tank Liability Insurance ("UST Insurance") with limits no less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) general aggregate or with limits as required by law with

providers satisfactory to Landlord, with full policy limits applying, but not less than as required herein, for a period that commences on the lease commencement and ends upon termination of the lease. The UST Insurance will provide, at a minimum, on and off site clean up/remediation, on and off site third party bodily injury and property damage, and legal defense. The UST Insurance shall: (1) be primary insurance underlying any other insurance available to Landlord and/or Affiliated Parties; and (2) endeavor to give Landlord thirty (30) calendar days written notice of cancellation or material change. Any deductible or retention of insurable risks shall be for Tenant's account. Each certificate evidencing the UST Insurance shall name Landlord as an additional insured without regard to the allocation of liability provisions contained in this Agreement, to the extent of any claim, loss, or liability within the scope of the UST Insurance, and Tenant shall secure an additional insured endorsement equivalent to ISO Form CG 20 26 11 85. Tenant shall provide a certificate of insurance and additional insured endorsement to Landlord evidencing the UST Insurance is in effect prior to the lease commencement, and whenever requested by Landlord thereafter.

Tenant hereby agrees to give Landlord written notice of any of the following: (1) notice of cancellation of the UST Insurance at least fourteen (14) calendar days before the UST Insurance is to be cancelled, (2) notice of any material change to the UST Insurance at least fourteen (14) calendar days before such a change is made, and (3) Tenant's election to either cancel or not renew the Policy at least fourteen (14) calendar days before the UST Insurance lapses. If at any time after the lease commencement Tenant fails to maintain the UST Insurance, Landlord is entitled to pursue any or all of the following remedies: (a) cure Tenant's default under this Article, after which Tenant shall immediately reimburse Landlord and/or Affiliated Parties, for all costs and expenses (including, but not limited to, insurance premiums and attorneys' fees); (b) access the Premises and temporarily close or, at Landlord's election, remove the UST System, after which Tenant shall immediately reimburse Landlord for all costs and expenses incurred by Landlord (including, but not limited to, attorneys' fees); (c) seek specific performance from Tenant with respect to Tenant's default under this Article and immediately reimburse Landlord for all costs and expenses (including, but not limited to, attorneys' fees); and (d) pursue Tenant for all remedies available at law or in equity for costs, expenses, losses, and damages incurred by Landlord and/or Affiliated Parties, with respect to Tenant's default under this Article (including, but not limited to, attorneys' fees). Tenant hereby agrees to use its best efforts to cooperate with Landlord with respect to any remedy Landlord pursues under this Article. Without limiting the generality of the foregoing, Tenant's cooperation shall include, but not be limited to, granting Landlord access to the Premises to temporarily close and/or remove the UST System. The parties agree that no provisions of this Agreement void, alter or limit Landlord's rights to pursue the aforementioned remedies.

13.5 Tenant agrees to pay its proportionate share of Landlord's cost of carrying fire and extended coverage insurance ("Insurance") on the Shopping Center. During each month of the term of this lease, Tenant shall make a monthly escrow deposit with Landlord equal to 1/12 of its proportionate share of the Insurance on the Shopping Center which will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by him with Landlord under this Article XIII, Section 13.4 to pay cost of such Insurance. Each Insurance Escrow Payment shall be due and payable at the same time and manner of the payment of Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Insurance Escrow Payment will be that amount set out in Article I Section 1.1 (m) above. The initial monthly Insurance Escrow Payment is based upon Tenant's proportionate share of the estimated insurance on the Shopping Center for the year in question, and the monthly insurance Escrow Payment is subject to increase or decrease as determined by Landlord to reflect an accurate monthly escrow of Tenant's estimated proportionate share of the Insurance. The insurance Escrow Payment account of Tenant shall be reconciled annually if the Tenant's total Insurance Escrow Payments are less than Tenant's actual pro rata share of the Insurance on the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total Insurance Escrow Payments of Tenant are more than Tenant's actual pro rata share of the taxes on the Shopping Center, Landlord shall retain such excess and credit it to Tenant's Insurance Escrow Payment account. Tenant's proportionate share of the cost of Insurance on the Shopping Center shall be computed by multiplying the cost of Insurance by a fraction, the numerator of which shall be the number of square feet of floor space in the Demised Premises and the denominator of which shall be the number of square feet of all stores in the Shopping Center.

ARTICLE XIV. Non-Liability for Certain Damages. 14.1 Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person or entity whomsoever for any injury to person or damage to property caused by the Demised Premises or other portions of the Shopping Center becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, nor shall Landlord be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord. With respect to latent or patent defects in the Demised Premises or in the building of which they form a part, Landlord's liability shall not extend beyond one year from the date of substantial completion of the construction of the Demised Premises, whether or not such defects are discovered within such one-year period. Tenant shall indemnify and hold Landlord harmless from any loss, cost, expense or claims arising out of such injury or damage referred to in this Article XIV, Section 14.1.

ARTICLE XV. Damage by Casualty. 15.1 Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

15.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. If the building in which the Demised Premises are located shall (i) be destroyed or substantially damaged by a casualty not covered by Landlord's insurance; or (ii) be destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the first floor area by a casualty covered by Landlord's insurance; or (iii) be damaged to such extent that the remaining term of this lease is not sufficient to amortize the cost of reconstruction, then Landlord may elect either to terminate this lease as hereinafter provided or to proceed to rebuild and repair the Demised Premises. Should Landlord elect to terminate this lease it shall give

written notice of such election to Tenant within ninety (90) days after the occurrence of such casualty. If Landlord should not elect to terminate this lease, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises.

15.3 Landlord's obligation to rebuild and repair under this Article XV shall in any event be limited to restoring Landlord's Work as described in Exhibit C to substantially the condition in which the same existed prior to the casualty, and shall be further limited to the extent of the insurance proceeds available to Landlord for such restoration, and Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its sign, fixtures, equipment and the other items of Tenant's Work as described in Exhibit C.

15.4 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Guaranteed Rental shall be reduced to such extent as may be fair and reasonable under the circumstances, however, there shall be no abatement of the percentage rental and other charges provided for herein.

ARTICLE XVI. Eminent Domain. 16.1 If more than twenty percent (20%) of the floor area of the Demised Premise should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

16.2 If less than twenty percent (20%) of the floor area of the Demised Premises should be taken as aforesaid, this lease shall not terminate; however, the Minimum Guaranteed Rental payable hereunder during the unexpired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Percentage Rental shall be adjusted to reflect such change in the Minimum Guaranteed Rental. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work as described in Exhibit C necessary to make the Demised Premises an architectural whole.

16.3 If any part of the Common Area shall be taken as aforesaid, this lease shall not terminate, nor shall the rental payable hereunder be reduced, except that either Landlord or Tenant may terminate this lease if the area of the Common Area remaining following such taking plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area immediately prior to the taking. Any election to terminate this lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date physical possession is taken by the condemning authority.

16.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property if a separate award for such items is made to Tenant.

ARTICLE XVII. Assignment and Subletting. 17.1 Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Demised Premises without the prior written consent of Landlord. For purposes of Landlord's consent to a proposed sublease or assignment, it shall be considered reasonable for Landlord to consider (i) the relative financial strength, business reputation and operational/management experience of Tenant and the proposed subtenant or assignee, and (ii) whether the use of the Premises after such sublease or assignment would affect the tenant mix in the Shopping Center, create any nuisance or violate any federal, state or local laws or any lease or agreement affecting the Shopping Center or involve Hazardous Material. In no event shall Landlord be required to consent to any sublease to any current or prospective tenant of the Shopping Center, or to any sublease in which the rent equals or exceeds fair market rent for similar space in the Shopping Center. If Landlord consents to a proposed assignment or sublease, the form of such assignment or sublease shall be satisfactory to Landlord and shall (i) incorporate this Lease in its entirety and be subject to its terms, (ii) provide that Tenant shall remain liable under this Lease, (iii) provide that subtenant will comply with all terms and conditions of this lease, (iv) provide for assumption by an assignee of all the terms, covenants and conditions which this Lease requires Tenant to perform, and (v) include a requirement that any subtenant attorn to the Landlord. Landlord's consent will not be effective unless and until Tenant delivers to Landlord an original, duly executed assignment or sublease, as the case may be, in a form satisfactory to Landlord, as set forth herein.

Any transfer for which consent is required of any party having a mortgage, deed, or trust or other encumbrance or of any lessor under any ground or underlying lease of all or any part of the Property shall not be effective until such consent is given.

If Tenant is a corporation, the sale or transfer of more than Fifty percent (50%) of the Tenant's stock shall constitute an assignment for purposes of this lease. Tenant shall pay to Landlord an up front fee of \$500.00 to compensate Landlord for the time and expense of reviewing any request and documentation regarding assignment or subletting. This administrative fee shall be in addition to any other monetary or non-monetary terms associated with the assignment or subletting. Consent by Landlord to one or more assignment or subtenants shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Notwithstanding any assignment or

subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rental herein specified and for compliance with all of its other obligations under this lease.

17.2 In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person expressly assuming Landlord's obligations under this lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

17.3 Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the Demised Premises.

ARTICLE XVIII. Property Taxes. 18.1 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

18.2 Tenant agrees to pay its proportionate share of all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Shopping Center. During each month of the term of this lease, Tenant shall make a monthly escrow deposit with Landlord equal to 1/12 of its proportionate share of the Taxes on the Shopping Center, which will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by him with Landlord under this Article XVIII, Section 18.2 to pay the Taxes levied or assessed against the Shopping Center. Each Tax Escrow Payment shall be due and payable at the same time and in the same manner as the time and manner of the payment of Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Tax Escrow Payment will be that amount set out in Article I, Section 1.1 (n) above. The initial monthly Tax Escrow Payment is based upon Tenant's proportionate share of the estimated taxes on the Shopping Center for the year in question, and the monthly Tax Escrow Payment is subject to increase or decrease as determined by Landlord to reflect an accurate escrow of Tenant's estimated proportionate share of the Taxes. The Tax Escrow Payment account of Tenant shall be reconciled annually. If the Tenant's total Tax Escrow Payments are less than Tenant's actual pro rata share of the Taxes on the Shopping Center, Tenant shall pay to Landlord upon demand the difference; if the total Tax Escrow payments of Tenant are more than Tenant's actual pro rata share of the Taxes on the Shopping Center, Landlord shall retain such excess and credit it to Tenant's Tax Escrow Payment account. Tenant's proportionate share of the Taxes on the Shopping Center shall be computed by multiplying the Taxes by a fraction, the numerator of which shall be the number of square feet of floor space in the Demised Premises and the denominator of which shall be the number of square feet of all stores in the Shopping Center.

18.3 If Tenant should fail to pay any taxes, assessments, or governmental charges required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such taxes, assessments, and governmental charges. Any sums so paid by Landlord shall be deemed to be so much additional rental owing by Tenant to Landlord and due and payable upon demand as additional rental plus interest at the rate of ten percent (10%) per annum from the date of payment by Landlord until repaid by Tenant.

18.4 (a) If at any time during the term of this lease, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such tenants or the present or any future building or buildings on the Shopping Center, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

(b) Tenant may, alone or along, with any other tenants of said building, at its or their sole cost and expense, in its or their own names and/or in the name of Landlord, dispute and contest the "Taxes" by appropriate proceedings diligently conducted in good faith, but only after Tenant and all other tenants, if any, joining with Tenant in such contest have deposited with Landlord the amount so contested and unpaid, or their proportionate shares thereof as the case may be, which shall be held by Landlord without obligation for interest until the termination of the proceedings, at which time the amount(s) deposited shall be applied by Landlord toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Tenant's share of any excess shall be returned to Tenant. Tenant further agrees to pay to Landlord upon demand Tenant's share (as among all tenants who participated in the contest) of all court costs, interest, penalties and other liabilities relating to such proceedings. Tenant hereby indemnifies and agrees to hold harmless the Landlord from and against any cost, damage or expense (including attorneys' fees) in connection with any such proceedings.

(c) Any payment to be made pursuant to this Article XVIII with respect to the real estate tax year in which this lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this lease bears to a full tax year.

ARTICLE XIX. Default by Tenant and Remedies. 19.1 The following events shall be deemed to be events of default by Tenant under this lease:

(1) Tenant shall fail to pay any installment of rental or any other expense demanded by Landlord as herein provided and such failure shall continue for a period of ten days.

(2) Tenant shall fail to comply with any term, provision or covenant of this lease, other than the payment of rental or expenses demanded by Landlord and shall not cure such failure within ten (10) days after written notice thereof to Tenant.

(3) Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4) Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease.

(5) A receiver or Trustee shall be appointed for all Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease.

(6) Tenant shall desert or vacate any substantial portion of the Demised Premises.

(7) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises.

(8) The Business operated by Tenant shall be closed for failure to pay any State sales tax as required or for any other reason.

(9) It shall be an immediate default under this Lease if Tenant fails to surrender the Premises to Landlord upon the expiration or sooner termination of the Lease, or if any failure of Tenant to comply with any provision of this Lease jeopardizes any insurance coverage or causes or results in a dangerous condition on the Premises or the remainder of the Property, and such failure to comply is not cured as soon as reasonably possible after notice thereof by Landlord to Tenant. In no event shall financial inability be considered a reasonable ground for failure of Tenant to cure any breach of, or failure to comply with, the provisions of this Lease.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this lease in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which he may have for possession or arrearages in rental, enter upon and take possession of the Demised premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

B. Enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor with or without having terminated the lease.

C. Enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

D. Alter all locks and other security devices at the Demised Premises without terminating this lease.

19.2 Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Demised Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Demised Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Demised Premises. All claims for damages by reason of such reentry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any reentry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

19.3 In the event Landlord elects to terminate the lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the difference between (1) the total rental (minimum guaranteed and percentage, computed as stated below) plus Tenant's Common Area Maintenance Charge, Insurance Escrow Payment and Tax Escrow Payment hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Article I), and (2) any mitigation of damages as a result of Landlord re-renting Tenant's space.

19.4 In the event that Landlord elects to repossess the Demised Premises without terminating the lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Article I diminished by any net sums thereafter received by Landlord through reletting the Demised Premises during said period (after deducting expenses incurred by Landlord as provided in Article XIX, Section 19.5 hereof). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Article XIX, Section 19.5 may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

19.5 In case of any event of default or breach by Tenant, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Demised Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants, and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease, and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including reasonable attorneys' fees which shall be not less than ten percent (10%) of all sums then owing by Tenant to Landlord.

19.6 In the event of termination or repossession of the Demised Premises for an event of default, Landlord shall not have any obligation to relet or attempt to relet the premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting, Landlord may relet the whole or any portion of the Demised Premises for any period, to any tenant, and for any use and purpose.

19.7 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Demised Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

19.8 Upon receipt from Tenant of the sum stated in Article I, Section 1.1 (o) above, such sum shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Said deposit shall be held by Landlord without payment of interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this lease any of the rental herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid then Landlord may, at the option of the Landlord (but Landlord shall not be required to) appropriate and apply any portion of said deposit to the payment of any such overdue rental or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the security deposit, or any portion thereof be appropriated and applied by Landlord for the payment of overdue rental or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the security deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default under this lease. Should Tenant comply with all of the terms, covenants and conditions of this lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord hereunder, the security deposit shall be returned in full to Tenant at the end of the term of this lease, or upon the earlier termination of this lease.

19.9 In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of the Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter.

The term "Landlord" shall mean only the owner, for the time being of the Shopping Center, and in the event of transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and

discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord in any term or provision of this lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the land and improvements which constitute the Shopping Center; however, in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any Party Landlord.

19.11 In the event that Landlord shall have taken possession of the Demised Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment of the Demised Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon, Landlord shall also have the right to remove from the Demised Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within the County in which the Demised Premises is located: and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage and shall indemnify and hold Landlord harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act: and Tenant agrees to indemnify and hold Landlord harmless from all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other Property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

ARTICLE XX. Landlord's Lien. 20.1 TO SECURE THE PAYMENT OF ALL RENTAL AND OTHER SUMS OF MONEY DUE AND TO BECOME DUE HEREUNDER AND THE FAITHFUL PERFORMANCE OF THIS LEASE BY TENANT, TENANT HEREBY GIVES TO LANDLORD AN EXPRESS FIRST AND PRIOR CONTRACT LIEN AND SECURITY INTEREST ON ALL PROPERTY (INCLUDING FIXTURES, EQUIPMENT, CHATTELS, INVENTORY, GOODS AND MERCHANDISE) WHICH MAY BE PLACED IN THE DEMISED PREMISES, AND ALSO UPON ALL PROCEEDS OF ANY OF THE FOREGOING AND OF ANY INSURANCE WHICH MAY ACCRUE TO TENANT BY REASON OF DESTRUCTION OF OR DAMAGE TO ANY SUCH PROPERTY. SUCH PROPERTY SHALL NOT BE REMOVED THEREFROM EXCEPT IN THE ORDINARY COURSE OF BUSINESS WITHOUT THE WRITTEN CONSENT OF LANDLORD UNTIL ALL ARREARAGES IN RENTAL AND OTHER SUMS OF MONEY THEN DUE TO LANDLORD HEREUNDER SHALL FIRST HAVE BEEN PAID, ALL EXEMPTION LAWS ARE HEREBY WAIVED IN FAVOR OF SAID LIEN AND SECURITY INTEREST. THIS LIEN AND SECURITY INTEREST IS GIVEN IN ADDITION TO THE LANDLORD'S STATUTORY LIEN AND SHALL BE CUMULATIVE THERETO, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT. THIS LIEN MAY BE FORECLOSED WITH OR WITHOUT COURT PROCEEDINGS BY PUBLIC OR PRIVATE SALE, PROVIDED LANDLORD GIVES TENANT AT LEAST FIFTEEN (15) DAYS NOTICE OF THE TIME AND PLACE OF SAID SALE, AND LANDLORD SHALL HAVE THE RIGHT TO BECOME THE PURCHASER, UPON BEING THE HIGHEST BIDDER AT SUCH SALE. CONTEMPORANEOUS WITH THE EXECUTION OF THIS LEASE (AND IF REQUESTED HEREAFTER BY LANDLORD), TENANT SHALL EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENTS IN SUFFICIENT FORM SO THAT WHEN PROPERLY FILED, THE SECURITY INTEREST HEREBY GIVEN SHALL THEREUPON BE PERFECTED. IF REQUESTED HEREAFTER BY LANDLORD, TENANT SHALL ALSO EXECUTE AND DELIVER TO LANDLORD UNIFORM COMMERCIAL CODE FINANCING STATEMENT CHANGE INSTRUMENTS IN SUFFICIENT FORM TO REFLECT ANY PROPER AMENDMENT OF MODIFICATION IN OR EXTENSION OF THE AFORESAID CONTRACT LIEN AND SECURITY INTEREST HEREBY GRANTED. LANDLORD SHALL, IN ADDITION TO ALL OF ITS RIGHTS HEREUNDER, ALSO HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH THE DEMISED PREMISES IS LOCATED.

ARTICLE XXI. Holding Over. 21.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at a rental equal to the rental herein provided plus twenty-five percent (25%) of such amount and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month to month tenancy.

ARTICLE XXII. Subordination. 22.1 Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Demised Premises or the Shopping Center, and to any renewals and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Shopping Center, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request.

ARTICLE XXIII, Merchants' Association. 23.1 In the event that Landlord shall organize a merchants' association composed of tenants in the Shopping Center, Tenant agrees that it will join, actively participate, and maintain current membership in such association, will pay such dues and assessments as may be fixed and determined from time to time by the association and will comply with such group advertising, reasonable bylaws, rules and regulations as may be adopted from time to time by the association.

ARTICLE XXIV. Notices. 24.1 Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, addressed to the parties hereto at the respective addresses set out in Article I. Section 1.1 above, or at such other addresses as they may have hereafter specified by written notice.

24.2 If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "Landlord" and "Tenant" respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

ARTICLE XXV. Late Charges. 25.1 Tenant hereby acknowledges that late payment by Tenant to Landlord of Minimum Rent and scheduled Additional Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent Due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) per month on the outstanding balance or \$500, whatever is greater, plus any attorney fees incurred by Landlord by reason of Tenant's failure to pay Rent when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment of Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE XXVI. Direction of Tenant's Energies. 26.1 Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rentals) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this lease with Tenant) will be substantially reduced if during the term of this lease, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that during the term of this lease neither Tenant nor any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning more than ten percent (10%) of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) shall directly or indirectly operate, manage, conduct, or have any interest in any commercial establishment within three miles of the Shopping Center, except that any such commercial establishment existing at the date of this lease may continue to be operated, managed, conducted and owned in the same manner as on the date of this lease, provided there is no change in the size or trade name of such commercial establishment.

ARTICLE XXVII. Miscellaneous. 27.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.2 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

27.3 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

27.4 Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, government laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord. At any time when there is outstanding a mortgage, deed of trust or similar security instrument covering Landlord's interest in the Demised Premises, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or similar security instrument shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.

27.5 Landlord agrees that if Tenant shall perform all of the covenants and agreements, herein required to be performed by Tenant, Tenant shall, subject to the terms of this lease, at all times during the continuance of this lease have the peaceable and quiet enjoyment and possession of the Demised Premises.

27.6 This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

27.7 Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this lease other than Allen Zarrin of Keller Williams and Landlord's broker. In the event any agent or broker other than Allen Zarrin or Landlord's broker shall make a claim for a commission or fee, Tenant shall be responsible for payment thereof and hereby indemnifies and holds Landlord harmless from such claim for commission or fees.

27.8 Tenant agrees that it will from time to time, upon request by Landlord, execute and deliver to Landlord within five (5) days after demand therefor an Estoppel Certificate in Landlord's form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified).

27.9 The laws of the State in which the Demised Premises is located shall govern the interpretation, validity, performance and enforcement of this lease, if any provision of this lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

27.10 The terms, provisions and covenants contained in this lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

27.11 In order to induce Landlord to execute this lease, Tenant agrees that Landlord may, at its option, at the time of the execution of this lease or at any time during the term hereof, require a guaranty of the obligations of the Tenant hereunder by a person, firm or corporation other than Tenant, acceptable to Landlord which guaranty shall be in a form satisfactory to Landlord.

27.12 Landlord may deliver the security deposit hereunder by Tenant to a purchaser of Landlord's interest in the Demised Premises in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

27.13 Maintenance of the air conditioning and heating equipment provided Tenant shall be Tenant's sole responsibility throughout the entire term of this lease. Landlord will insure heating and air conditioning are operational upon occupancy, Tenant will also carry insurance covering equipment and will provide proof of insurance satisfactory to Landlord on said equipment upon occupancy.

27.14 THIS LEASE AGREEMENT SHALL NOT BE BINDING ON ANY PARTY TO IT UNLESS AND UNTIL EXECUTED BY ALL PARTIES TO IT. SEE PARAGRAPH 28.7 OF ADDENDUM.

27.15 Tenant shall not object to any application of any tenant (or their successors and assigns) to sell malt, vinous or spirituous liquors from its premises in the Shopping Center.

27.16 Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

27.17 Any provisions of this Lease that shall prove to be invalid, void, or illegal shall in no way effect, impair or invalidate any other provision hereof, and all such other provisions shall remain in full force and effect.

27.18 No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

27.19 In the event any action or proceeding is brought by either party against the other under this Lease, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, such amount as the court may adjudge reasonable as attorney fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, tenant agrees to pay all attorney fees and court costs reasonably incurred.

27.20 In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the premises, shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

27.21 If Tenant is a corporation, partnership, trust or limited liability company, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws, partnership agreement or operating agreement (as the case may be) of Tenant, and that this Lease is binding upon Tenant.

ARTICLE XXVIII. Tenant's Estoppel Statement. 28.1 In order to receive the construction allowance set forth in Exhibit "C" of this lease, Tenant agrees to execute, acknowledge and deliver to Landlord upon completion of Landlord and Tenant's Construction Work, a writing ratifying this Lease Agreement and certifying: (a) that Tenant has entered into occupancy of the Premises and the date of such entry if such is the case; (b) that this Lease Agreement is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease Agreement represents the entire agreement between Landlord and Tenant as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease Agreement to be performed by Landlord have been satisfied and all required contributions by Landlord to Tenant on account of Tenant's improvements have been received (and if not, what conditions remain unperformed); (f) that to the knowledge of the signer of such writing no default exists in the performance or observance of any covenant or condition in the Lease Agreement and there are no defenses or offsets against the enforcement of this Lease Agreement by Landlord (or specifying such default, defense or offset of which the signer may have knowledge); (g) that, except as provided in Article I (o), no rental has been paid in advance and no security has been deposited with Landlord; and (h) the date to which rental has been paid under this Lease Agreement.

DATED this 4 day of January, 200¹⁰9.

LANDLORD:

BLF Real Estate, LLC, a Colorado limited liability company

By: [Signature]

TENANT:

Shamsi Barzideh and Kamran Aghajani, as Individuals

By: Shamsi Barzideh

By: Kamran Aghajani

ADDENDUM TO LEASE AGREEMENT

This Addendum by and between BLF Real Estate, LLC ("Landlord"), and Shamsi Barzideh and Kamran Aghajani, as Individuals ("Tenant"), shall amend that certain Lease Agreement dated January 4, 2008 by and between Landlord and Tenant relating to certain real property in Arapahoe County, Colorado as follows:

28.2 Legal description: a 2,520 square foot building known as 1601 West Canal Circle, Littleton, CO 80120 (and outlined in red on attached Exhibit "A"), and situated on a tract of land described on Exhibit "B."

28.3 Tenant shall enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing all heating and air conditioning systems and equipment within the premises. The maintenance contractor must be approved by Landlord. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective within thirty (30) days of the date Tenant takes possession of the leased premises. A copy of said contract to be delivered to Landlord also within said thirty (30) day period. All guarantees/warranties provided with the heating and air conditioning systems will be recognized within this program.

28.4 The Minimum Guaranteed Rental as set forth in Article I, Paragraph 1.1(j) shall be adjusted as follows in the initial and option Lease terms pursuant to this Lease Agreement:

<u>Months</u>	<u>Minimum Rent/SF</u>	<u>Monthly Rent</u>
1	Base Rent is abated, Tenant shall pay CAM	
2 – 12	\$14.50	\$3,045.00
13-24	\$15.00	\$3,150.00
25-36	\$15.50	\$3,255.00
37-48	\$16.00	\$3,360.00
49-60	\$16.50	\$3,465.00

*1 five (5) year option at Fair Market Value

*Rent is only applicable if option is exercised as outlined in Paragraph 28.5 of this Addendum.

28.5 Option: Landlord hereby grants to Tenant, providing Tenant has never been in default of the terms and conditions of this Lease Agreement, the right and option to renew and extend the term of this Lease Agreement for one (1) additional five (5) year period. In the event Tenant elects to exercise the option described herein, Tenant must notify Landlord, in writing, of its intent to exercise this option, execute and deliver said option to Landlord, not less than one hundred eighty (180) days or more than two hundred ten (210) days prior to the commencement of said option term.

28.6 Hazardous Waste: The term "Hazardous Substances," as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the premises that will produce, require storage of, or utilizes, any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities, and which are conducted in accordance with all environmental laws and for the Permitted Materials, if any, described above, and if Hazardous Substances shall be brought or have been approved in advance by Landlord, (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; (ii) the premises will not be used in any manner for the storage of any Hazardous Substances except for temporary storage of materials used in connection with Permitted Activities, (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and have been approved in advance in writing by Landlord; (iii) no portion of the premises will be used as a landfill or a dump; (iv) Landlord acknowledges there are two underground gas tanks and remote access fill ports to be used by Tenant, but Tenant will not install any other underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought onto the premises, except found located on the premises, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures pursuant to all Environmental Laws diligently undertaken by Tenant. If, at any time during or after the term of the lease, the property is found to be contaminated by any Hazardous Substance related to Tenant's operations, Tenant agrees to indemnify and hold Landlord harmless from all claims demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this lease by and between Tenant and Landlord.

28.7 When Lease becomes Binding: The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

28.8 Vehicle Access. Landlord is currently working with the City of Littleton and the SouthPark Owners Association to allow for new access to the property from eastbound Mineral Avenue. Landlord estimates its cost for such access shall not exceed \$25,000. The timing and final cost of such access has not been determined, as such, the feasibility is unknown.

EXECUTED this 4 day of January, 2009¹⁰.

LANDLORD:

BLF Real Estate, LLC, a Colorado limited liability company

WITNESS:

By

Fred Jampala

Title:

Manager

TENANT:

Shamsi Barzideh and Kamran Aghajani, as Individuals

By

Shamsi Barzideh

Title:

By

Kamran Aghajani

Title

ATTEST:

By

Title

(Corporate Seal)

This is the signature page of the Addendum to Lease Agreement by and between, BLF Real Estate, LLC, a Colorado limited liability company Landlord, and Shamsi Barzideh and Kamran Aghajani, as Individuals, Tenant.

EXHIBIT A
SITE PLAN AND PREMISES

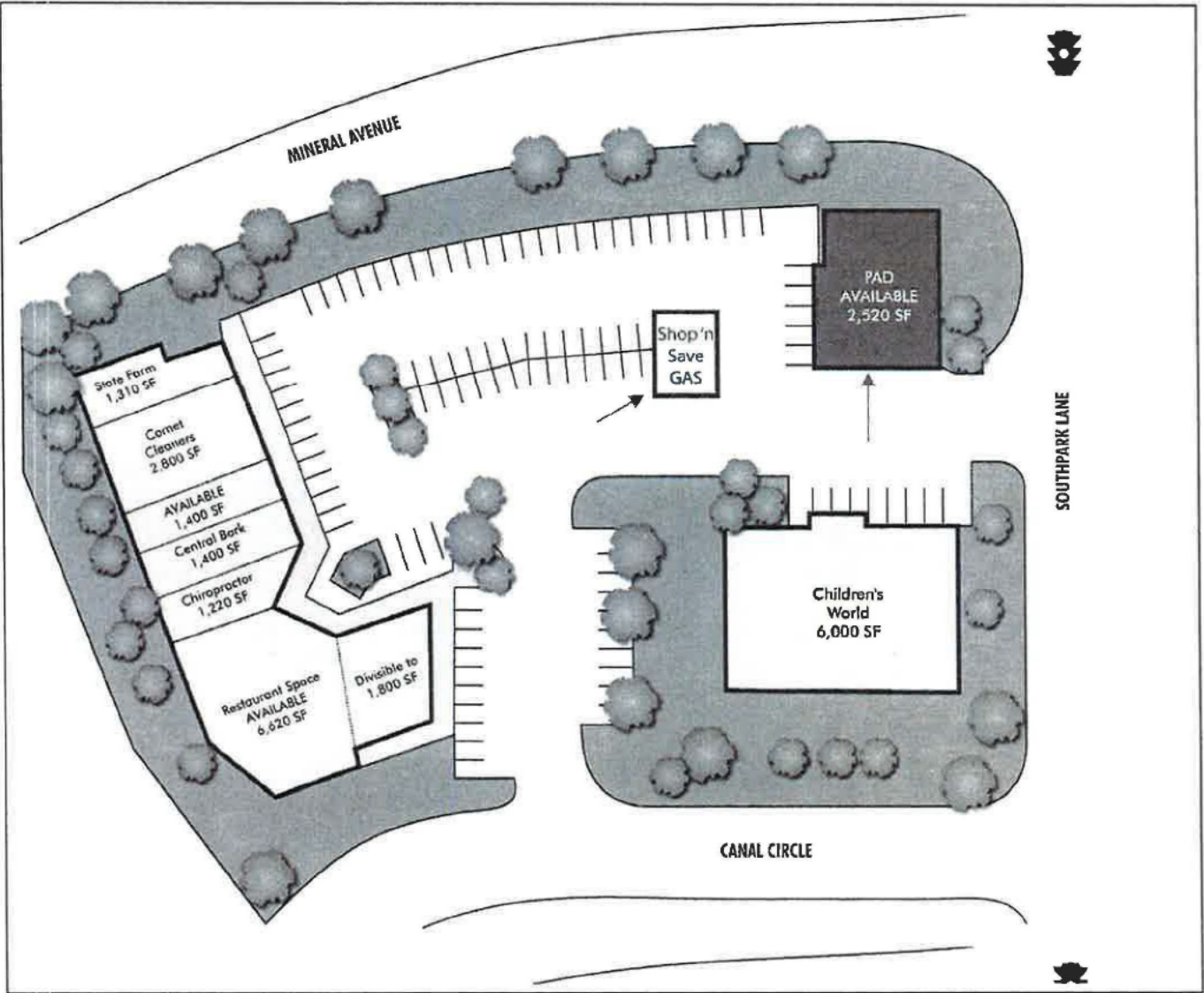


EXHIBIT B
SHOPPING CENTER LEGAL

PART OF LOT 1 DESC AS BEG 18 FT S & 134.5 FT W OF NE COR SW 1/4 TH SE
73.93 FT TH S 192.21 FT TH ALG CURVE TO RT 50.24 FT TH W 177.84 FT TH
ALG CURVE TO LEFT 108.1 FT TH NW 54.57 FT 36.44 FT & 176.05 FT TO N LINE
LOT 1 TH NE ALG SD LINE TO BEG SOUTHPARK 2ND FLG EX M/R

EXHIBIT C
DESCRIPTION OF WORK

The Premises will be delivered to Tenant in its "as-is" condition except as follows.

1. Landlord shall ensure the HVAC, electrical and plumbing systems are in good operating condition and repair at the time of delivery.
2. All cooler equipment currently within the Premises shall be delivered to Tenant in good working condition and shall remain property of Landlord.
3. Landlord has contracted to have installed a Veederroot tank monitoring system and a new Ruby POS system. Landlord has also had the underground tanks pumped and cleaned of any old fuel and sludge, and is also installing an exterior emergency shut-off for the gas dispensers. Landlord's estimated cost for such improvements will be approximately \$20,000. Tenant will be solely responsible for maintaining or replacing any equipment or fixtures relating to the gas dispensers/gas island/canopy during the term of the lease. Tenant will be responsible for any software or hardware costs to comply with fuel supplier, credit card vendor, or governmental requirements. Tenant shall reimburse Landlord for any fuel added to the tanks as needed to test the equipment.

EXHIBIT D
SouthPark Owners Association (SPOA) SIGN CRITERIA
****SEE ALSO ATTACHED SOUTHPARK GUIDELINES****

This criterion is established on the proven principle that the success of the center as a whole better ensures the individual merchant his own success. Adherence to this criterion will help establish an appearance of orderliness and neatness associated with any successful business. Architectural coordination of signs also adds a feeling of professionalism to the entire center for the benefit of all concerned. Conformance with this criterion will be strictly enforced, and any installed non-conforming or unapproved signs must be brought into conformity at the expense of Tenant as per this Lease Agreement.

I. GENERAL REQUIREMENTS:

1. Tenant shall submit to the Landlord for approval three (3) signed and dated copies of a detailed shop drawing of all proposed signage and/or graphics prior to fabrication. The drawing shall indicate location, size, style of lettering, material, installation details, color, logo design, and layout design. Drawings shall include an elevation specifying location of Tenant's signage on sign band area. The drawings must also make clear that Tenant understands and will adhere to the fabrication procedures outlined below.
2. All permits for signs and their installation shall be obtained by the Tenant or his representative and comply with all government ordinances. All signs and their installation shall comply with all local building zoning and electrical codes. **NOTHING IN THE CRITERIA SHALL IMPLY A WAIVER OF REQUIREMENTS BY ANY GOVERNMENTAL AUTHORITIES.**
3. Tenant shall be responsible at Tenant's expense for the fulfillment of all requirements and specifications as prescribed by Landlord and/or any necessary governmental authority.
4. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Landlord will supply electrical junction box and time clock for Tenant's sign hook up.
5. All tenants are obligated to have a sign and all signs shall be reviewed for conformance with this criteria and overall design quality. Notwithstanding compliance with all terms of this criteria, approval and disapproval of sign submittals shall remain the sole right of Landlord as per this Lease Agreement. Landlord assumes no liability as the result of approval or disapproval of Tenant's sign.
6. A qualified Graphics Artist should be consulted to ensure readability and compatibility with the overall project. Wording on the sign shall not include the product or service sold, except as a part of Tenant's trade name or insignia. Logos are permitted.

II. GENERAL SPECIFICATIONS:

1. All signs shall be internally illuminated individual letter type.
2. **ALL TRANSFORMERS DRIVING THE INTERNAL TUBING MUST BE REMOTE. NO EXPOSED RACEWAYS, CROSSOVERS, BALLASTS OR CONDUIT WILL BE PERMITTED.**
3. Tenant shall be responsible for the installation and maintenance of all signs.
4. All signs are to be installed under the direction of Landlord or Landlord's representative.
5. Tenant's sign contractor shall repair any damaged caused by said contractor's work, or by its agents or employees at Tenant's expense.
6. Tenant shall be liable for the operations of Tenant's sign contractor.
7. No signs perpendicular to the face of the building or storefront will be permitted. No cabinet signs will be allowed.

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

1. All signs shall be limited to individual Pan Channel letters 5" deep fabricated out of 24 ga. Paintlok sheet metal.
2. All signs are to be centered, vertically in the sign area and horizontally on Tenant's store front, except where approved or specified by Landlord.
3. The length of the Tenant's fascia sign shall not exceed 2/3rds (66 2/3%) of Tenant's store front length.
4. Maximum letter height will be as follows: 36" maximum height for each letter; 8" minimum. Stacking of copy may be allowed, however, the overall height of any display

shall be 40" (from maximum point of ascending letter to maximum point of descending letter). Landlord reserves the right to grant exceptions to maximum letter restrictions on an individual basis. TENANT UNDERSTANDS AND AGREES THAT THIS CRITERION SETS FORTH STANDARDS ESTABLISHED BY LANDLORD. LANDLORD AND LANDLORD'S AGENTS AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT SIGNS WHICH CONFORM WITH THIS SIGN CRITERION OR WHICH ARE APPROVED BY LANDLORD WILL CONFORM WITH GOVERNMENTAL REGULATIONS AND CODES OR WILL RECEIVE NECESSARY GOVERNMENTAL APPROVALS. IT SHALL BE TENANT'S SOLE RESPONSIBILITY TO OBTAIN ALL NECESSARY GOVERNMENTAL APPROVALS.

5. Each Tenant is permitted two (2) signs provided Tenant has two frontages and two signs are permitted by governing municipal sign codes.
6. The color of the letter return must be Benjamin Moore Bronzestone #163-60.
7. All letters shall have a 1" bronze jewelite trim.
8. Letter style and color of copy shall be Tenant's choice subject to Landlord's approval. Face of letter shall be plexiglass and not painted.
9. All signs must have 60 M.A. transformers on all Mercury Argon gas tubing. 30 M.A. transformers may be used on red neon tubing.
5. Tenant should be aware that for proper sign illumination a correct relationship of amount of luminous tube per width of stroke of letter is required. The type of letter style and color of the plexiglas face will vary this relationship, but as a general guide the following should be adhered to:

Minimum lighting requirements:

Up to 4" stroke	-	1 tube
Up to 6" stroke	-	2 tubes
Up to 8" stroke	-	3 tubes
Up to 12" stroke		4 tubes

11. All signs must comply with all applicable building and electrical codes.
12. No clips, mounting devices or labels shall be visible. All conductors, transformers and other equipment shall be concealed.

If Tenant's sign is mounted on an exposed (parapet) fascia a waterproof cover of 22 ga. Metal will be required on the back side concealing all wiring and transformers. In all cases where it is possible, sign penetrations shall be below the roof line.
13. All penetrations of the building structure (to include fascia) required for sign installation shall be sealed in a water tight condition. If at any time during Tenant's occupancy of the leased premises, water is found to be leaking into the building structure via penetrations from Tenant's sign, then Tenant shall cause its sign contractor or others to make the necessary repairs to stop water leakage. Said work to be done at Tenant's expense and Tenant shall be liable for any and all damage resulting from such water leakage.

IV. MISCELLANEOUS REQUIREMENTS:

1. If required by the U.S. Post Office, Tenant may install on the store front, its street number in the exact location and/or size, type, and color of numbers as stipulated by Landlord.
2. Upon removal of Tenant's sign, Tenant at its sole expense, shall plug and patch the penetrations into the building structure so as to make water tight and so as to match the adjacent finish in a manner satisfactory to Landlord.
3. It is the Tenant's sole responsibility to obtain Landlord's written approval prior to manufacture of the above sign. Landlord reserves the right to remove any unapproved signage as per the Lease Agreement.
4. CB Richard Ellis assumes no liability as the result of approval or disapproval of Tenant's sign. Tenant is solely responsible for construction and design.
5. TENANT UNDERSTANDS AND AGREES THAT THIS CRITERION SETS FORTH STANDARDS ESTABLISHED BY LANDLORD. LANDLORD AND LANDLORD'S AGENTS AND REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, THAT SIGNS WHICH CONFORMS WITH THIS SIGN CRITERION OR WHICH ARE APPROVED BY LANDLORD WILL CONFORM WITH GOVERNMENTAL REGULATIONS AND CODES OR WILL RECEIVE NECESSARY GOVERNMENTAL APPROVALS. IT SHALL BE TENANT'S SOLE RESPONSIBILITY TO OBTAIN ALL NECESSARY GOVERNMENTAL APPROVALS.

EXHIBIT E
RULES AND REGULATIONS

These Rules and Regulations constitute the Rules and Regulations, which are automatically incorporated into each of the leases for the stores in the shopping center known as **Westview Center**. Each of the capitalized terms used in these Rules and Regulations shall have the definition set forth in the printed form of lease currently used by the Landlord at the Center.

1. Tenant shall not commit or permit any action or thing which may disturb the quiet enjoyment of any other tenant in the Center, or any person within 1,000 feet from the boundary of the Center.
2. Tenant shall not sell, distribute, or display or permit the sale, distribution, or display of any alcoholic or intoxicating substances or liquids whatsoever, or any other substance or liquid which may create a hazard or may be annoying to other persons, or tenants, in or about the Center.
3. Tenant shall not use or permit the use of any advertising or promotional media or devices which may create a hazard or may be annoying to other persons or tenants in or about the Center, including without limitation intended, handbills, flashing lights, searchlights, loudspeakers, sound amplifiers, or any other audio or video device heard or seen outside the Store.
4. Tenant shall not use any portion of the Center outside of the Store for the promotion or conduct of its business, including without limitation intended, for the solicitation of business, advertising, display or sales purposes. The prohibitions contained in the immediately preceding sentence shall include without limitation intended, the distribution of handbill or bumper stickers on or to motor vehicles in or about the Common Area.
5. Tenant shall control and regulate the use of all shopping carts and other conveniences (collectively the "CARTS") provided for the use of customers or others. Each Cart shall be marked as the property of the Tenant. Tenant shall police the Common Area and the area within 1,000 feet of the boundary of the Center, as often as and to the extent that it may be required to keep such areas free and clear of Carts and to store the Carts in the Store. In the event the Tenant fails to fulfill its obligations under the immediately preceding sentence, the Landlord may elect, without notice, to police, collect, store and/or sell the Carts and the Tenant shall pay to the Landlord within ten days after demand by the Landlord, liquidated damages at the rate of \$10.00 for each Cart collected. Despite any other provision of this Paragraph to the contrary, the Tenant shall not furnish Carts or make Carts available to customers, without the prior written consent of the Landlord.
6. The Landlord may from time to time and at any time, designate in writing an area (the "EMPLOYEE PARKING AREA") which shall be used for parking by the Tenant and any employees of the Tenant. The Employee Parking Area may or may not be within the Center. In such event, the Tenant shall not park or permit any of its employees to park any vehicles on any other portion (or any portion) of the Common Area. Tenant shall within five days after demand by the Landlord, furnish the Landlord with the colors, makes, models and license plates of all vehicles used by the Tenant and its employees. In the event the Landlord designates an Employee Parking Area, and the Tenant or an employee of the Tenant parks a vehicle in Common Area which is outside the Employee Parking Area, the Landlord may elect to tow and store such vehicle within 24 hours sticker notice on the vehicle, and/or place violation stickers upon such vehicle, and the Tenant shall pay upon demand to the Landlord or any tow truck operator engaged by the Landlord, the charges incurred for the tow and storage of such vehicle.
7. Tenant shall contract for the services of a licensed pest extermination contractor approved by the Landlord in writing, which shall be performed in such manner and at such intervals as the Landlord may designate in writing.
8. Tenant shall (i) use metal containers for the storage of all Refuse; (ii) maintain such containers in a clean, odorless, watertight and sanitary condition; and (iii) store such containers in a location, which is not visible from any portion of the Center used by customers of the Center. All Refuse shall be removed each day by the Tenant in the manner designated by the Landlord in writing. Tenant shall store soiled linen in containers approved by the board of fire under-writers or other recognized fire insurance rating organization. If the Store is used for the sale of food, which may be consumed in the Store, the Tenant shall store all Refuse in a Refuse storeroom or compartment, which the Tenant shall install and maintain. Tenant shall not use or permit the use of any portion of the Common Area, for the storage of any Refuse.
9. Tenant shall not load or unload or permit the loading or unloading of any Improvements or inventory during any time other than such time as the Landlord may designate in writing; and will not park or permit the parking of any vehicles in any manner which will unreasonably interfere with access to or from any part of the Center. All loading and unloading of Improvements and inventory shall be made through the rear entrance of the Store and/or such other locations as the Landlord may designate in writing. Fuel delivery hours will be restricted due to neighboring day care center.
10. Tenant shall not obstruct or permit the obstruction of any portion of the Common Area, nor erect or install or permit the erection or installation of any Improvement in or about the Common Area.
11. Tenant shall install and maintain in good condition and repair all fire extinguishers and other devices required by any insurance company or Law.

12. At a minimum, Tenant shall keep the Store heated to a temperature sufficient to avoid the freezing of pipes. However, in the event that the Store is located in an enclosed mall, Tenant shall keep the Store heated or cooled, at a temperature which will not result in any increase in the temperature in the event such mall is being cooled, and will not result in any decrease in the temperature in the event such mall is being heated.
13. Tenant shall not (i) change the exterior color or surface of the Store, or any Improvement on the exterior of the Store, or any Improvement on the exterior of the Store, or otherwise change the exterior of the store in any manner whatsoever; or (ii) use any of the Utility systems for any purpose other than that for which they were specifically designed, or (iii) dispose of any Refuse in any plumbing system other than ordinary human waste; or (iv) install, maintain or operate any disposal system of any nature whatsoever; or (v) install or operate or permit the installation or operation of any coin, token or card operated vending machines for the sale of any property or service (including without limitation intended, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of food or beverage).

**EXHIBIT F
GUARANTY**

LANDLORD: BLF Real Estate, LLC, a Colorado limited liability company

NAME OF S.C.: Westview Center

ADDRESS: 1601 West Canal Circle, Littleton, CO 80120

TENANT: Shamsi Barzideh and Kamran Aghajani, as Individuals

LEASE DATE: January 4, 2010

GUARANTOR: Shamsi Barzideh, an individual

DATE: January 4, 2010

The Tenant wishes to enter into the Lease with the Landlord. The Landlord is unwilling to enter into the Lease unless the Guarantor assures Landlord of the full performance of the Tenant's obligations under the Lease. The Guarantor is willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with the Tenant, and for good and valuable consideration, whose receipt and adequacy are acknowledged by Guarantor:

1. The Guarantor unconditionally guaranties to the Landlord, and the successors and assigns of the Landlord, the Tenant's full and punctual performance of its obligations under the Lease. The Guarantor waives notice of any breach or default by the Tenant under the Lease. If Tenant defaults in the performance of its obligations under the Lease, upon the Landlord's request, the Guarantor will perform the Tenant's obligations under the Lease.
2. Any act of the Landlord, or the successors or assigns of the landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related thing relating to the Lease, or the granting of any indulgences or extensions of time to the Tenant, may be done without notice to the Guarantor and without affecting the obligations of the Guarantor under this Guaranty.
3. The obligations of the Guarantor under this Guaranty will not be released by the Landlord's receipt, application or release of security given for the performance of the Tenant's obligations under the Lease, nor by any modification of the Lease. In case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification.
4. The liability of the Guarantor under this Guaranty will not be affected by (a) the release or discharge of the Tenant from its obligations under the Lease in any creditors' receivership, bankruptcy or other proceedings or the commencement or pendency of any such proceedings; (b) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of the Tenant; or (f) the cessation from any cause whatsoever of the liability of the Tenant under the Lease.
5. Until all of the Tenant's obligations under the Lease are fully performed, the Guarantor: (a) waives any right to subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligation of the Guarantor under this Guaranty; (b) waives any other right which the Guarantor may have against the Tenant by reason of any one or more payment or acts in compliance with the obligations of the Guarantor under this Guaranty; and (c) subordinates any liability of indebtedness of the Tenant held by the Guarantor to the obligations of the Tenant to the Landlord under the Lease.
6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term, or any such extension or renewal.
7. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Guarantor and the Landlord.
8. The Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against the Guarantor without proceeding against the Tenant or anyone else obligated under the Lease.
9. The Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by the Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.
10. The Guarantor irrevocably appoints the Tenant as its agent for service of process related to this Guaranty.

The Guarantor has executed this Guaranty as of the Date.

GUARANTOR:

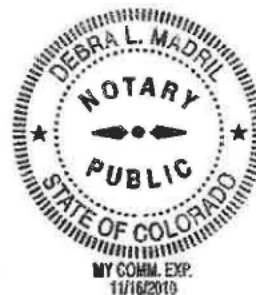
Shamsi Barzideh
an individual

Social Security No.: 521-55-2865

Date of Birth: 1-17-63

Home Address:

5931 S. Boston St, Greenwood Village CO 80111



STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was executed before me this 4th day of JANUARY, 2010 by Shamsi Barzideh.

Witness my hand and official seal.

My Commission expires: 11-16-2010

Debra L. Madrid
Notary Public

**EXHIBIT F
GUARANTY**

LANDLORD: BLF Real Estate, LLC, a Colorado limited liability company

NAME OF S.C.: Westview Center

ADDRESS: 1601 West Canal Circle, Littleton, CO 80120

TENANT: Shamsi Barzideh and Kamran Aghajani, as Individuals

LEASE DATE: January 4, 2010

GUARANTOR: Kamran Aghajani, an individual

DATE: January 4, 2010

The Tenant wishes to enter into the Lease with the Landlord. The Landlord is unwilling to enter into the Lease unless the Guarantor assures Landlord of the full performance of the Tenant's obligations under the Lease. The Guarantor is willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with the Tenant, and for good and valuable consideration, whose receipt and adequacy are acknowledged by Guarantor:

1. The Guarantor unconditionally guaranties to the Landlord, and the successors and assigns of the Landlord, the Tenant's full and punctual performance of its obligations under the Lease. The Guarantor waives notice of any breach or default by the Tenant under the Lease. If Tenant defaults in the performance of its obligations under the Lease, upon the Landlord's request, the Guarantor will perform the Tenant's obligations under the Lease.
2. Any act of the Landlord, or the successors or assigns of the landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related thing relating to the Lease, or the granting of any indulgences or extensions of time to the Tenant, may be done without notice to the Guarantor and without affecting the obligations of the Guarantor under this Guaranty.
3. The obligations of the Guarantor under this Guaranty will not be released by the Landlord's receipt, application or release of security given for the performance of the Tenant's obligations under the Lease, nor by any modification of the Lease. In case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification.
4. The liability of the Guarantor under this Guaranty will not be affected by (a) the release or discharge of the Tenant from its obligations under the Lease in any creditors' receivership, bankruptcy or other proceedings or the commencement or pendency of any such proceedings; (b) the impairment, limitation or modification of the liability of the Tenant or the estate of the Tenant in bankruptcy, or of any remedy for the enforcement of the Tenant's liability under the Lease, resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of the Tenant; or (f) the cessation from any cause whatsoever of the liability of the Tenant under the Lease.
5. Until all of the Tenant's obligations under the Lease are fully performed, the Guarantor: (a) waives any right to subrogation against the Tenant by reason of any payments or acts of performance by the Guarantor, in compliance with the obligation of the Guarantor under this Guaranty; (b) waives any other right which the Guarantor may have against the Tenant by reason of any one or more payment or acts in compliance with the obligations of the Guarantor under this Guaranty; and (c) subordinates any liability of indebtedness of the Tenant held by the Guarantor to the obligations of the Tenant to the Landlord under the Lease.
6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term, or any such extension or renewal.
7. This Guaranty may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Guarantor and the Landlord.
8. The Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against the Guarantor without proceeding against the Tenant or anyone else obligated under the Lease.
9. The Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by the Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.
10. The Guarantor irrevocably appoints the Tenant as its agent for service of process related to this Guaranty.

The Guarantor has executed this Guaranty as of the Date.

GUARANTOR:

Kamran Aghajani
an individual

Social Security No.: 521-554432

Date of Birth: 12-16-56

Home Address:

5931 S. Boston St, Greenwood Village CO 80111



STATE OF Colorado)
) ss.
)
COUNTY OF Denver)

The foregoing instrument was executed before me this 4th day of
JANUARY, 2010 by KAMRAN AGHAJANI.

Witness my hand and official seal.

My Commission expires: 11-16-2010.

Debra L. Madril
Notary Public

EXHIBIT G
FIRST RIGHT OF REFUSAL

1. First Right of Refusal. Landlord hereby grants Tenant a first right of refusal ("First Right of Refusal") during the primary term of the lease to purchase only the Demised Premises in accordance with the following terms and conditions: (No First Right of Refusal will be granted if the entire shopping center is being sold)

(a) During the primary term of the Lease, as the same may be extended, if Landlord receives an offer to sell the Demised Premises (the "Offer") and it intends to accept the Offer, Landlord will give a written copy of the Offer to Tenant, but may redact any provisions of the Offer relating to the identity of the prospective purchaser. Tenant will have the right to accept the Offer by written notice to Landlord given within five (5) days after Tenant's receipt of the Offer. If Tenant accepts the Offer, Tenant will be bound to purchase the Project strictly in accordance with the terms of the Offer. If Tenant does not accept the Offer in the time and manner provided herein, the First Right of Refusal shall permanently lapse and be of no further force or effect and thereafter Landlord shall be free to offer and sell the Demised Premises to any third party free and clear of any rights of Tenant to acquire the Demised Premises

(b) Tenant shall not have a First Right of Refusal to purchase the Demised Premises if, at the time Landlord receives the Offer, (i) an event of default exists under the Lease, (ii) an event has occurred that would be an event of default under the Lease after either the giving of notice or the passage of time, or both, (iii) Tenant has assigned all or part of its interest in the Lease or has sublet all or part of the Property, or (iv) Tenant is holding over pursuant to Section 2.04 of the Original Lease.

(c) Tenant shall not have a First Right of Refusal to purchase the Demised Premises in any of the following transactions: (i) sale of the Demised Premises to a Related Entity (as defined below) or in connection with a sale of all or substantially all of Landlord's assets or its shares; (ii) encumbrances of the Demised Premises; (iii) sales in connection with a lease back of the Demised Premises by Landlord; (iv) intra-family transfer of the Demised Premises by Landlord; (v) contribution or transfer of the Demised Premises to an entity owned by Landlord or Landlord's affiliates (which term shall be construed in its broadest sense); and (vi) sale of the Demised Premises whereby Landlord, as seller, will finance all or any portion of the purchase price, unless Landlord in its sole and absolute discretion determines that Tenant's financial capability is at least comparable to that of the prospective purchaser. As used herein, the term "Related Entity" means any entity that is owned by or under common control with Landlord, directly or indirectly, or Landlord's affiliates.

(d) The First Right of Refusal granted to Tenant in this Paragraph 9 is personal and may not be assigned by Tenant in connection with an assignment of the Lease or otherwise, and Tenant's rights in this Exhibit G may not be exercised by anyone other than Tenant. Any attempted assignment of Tenant's rights in this Exhibit G will be of no effect, and will terminate these rights as of the date of the purported assignment.

(e) In the event Tenant exercises the First Right of Refusal and fails to consummate the acquisition of the Demised Premises, such failure shall not cause the Lease to terminate and the Lease shall continue in full force and effect in accordance with its terms, except that Tenant shall no longer have the First Right of Refusal and at Landlord's option, Tenant shall be deemed to be in default of its obligations under the Lease.

(f) The First Right of Refusal contained in this Exhibit G shall not be placed of record by Tenant.

(g) Time is of the essence of each and every agreement and condition in this Exhibit G.

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (this "Amendment") is made as of the _____ day of _____, 2014, by and between BLF REAL ESTATE, LLC, a Colorado limited liability company ("Landlord"), and The Homestead Enterprise, Inc., a Colorado Corporation and Akram Kais, an individual ("Assignee Tenant") and acknowledged by Shamsi Barzideh and Kamran Aghajani, originally together as the "Tenant" (the "Original Tenants"), .

RECITALS:

A. Landlord and Shamsi Barzideh and Kamran Aghajani, originally together as the "Tenant" (the "Original Tenants"), are parties to a certain "Standard Commercial Shopping Center Lease" (the "Lease") entered into as of January 4, 2010, and demising to Original Tenants certain real property having an address of 1601 West Canal Circle, Littleton, Colorado 80120, and located within a commercial shopping center. Such shopping center (defined in the Lease as the "Shopping Center") is legally described on Exhibit A attached hereto and incorporated herein by this reference. Initially capitalized terms used but not defined in this Amendment shall have the meanings given them under the terms of the Lease. References herein to "Articles" or "Sections" are to those set forth in the Lease, and references herein to "Rules and Regulations" are to those attached to the Lease.

B. The Assignee Tenant has entered into an agreement with the Original Tenants to acquire from the Original Tenants certain business assets located on or associated with the operation, use and enjoyment of the Demised Premises (the "Asset Acquisition"), such acquired assets to include, without limitation, an assignment of the Original Tenants' right, title and interest under the Lease.

C. Landlord has consented to the assignment of the Lease to Assignee Tenant, and in connection therewith Landlord and Assignee Tenant have agreed to amend the terms of the Lease in certain respects as set forth herein, such amendments to become effective at such time as the Lease has been assigned to Assignee Tenant.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements set forth herein, Landlord and Assignee Tenant covenant and agree as follows:

1. Effective Date.

(a) Landlord confirms and agrees that upon mutual execution of this Amendment to Lease that Landlord has consented to the assignment of the Lease from the Original Tenants to the Assignee Tenant, and that no further action is required with respect thereto. This Amendment shall become effective on the date that Assignee Tenant and Original Tenants have completed and closed the Asset Acquisition and Assignee Tenant has received and accepted the written assignment of the Lease from the Original Tenants (the "Effective Date"). Assignee Tenant will give the Landlord notice of the Effective Date when the same occurs, together with a copy of the assignment of the Lease from the Original Tenants in favor of Assignee Tenant. In the event the Effective Date does not occur on or before June 30th, 2014, then this Amendment shall be null and void ab initio and of no force or effect.

(b) Landlord confirms and agrees that the Lease is in full force and effect in accordance with its stated provisions, as set forth in the copy thereof furnished by Landlord to Assignee Tenant (which Landlord represents is an accurate and complete copy). As of the Effective Date, Assignee Tenant shall be bound by all the terms and provisions of the Lease and shall assume all obligations and duties of the Tenant under the Lease that accrue from and after the Effective Date, subject to the terms of this Amendment. Other than rent, CAM charges, or other charges incurred by Original Tenant due prior to the Effective Date Assignee Tenant shall assume any liability for, and shall be subject to any rights or remedies of the Landlord with respect to, any obligations or duties of the Tenant accruing or arising under the Lease prior to the Effective Date, or any breach or default by the Original Tenants of those obligations or duties, yet Landlord will not terminate the Lease for any such breach or default. Original Tenant shall be obligated to pay the Landlord from the Asset Acquisition proceeds any and all past due rent, CAM charges, late payments or other charges incurred prior to the Effective Date. Any defenses or waivers that Landlord might otherwise assert against Original Tenants for Landlord's obligations under the Lease shall be applicable to the Assignee Tenant. References hereinafter to the "Tenant" shall mean the Assignee Tenant unless otherwise specified.

2. Term.

(a) As of the Effective Date, the initial term of the Lease shall continue for the period through year end 2014 and shall expire five (5) years thereafter on December 31, 2019. Landlord confirms and agrees that all conditions to the commencement of the term of the Lease under Article III have been satisfied.

(b) So long as there are no outstanding events of default by Tenant under the Lease, after the expiration of applicable cure periods, Tenant shall have option to extend the term of the Lease for one (1) additional, consecutive period of five (5) years, for the Minimum Guaranteed Rental hereinafter specified and upon the other terms and provisions of the Lease, as modified hereby. In order to validly exercise the extension option, Tenant must give Landlord written notice exercising the applicable extension option at least two hundred seventy (270) days before the last day of the then outstanding term of the Lease. References herein to the "term of the Lease," or similar references, shall mean and refer to the continuing initial term as established under paragraph 2(a) above, beginning as of the Effective Date, and any extensions thereof pursuant to this paragraph 2(b) that have been exercised by Tenant.

(c) Sections 1.1(h) and 28.5 are hereby superseded by this Amendment.

3. Demised Premises. To supplement Section 1.1(g), the Demised Premises further specifically include, without limitation, and the Tenant has and shall have the exclusive right to access and use, the gas island and canopy, and all gas dispensers, underground storage tanks (USTs), gas lines, and other apparatus and equipment located therein (collectively the "Fueling Center"), that adjoin the Demised Premises as otherwise described in the Lease, such gas island and canopy being depicted on Exhibit B attached hereto and incorporated herein by this reference. However, the area within the Fueling Center will not be included for purposes of determining the Tenant's proportionate share of Common Area Maintenance charges, Insurance costs, or Taxes pursuant to Sections 6.3, 13.5 and 18.2. Tenant shall have a non-exclusive right to use and enjoy all parking spaces that adjoin the Demised Premises designated on Exhibit B, and also all areas adjoining the exterior of the building within the Demised Premises (the "Building") and the exclusive right to use the Fueling Center for sales and promotional displays (notwithstanding the provisions of Section 6.1 or of paragraph 4 of the Rules and Regulations to the contrary).

4. Rent.

(a) Landlord and Tenant agree that Minimum Guaranteed Rental shall be due and payable in accordance with the following schedule:

Initial Term:

<u>Years</u>	<u>Annual Minimum Guaranteed Rental</u>	<u>Monthly Installment</u>
Effective Date thru 2014		\$3,465
1	\$42,840 (\$17.00/sf)	\$3,570
2	\$44,100 (\$17.50/sf)	\$3,675
3	\$45,360 (\$18.00/sf)	\$3,780
4	\$46,620 (\$18.50/sf)	\$3,885
5	\$47,880 (\$19.00/sf)	\$3,990

Extension Terms:

<u>Years</u>		
6	\$49,140 (\$19.50/sf)	\$4,095
7	\$50,400 (\$20.00/sf)	\$4,200
8	\$51,660 (\$20.50/sf)	\$4,305
9	\$52,920 (\$21.00/sf)	\$4,410
10	\$54,180 (\$21.50/sf)	\$4,515

As the term is used above, the first "Year" shall mean the period starting January 1, 2015 expiring December 31, 2015 and each succeeding Year will expire one (1) year after the last day of the preceding Year. The Minimum Guaranteed Rental for the fractional calendar month included within the first year that commences on the Effective Date will be prorated on a per diem basis. The foregoing supersedes Section 28.4 of the Addendum to the Lease. The monthly Minimum Guaranteed Rental and the balance of each Monthly Payment shall be due and payable on the first day of each calendar month within the term of the Lease, or if such first day is not a business day, then the next succeeding business day thereafter.

(b) The other components of the Monthly Payment will be in the following amounts on the Effective Date (which Landlord confirms are the amounts presently in effect under the Lease for 2014):

- (i) Common Area Maintenance charge per month: \$598.50
- (ii) Insurance Escrow Payment per month: \$73.50
- (iii) Tax Escrow Payment per month: \$451.50

} 1123.50

(c) The costs and expenses of operation and maintenance of the Common Area as defined and set forth in Section 6.3 (sometimes referred to in the Lease, and referred to herein, as "Common Area Maintenance charges") shall remain unchanged.

(d) The annual reconciliation for Common Area Maintenance charges, Insurance costs and Taxes (sometimes hereinafter collectively "Additional Rent Charges"), as set forth in Sections 6.3, 13.5 and 18.2, will be completed within 120 days after the end of each calendar year (or fraction thereof) within the term of the Lease. Tenant shall make any adjusting payment owing from Tenant for Common Area Maintenance charges in the same manner as provided for Insurance Costs and Taxes, except that any and all such reconciling payments will be due 30 days after Landlord's submission of its annual statement. Similarly, Tenant will receive credit for any overage in the payments of Common Area Maintenance charges in the same manner as provided for Insurance costs and Taxes, but any overage outstanding upon the expiration of the Lease will be refunded to Tenant within 120 days after the expiration.

(e) Section 4.5 of the Lease is hereby modified and Landlord confirms and agrees that no rent or charges are payable under the Lease on the basis of a percentage of Gross Sales or any similar basis.

However, Article V is hereby modified so that within 30 days after written request to the Tenant from the Landlord Tenant shall be required to supply Landlord with a Gross Sale Report for the operations within the Demised Premises for the two (2) most recent calendar year ending prior to the request being made, including sales broken into the categories of gasoline and merchandise sales; provided, however, that such requests may be made no more frequently than twice in any calendar year.

(f) The pre-existing Security Deposit equal to \$4,582 shall be released to Landlord as compensation for the review and consent to the assignment of the Lease to Assignee Tenant.

5. Use of Premises.

(a) Sections 1.1(e) Tenant's trade name CONOCO is hereby modified to include and permit The Homestead Enterprise, Inc and/or Shop N Save or other trade name as approved by Landlord, with Landlord's approval not to be unreasonably withheld and Tenant will have an obligation to maintain certain operating hours of 6:00AM to 10:00PM Monday – Saturday and 7:00AM to 9:00PM on Sundays (but may at Tenant's election operate on up to a 24-hour basis, subject to compliance with laws). Assignee Tenant may undertake alterations, additions and improvements and otherwise make preparations in furtherance of resuming the conduct of business within the Demised Premises, with Assignee Tenant having no obligation to re-commence business operations by any time certain, however if Tenant elects to "go dark" or close the operations for a period in excess of 90 days, Landlord at its sole discretion may terminate the lease. If said termination is enacted by the Landlord, Assignee Tenant shall remain liable for any payments for Minimum Guaranteed Rent and Additional Rent Charges due under the lease and Tenant's charges will be offset by any new rental income and additional rent charges received by the Landlord from a new tenant, except that Landlord will also be reimbursed by Tenant for any Leasing Commissions and Tenant Improvement costs incurred by Landlord for replacing the Tenant. The convenience store and gas uses permitted for the Demised Premises may include all uses associated with convenience store operations from time to time as conducted by Tenant under their ordinary business practices, or otherwise commonly associated with operations in the convenience store industry, including, without limitation, a "fast food" or other form of restaurant operation, alternative fuel sources other than gasoline, sales of alcoholic beverages (which may include those of any variety permitted by law, including wines and liquors if allowable), and automated teller machines, Vcom® terminals and other lottery ticketing services. The Demised Premises may otherwise be used for any other lawful uses, provided that such alternative uses will be subject to the prior written approval of the Landlord, not to be unreasonably withheld. Landlord covenants and warrants that the Demised Premises are not subject to any use restrictions in favor of any other tenant or third party that would limit Tenant's permitted uses under the Lease.

(b) Notwithstanding the foregoing provisions to the contrary, if Tenant will not be regarded as having elected to close for business in any circumstance where Tenant's cessation of operations arises in connection with restoration of the Demised Premises following any casualty or condemnation or other repairs, renovations, remodeling or alterations, or in connection with any remediation or other corrective work or action pursuant to Environmental Laws or other laws, rules or regulations applicable to the Demised Premises.

(c) Sections 7.2 and 7.3, and any other pertinent provisions of the Lease, shall not be construed or applied to preclude the use of the Demised Premises for convenience store and fueling center uses as provided above. Accordingly, and without limitation, the provisions of Section 27.15 and the Rules and Regulations, and any other pertinent Lease provisions, shall not preclude the sale of alcoholic beverages or vending machine sales in the ordinary course of convenience store operations. Hours and methods for deliveries and trash removal will not be so limited by Landlord under Section 7.4 and under paragraph 9 of the Rules and Regulations as to materially interfere with Tenant's ordinary operational practices adopted from time to time unless in Landlord's reasonable judgment said hours and methods of deliveries constitute a significant nuisance and/or endangerment to other tenants or customers of the Shopping Center.

6. Services. Tenant is responsible for keeping the Demised Premises clean, including but not limited to any exterior sidewalks and driveways depicted as part of the Demised Premises and Fuel Center on Exhibit B hereto. If Tenant is not keeping the exterior Demised Premises clean, Landlord will be permitted to provide trash removal or power-washing services for the Demised Premises (as reasonably necessary (and as otherwise provided under Section 7.4) only after Tenant has been provided a 30 day written notice by Landlord and Tenant has failed to remedy the situation. Trash removal and any necessary periodic power-washing will otherwise be provided by Tenant. The Tenant shall sign a HVAC and cooler maintenance contract(s) with a contractor for the servicing of heating and air conditioning systems and cooler equipment within the Demised Premises, as required under Section 28.3, will not be subject to Landlord's approval so long as the firm is reputable and is in the business of providing commercial HVAC and cooler maintenance .

7. Maintenance.

(a) Under Section 8.3 of the Lease, Tenant will be responsible to protect plumbing units, pipes and connections from ice and freezing only to the extent the same are readily accessible to the Tenant within the Demised Premises, and otherwise that responsibility will be borne by Landlord. Tenant's 10-day maintenance period after notice from Landlord, as set forth in Section 8.3, will extend so long as Tenant is pursuing the completion of the maintenance by the exercise of due diligence in the ordinary course of business.

(b) Before undertaking any maintenance or repairs for the Demised Premises as set forth in Section 10.1, Landlord will confer and cooperate reasonably with Tenant in establishing methods, schedules and procedures for purposes of mitigating any interference with the use and enjoyment of the Demised Premises. Landlord's rights of maintenance and repairs will not extend or apply to the Fueling Center.

8. Tenant Alterations.

(a) Notwithstanding the provisions of Sections 7.3 and 9.1, Tenant, without Landlord's consent, may make and employ any minor alterations, additions, fixtures or improvements within the interior of the Demised Premises. Tenant may also make and employ any exterior alterations, additions, fixtures or improvements which are consistent with or reflective of the logos, trademarks, trade names, trade dress and business practices generally adopted by Tenant and/or Tenant's franchisor from time to time, but only after obtaining SPOA approval in writing if said alterations, additions or improvements require Tenant covenants that any exterior alterations, additions, fixtures or improvements will not reduce the number of parking spaces, or materially reduce the value of the Demised Premises or have a material adverse effect on the structural integrity of the Building. Tenant will not be required to secure Landlord's consent for any maintenance, repairs, replacements or work in the ordinary course of Tenant's business for purposes of keeping or bringing the Demised Premises into good condition and repair, or of complying with applicable laws and regulations. In the case of any exterior alterations, additions, fixtures or improvements not authorized under the foregoing provisions, Landlord's consent, as required under Section 9.1, will not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the provisions of Section 11.1 and Exhibit D to the Lease, Tenant, without Landlord's consent, may install, use and enjoy, both within the interior and for the exterior of the Demised Premises, any and all signage, lighting, decorations and advertising media which are consistent with the trade dress, trademarks, trade names, logos and/or general business practices adopted by Tenant from time to time but only after obtaining SPOA approval in writing if said signage or lighting require their approval.

(c) Monument Sign: Tenant will have the exclusive right to place and enjoy its signage panels within the existing monument sign currently used by CONOCO. Tenant shall pay for the repair and maintenance of the LED Fuel Price indicator. The other Monument Sign repair and maintenance including utility charges are to be included in the Common Area Maintenance charges. If Tenant would like to rent up to 2 additional panels, the monthly charge is \$125/panel (2 sided)

(d) Notwithstanding the provisions of Section 9.1 to the contrary, all trade fixtures installed by Assignee Tenant will remain Assignee Tenant's property and may be removed and retained by Assignee Tenant in connection with any expiration or termination of the Lease, however all previously installed fixtures including the walk-in coolers, Ruby POS System, Veederoot Tank Tightness Monitoring System, sinks, countertops and cabinets, all fixtures and facilities within the Fueling Center, both existing and any installed by Assignee Tenant subsequently shall remain the property of the Landlord, but are subject to use and maintenance of same by Assignee Tenant during the term of the Lease. All maintenance and/or replacement costs for this equipment shall be paid for by Tenant during the term of the Lease and shall be left in full working order at the time of lease expiration.

9. Casualty; Insurance.

(a) The insurance requirements in Article XIII of the Lease are to be specifically reviewed and approved by the Tenant's existing Insurance Company and insurance agent for approval of the Assignee Tenant and Assignee Tenant shall provide evidence of insurance satisfactory to Landlord.

(b) Except for the insurance to be maintained by Tenant as set forth in Section 13.2, Landlord agrees to maintain a standard fire and extended "all-risk" coverage property insurance policy on the Shopping Center and the Demised Premises, including, without limitation, the Building and all fixtures (excluding Tenant's trade fixtures and Fuel Center fixtures/equipment which shall be insured by Tenant). The policy shall be of the type commonly purchased by owners of shopping centers in the area in which the Demised Premises are situated, and shall insure the Shopping Center as aforesaid to one hundred percent (100%) of the Shopping Center's replacement cost throughout the term of the Lease, on an occurrence basis. Each year during the term of the Lease, upon Tenant's request Landlord shall furnish to Tenant a certificate of insurance for such coverage naming Tenant as an additional loss payee, as its interests may appear and evidencing that such insurance is in effect, together with a copy of the invoice reflecting that the premium has been paid, prior to any expiration of the existing coverage. Such certificate shall state on its face that such insurance shall not be subject to cancellation or material modification except after thirty (30) days' prior written notice to Tenant of such cancellation or material modification.

(c) Throughout the term of the Lease, Landlord agrees to maintain in force continuously, at Landlord's expense, commercial general public liability insurance covering the Shopping Center with combined single limit coverage per occurrence of \$2,000,000 or its equivalent, and shall upon Tenant's written request, furnish Tenant a certificate from the insurer evidencing such coverage, naming Tenant as an additional insured. Landlord's liability coverage shall be primary and without right of contribution from Tenant's coverage except for matters arising out of the negligence of Tenant or its sublessees or their respective agents or employees as aforesaid.

(d) Tenant will be required to furnish the UST Insurance under Section 13.4 and the parties shall keep the USTs registered under C.R.S. §§ 8-20.5-101 et seq. and 8-20.5-201 et seq., (the "Colorado UST Law"), and Tenant shall maintain financial eligibility under C.R.S. § 8-20.5-206 for purposes of access to the remediation fund established in C.R.S. § 8-20.5-103 (the "Colorado UST Fund"). In connection Tenant's operations of the Fueling Center, Tenant will be entitled to the benefits of any registration of the USTs (whether existing or hereafter completed) under the Colorado UST Law, and the related rights of recourse to the Colorado UST Fund. Landlord will furnish such cooperation and take such actions as may be necessary or appropriate in furtherance of such registrations and recourse running to the benefit of the Tenant.

10. Notices. Section 24.1 of the Lease is hereby deleted in its entirety and replaced with the following:

(a) Any notice required or permitted hereunder under the Lease shall be in writing, may be given by the parties hereto or their authorized agents, including legal counsel, and shall be deemed given and received (i) when hand delivered to the intended recipient, by whatever means, at its address set forth below; (ii) three (3) business days after the same is deposited in the United States mails, with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; (iii) one (1) business day after the same is deposited with a reputable overnight courier service having a delivery area encompassing the address of the intended recipient, with the delivery charges prepaid; or (iv) when received by e-mail or facsimile pursuant to the applicable email addresses or facsimile numbers established herein on a business day during ordinary business hours (8:00 a.m. to 5:00 p.m., Denver time), provided that a successful transmission of any facsimile notice is confirmed on the facsimile facilities of the noticing party as a regular function thereof. Street, mailing and e-mail addresses and facsimile numbers for notices shall be as set forth below:

LANDLORD: BLF Real Estate, LLC
c/o Berkadia Commercial Mortgage, LLC
4582 S. Ulster Street, Suite 240
Denver, Colorado 80237
Attention: Fred Fanganello

Phone: (720) 231-2525
Email: fanganello@earthlink.net

LANDLORD's
Property Manager: BLF Real Estate, LLC
c/o Dunton Commercial
2000 S. Colorado Boulevard
Tower One, Suite 8000
Denver, CO 80222
Attention: Scott Shore
Phone: 720-237-5700
Email: sshore@dunton-commercial.com

TENANT: The Homestead Enterprise, Inc.
6397 S. Acoma St
Littleton, CO 80120
Attention: Akram Kais
Phone: (720)-344-4263 Home
(720) 363-0034 Cell
Email: ak-kais@q.com

Either party may change its addresses and/or email addresses for notices pursuant to a written notice given in accordance with the foregoing provisions. As used herein, the term "business day" shall mean any day other than a Saturday, Sunday, or U.S. federal holiday. All references herein to any dates or times shall be applied and determined by reference to local time in Denver, Colorado. Whenever any date or the expiration of any period specified under the Lease falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

11. Hazardous Substances.

(a) Landlord discloses that the Historic Release (referenced in Section 13.1 and also identified as Event ID#2684 by the State of Colorado's Division of Oil and Public Safety (OPS) has not yet been fully remediated. Landlord will cooperate reasonably with both Original Tenant and Assignee Tenant in furtherance of defining the nature, scope and extent of the Historic Release. Landlord discloses that a secondary Event ID#11321 at Facility 5770 was confirmed January 31, 2011 during the Original Tenant's lease term and subsequent remediation has been underway under the supervision of Palmetto Environmental Group. Landlord's indemnity at the end of Section 13.1 will continue to apply to the Historic Release, but will not apply to Event ID#11321 or any pre-existing conditions as of the Effective Date that entail petroleum products or other Hazardous Substances spills caused by the Original Tenant that may affect the Demised Premises prior to the date of the Lease. Landlord's indemnity in this regard will include, without limitation, any and all costs and expenses, including attorneys' fees, that Tenant may incur to remediate the Historic Release as required by any federal, state or local governmental agency or under any federal, state or local law, rule or regulation, to the extent not reimbursed from the Colorado UST Fund (with the Landlord being specifically responsible, without limitation, for any "deductible" amounts that are applicable under or payable back into the Colorado UST Fund). To the extent Original Tenant or Original Tenant's environmental insurance company does not continue to remediate pre-existing conditions identified in Event # 11321, Original Tenant will be solely obligated, at Original Tenant's sole cost and expense, to complete any removal, disposal or other remediation for Event # 11321 pre-existing conditions, as applicable, in accordance with all applicable law and the requirements of all applicable governmental authorities and agencies (Original Tenant's indemnity as aforesaid will be fully applicable, without limitation, to any resulting losses or damages caused by such removal or remediation process).

(b) Landlord will further indemnify Original Tenant and Assignee Tenant from Historic Release and against any claims, liabilities, losses, damages, costs or expenses, including, without limitation, attorneys' fees, that may be incurred by Tenant or otherwise arise in connection with any operation or use of the

Fueling Center following the expiration or termination of the Lease. Assignee Tenant at its election and sole expense may conduct environmental audits proximate to such expiration or termination in order to establish a baseline record of then existing conditions. Original Tenant and Assignee Tenant will retain a first right of recourse to the Colorado UST Fund, with priority over any recourse rights of Landlord, to address any remediation or other applicable obligations for which Tenant may be liable under the Lease or by operation of law (and Landlord will be liable to Tenant for any reduction in benefits available for Tenant under the Colorado UST Fund resulting from any recourse thereto for the Historic Release as set forth above.

(c) Landlord specifically approves, as part of the "Permitted Materials" and "Permitted Activities" referenced in Section 28.6, all gasoline, petroleum products and other Hazardous Substances stored, sold, dispensed or used in the ordinary course of the operation of the Fueling Center and the convenience store within the Demised Premises, subject to compliance with Environmental Laws. Assignee Tenant's indemnity and other obligations respecting Hazardous Substances under Section 28.6 and Section 13.2 shall extend only to any spill, release or contamination of or by Hazardous Substances which occurs as a result of Tenant's operations on the Demised Premises after the Effective Date. Furthermore, and notwithstanding the provisions of Section 28.6 that indicate to the contrary, Tenant from time to time in the ordinary course of business may replace, reconfigure and/or augment the two existing USTs in accordance with generally prevailing industry practices and Environmental Laws, provided that any replaced UST facilities will be removed and disposed of by Tenant in accordance with Environmental Laws.

Landlord shall require Assignee Tenant to provide evidence he has taken the appropriate certification training for the operations and maintenance of the Fuel Center equipment within 30 days of the Effective Date.

12. Effect of Amendment. This Amendment modifies and constitutes part of the Lease, and except as modified hereby, the Lease will remain in full force and effect in accordance with the stated provisions. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall be controlling and binding upon the parties hereto. References herein to the "Lease" will mean the Lease as modified by this Amendment.

13. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, and which together shall constitute one and the same agreement. Either party hereto may make legal delivery of its signed counterpart by e-mail or facsimile transmission of a copy thereof.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, Assignee Tenant and Landlord have made this Amendment to Lease as of the day, month and year first above written.

ASSIGNEE TENANT:

The Homestead Enterprise, Inc
an Colorado Corporation

By: Akram Kais
Akram Kais, President and Individually Date 5/27/14

Acknowledged by:

ORIGINAL TENANT:

Shamsi Barzideh and Kamran Aghanjani

By: _____
Shamsi Barzideh Date

By: _____
Kamran Aghanjani Date

LANDLORD:

BLF REAL ESTATE, LLC,
a Colorado limited liability company

By: Fred Fanganello 5/27/14
Fred Fanganello, Manager

EXHIBIT A

Shopping Center Legal Description

LEGAL DESCRIPTION

That part of Lot 1, Southpark Subdivision Filing No. 2, situated in the Southwest Quarter of Section 33, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Littleton, Arapahoe County Colorado, described as follows:

From the center of Section 33, proceed S 00°26'20" W, 18.00 feet, along the East line of the Southwest Quarter of Section 33; thence N 89°52'20" West, 119.50 feet, along a line 18.00 feet south of and parallel to the North line of the Southwest Quarter of Section 33, to a point on the East line of Lot 1, said point being the Point of Beginning. From the point of beginning proceed S 45°28'57" E, 55.45 feet, along the east line of Lot 1; thence S 8°37'55" E, 26.52 feet, along the east line of Lot 1; thence S 0°07'40" W, 173.00 feet, along the east line of Lot 1; thence Southwesterly, 52.83 feet, along a curve to the right, having a radius of 40.00 feet, to a point that bears S 45°07'40" W, 56.57 feet; thence N 89°52'20" W, 177.84 feet; thence Southwesterly, 110.52 feet, along a curve to the left, having a radius of 152.00 feet, to a point that bears S 69°17'54" W, 108.12 feet; thence N 41°31'53" W, 54.57 feet; thence Northwesterly, 36.44 feet, along a curve to the right, having a radius of 100.00 feet, to a point that bears N 31°05'30" W, 36.24 feet; thence N 20°39'05" W, 176.05 feet, to the north line of Lot 1; thence Northeasterly, 27.52 feet, along the north line of Lot 1, along a curve to the left, having a radius of 720.00 feet, to a point that bears N 68°44'19" E, 27.52 feet; thence N 67°07'40" E, 56.22 feet, along the north line of Lot 1; thence easterly, 240.85 feet, along the north line of Lot 1, along a curve to the right, having a radius of 600.00 feet, to a point that bears N 78°37'40" E 239.24 feet; thence S 89°52'20" E, 80.64 feet, along the north line of Lot 1 to the point of beginning. EXCEPT that portion conveyed to the City of Littleton for South Park Lane right-of-way in deed recorded Mat 5, 1986 in book 4743 at page 383.

Basis of Bearing: The west line of the Southwest 1/4 of Section 33, T5S, R67W being N 89°52'20" W

EXHIBIT B

Gas Island and Canopy Depiction



City of Littleton

MEMORANDUM

TO: Colleen Norton, Deputy City Clerk

FROM: Trent Cooper, Investigations Division Commander

DATE: June 20, 2014

SUBJECT: New Application for Liquor License

RE: Homestead Enterprise, Inc.
DBA: Shop-n-Save
1601 W. Canal Cir.

Applicants: Akram K. Kais

At your request, a background investigation was conducted on the person making application for the liquor license. A thorough check of appropriate law enforcement agencies did not reveal any information of a derogatory nature. The background investigation included a complete review of Colorado Bureau of Investigation and Federal Bureau of Investigation file, public records databases, State of Colorado Division of Revenue records, and Littleton Police Department files.

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

NAME OF APPLICANT:

HOMESTEAD ENTERPRISE, INC.

LIQUOR OR BEER LICENSE APPLIED FOR:

3.2% BEER OFF-PREMISE

PROPOSED ADDRESS OF LICENSED ESTABLISHMENT:

1601 W. CANAL CIRCLE; LITTLETON, CO 80120

I, Akram K. Kais (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's designation of 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 13th day of August, 2014 at 7:00 p.m.

I understand that if I, or any other interested party in this license, does not agree with the designated boundaries or date as specified above, that I should contact 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.

Akram K. Kais
Signature
(Liquor or Beer License Applicant)

7-5-2014
Date

Signature
(Attorney for Liquor or Beer
License Applicant)

Date

LICENSING AUTHORITY APPLICATION: HOMESTEAD ENTERPRISE, INC.
DBA: SHOP-N-SAVE; 1601 W Canal Circle
CLASS: 3.2% Beer Off-Premise

SET BOUNDARIES: June 16, 2014
PUBLIC HEARING: August 13, 2014

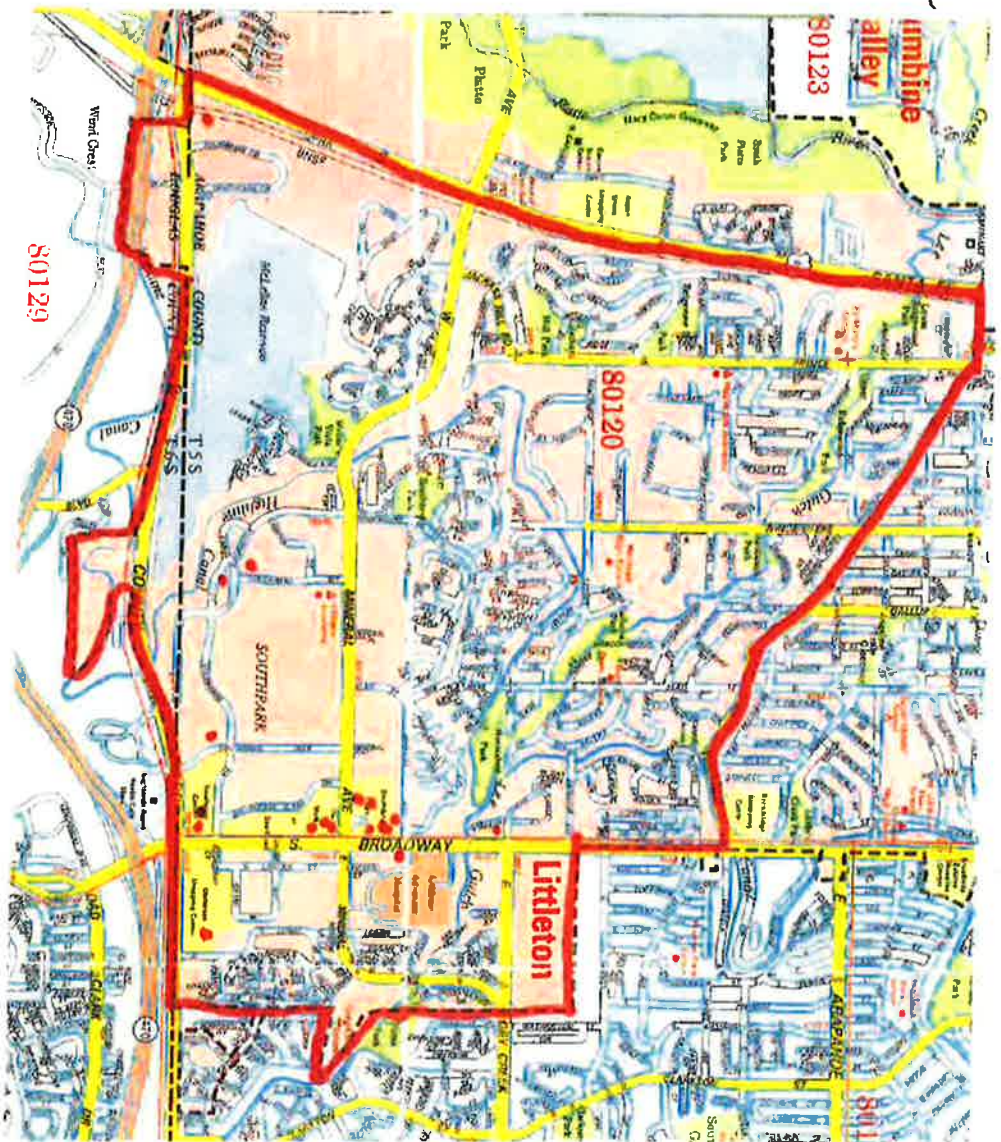
ESTABLISHMENTS HOLDING LIQUOR LICENSES THAT SELL SIMILAR
ALCOHOLIC BEVERAGES IN THE SUGGESTED AREA:

(H/R)	NoNo's Cafe 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
(DS)	Safeway 181 West Mineral Avenue	(H/R)	Crystal Rose 8351 SouthPark Lane
(Retail)	Advance Liquors 7945 South Broadway	(H/R)	Mi Cocina Express 137 West County Line Rd
(Retail)	Conoco/Circle K 8073 S Broadway	(H/R)	Hot Stove Lounge/Santoro's 841 Southpark Drive
(3.2%)	Bradley Petroleum #60 7500 S Broadway	(Tavern)	Alibi's Bar & Grill 7983 South Broadway
(3.2%)	King Soopers 7901 South Broadway	(H/R))	The Boardroom 51 W Dry Creek Court

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



Homestead Enterprise, Inc.
d/b/a Shop-N-Save
1601 W. Canal Circle
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 July 29, 2014, there was posted upon the property located at 1601 West Canal Circle, Littleton, Colorado, a notice that there will be a hearing to consider a new application for a 3.2% Off-Premise liquor license for The Homestead Enterprise Inc.; d/b/a Shop-N-Save, on the 13th day of August, 2014 and that said notice was in due form of the law.

Colleen L. Norton

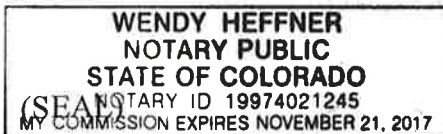
Colleen L. Norton, Deputy City Clerk

Subscribed and sworn to before me this 29th day of July 2014

Witness my hand and seal.

Wendy Heffner

Notary Public



My commission expires:

NOTICE

**PURSUANT TO THE LIQUOR LAWS OF COLORADO
HOMESTEAD ENTERPRISE, INC. D/B/A SHOP-N-SAVE, 1601 W.
CANAL CIRCLE, HAS REQUESTED THE LICENSING OFFICIALS OF
THE CITY OF LITTLETON TO GRANT A 3.2% BEER OFF-PREMISE
LIQUOR LICENSE AT THIS LOCATION TO SELL FERMENTED MALT
BEVERAGES FOR OFF-PREMISE CONSUMPTION. PUBLIC HEAR-**

**ING DATE AND TIME: 08/13/14 @ 7:00 P.M. DATE OF APPLI-
CATION: 06/12/2014 BY ORDER OF: LITTLETON LICENSING AU-
THORITY. APPLICANT: AKRAM K. KAIS, 6397 S ACOMA STREET,
LITTLETON, CO REMONSTRANCES TO BE FILED WITH THE CITY
CLERK, 2255 W BERRY AVENUE, LITTLETON, CO 80120**

LITTLETON
NOTICE OF PUBLIC HEARING

Pursuant to the liquor laws of the State of Colorado, The Homestead Enterprise, Inc., doing business as Shop-N-Save, 1601 W Canal Circle, Littleton, CO, has requested the licensing officials of the City of Littleton, Colorado, to grant a 3.2% Beer Off-Premise liquor license to sell fermented malt beverages for consumption off the premises only.

The applicant is a corporation;
Akram K. Kais
6397 S Acoma Street
Littleton, CO

The public hearing on the application will be held on Wednesday, August 13, 2014 at 7:00 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.: 16231
First Publication: July 3, 2014
Last Publication: July 3, 2014
Publisher: Littleton Independent

AFFIDAVIT OF PUBLICATION

State of Colorado)ss
County of Arapahoe

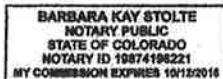
This Affidavit of Publication for the Littleton Independent, a weekly newspaper, printed and published for the County of Arapahoe, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 3rd day of July A.D., 2014, 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 Arapahoe)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me 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 this 3rd day of July A.D., 2014.



My Commission Expires 10/12/16

Notary Public,

*Oedipus, Inc.*TM
Empirical Data Services

Homestead Enterprise, Inc.

dba

Shop-N-Save

**1601 West Canal Circle
Littleton, CO 80120**

**Retail 3.2% FMB License
Off Premises Consumption**

13 August 2014

Local Licensing Authority
Littleton, Colorado

Re: Petition/Opinion Poll to Determine Needs and Desires
of the Defined Neighborhood in the Application of:

Homestead Enterprise, Inc., dba Shop-N-Save
1601 W. Canal Circle, Littleton, CO 80120
Retail 3.2% FMB License, Off Premises Consumption

- PETITION & TELEPHONE
SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS

PETITION/OPINION POLL PROCEDURE

1. Under the direction and control of Oedipus, Inc. management, the Oedipus, Inc. employee was briefed on the application.
2. The employee carried a clipboard with the following:
 - A. A map of the area denoting the proposed location of the license and the boundaries of the defined neighborhood;
 - B. Petitions allowing individuals contacted to indicate their opinion with instructions and qualifications for signing;
 - C. A stat sheet to record the opinion of those not signing and not-at-homes.
3. This petition/opinion poll was performed on Wednesday, 9 July 2041 (businesses) and Wednesday, Friday, Saturday and Sunday, 9, 11, 12 and 13 July 2014 (residences), within the neighborhood defined by the City Clerk's Office of Littleton (see maps).
4. The circulation packets have cover maps, and the areas in which each petition circulation/polling took place are outlined in highlighter. Included in this Report is a master circulation map outlining all areas where circulation/polling was conducted.
5. Individuals were contacted on a random sampling basis, were screened to identify them as parties in interest, and were asked their opinion after they had been informed of the applicant, site location, and type of license being applied for. Their opinion was either recorded on the petition format or on the stat sheet.
6. Two (2) petition packets (one packet representing businesses, two packets representing residences), together with a Summary Letter and this Report were prefiling to comply with the prefiling deadline.

PETITION/OPINION POLL RESULTS

1.	<u>Total Doorknocks:</u>	
	Not-at-Homes and/or Business Owners/Managers Not Available	383
	Not Qualified to Sign	0
	Preferred to Not Participate	16
	Parties in Interest that Participated	191
	Deleted Signatures	<u>2</u>
	Total Base Figure	592

2. Qualified Contacts:

A. Signatures and Those Not Signing

Signatures Favoring Issuance		179
Businesses	40	
Residences	139	
Not Signing/Favoring Issuance		0
Signatures Opposing Issuance		9
Businesses	0	
Residences	9	
Not Signing/Opposing Issuance		<u>3</u>
Total Contacts		191

B. Breakdown of Reasons of Signatures in Opposition:

No Need	4
Abhorrence of Alcohol	0
Religious Objections	0
Usage Objections	0
Miscellaneous Reasons	0
No Reason Given	<u>5</u>
Total Signatures	9

C.	<u>Breakdown of Signatures Favoring and Opposing:</u>			
	Favoring Issuance (Based on Needs/Desires)	179	=	93.72%
	Signatures	179		
	Not Signing	0		
	Opposing Issuance (Based on Needs/Desires)	4	=	2.09%
	Signatures	4		
	Not Signing	0		
	Abhorrence of Alcohol	3	=	1.57%
	Signatures	0		
	Not Signing	3		
	Religious Objections	0	=	0.00%
	Signatures	0		
	Not Signing	0		
	Usage Objections (Commercial, Traffic, Parking, Crime)	0	=	0.00%
	Signatures	0		
	Not Signing	0		
	Other Miscellaneous Reasons	0	=	0.00%
	Signatures	0		
	Not Signing	0		
	No Reason Given	<u>5</u>	=	<u>2.62%</u>
	Signatures	5		
	Not Signing	0		
	Total Base Figure	191	=	100.00%
3.	<u>Needs and Desires Signatures:</u>			
	Signatures Favoring Issuance (Based on Needs/Desires)	179		
	Favoring Issuance/Not Signing (Based on Needs/Desires)	0 }	179 =	97.81%
	Signatures Opposing Issuance (Based on Needs/Desires)	4		
	Opposing Issuance/Not Signing (Based on Needs/Desires)	0 }	<u>4</u> =	<u>2.19%</u>
	Total Base Figure	183	=	100.00%

The petition packets are presented as follows: Cover map, petitions, and affidavit.

#1 & #2 / Michael Francis / Businesses & Residences

CATEGORIES OF SIGNATURES IN OPPOSITION

NN NEEDS & DESIRES CRITERIA:

Individuals opposed to the license application based on needs and desires criteria per the Colorado Liquor/Beer Codes (currently existing licensed establishments of a same or similar type of license now located within the defined neighborhood are meeting the reasonable requirements of the adult inhabitants of the defined neighborhood at this time).

NON NON-USAGE OF ALCOHOL / ABHORRENCE OF ALCOHOL:

Individuals opposed to the license application because they do not drink alcohol beverages, do not approve of alcohol consumption, and/or abhor alcohol.

RO RELIGIOUS OBJECTIONS:

Individuals opposed to the license application based on religious beliefs/reasons.

OBJ USAGE OBJECTIONS:

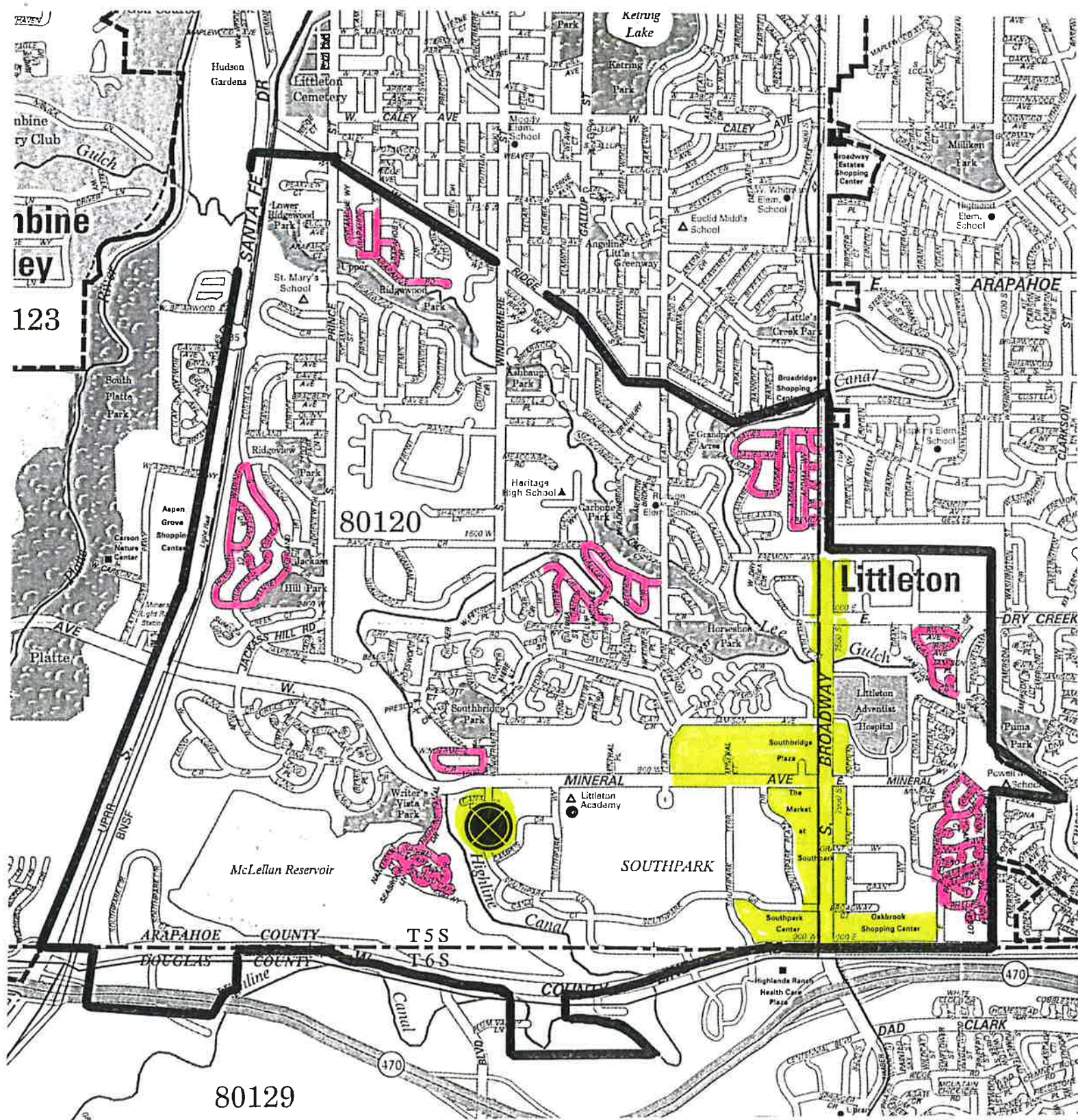
Individuals opposed to the license application because of their fear or concern for the potential of parking problems, traffic problems, crime, noise, littering, undesirable people drawn to the area, loss of property value; or individuals who opposed this type of business or applicant, any type of commercial usage in the neighborhood, any new growth in the neighborhood; or, individuals who think this type of business (if issued a liquor/beer license) should not be located near a residential neighborhood, church, or school, etc.; or, individuals who opposed because they are against any alcohol service at this type of facility, location, or atmosphere; or, individuals who favor the service of beer and wine but oppose the service of distilled spirits (on H&R applications).

MS MISCELLANEOUS OBJECTIONS:

Individuals opposed to the license application for other miscellaneous reasons to include: fear or concern for the possibility of drunk drivers in the area, fear or concern of resulting behavioral problems, individuals who would purchase alcohol beverages then drink and drive, sales to minors/underaged drinking, the location becoming a teen hang-out and the problems that can arise from this, and the effect it could have on family values or their family in general because they have young children or teens; or, individuals who opposed because competition is not desired or how said business may affect the livelihood of existing businesses; or, individuals who compared the “needs and desires” criteria to existing licensed outlets other than the type of license applied for.

NR NO REASON GIVEN:

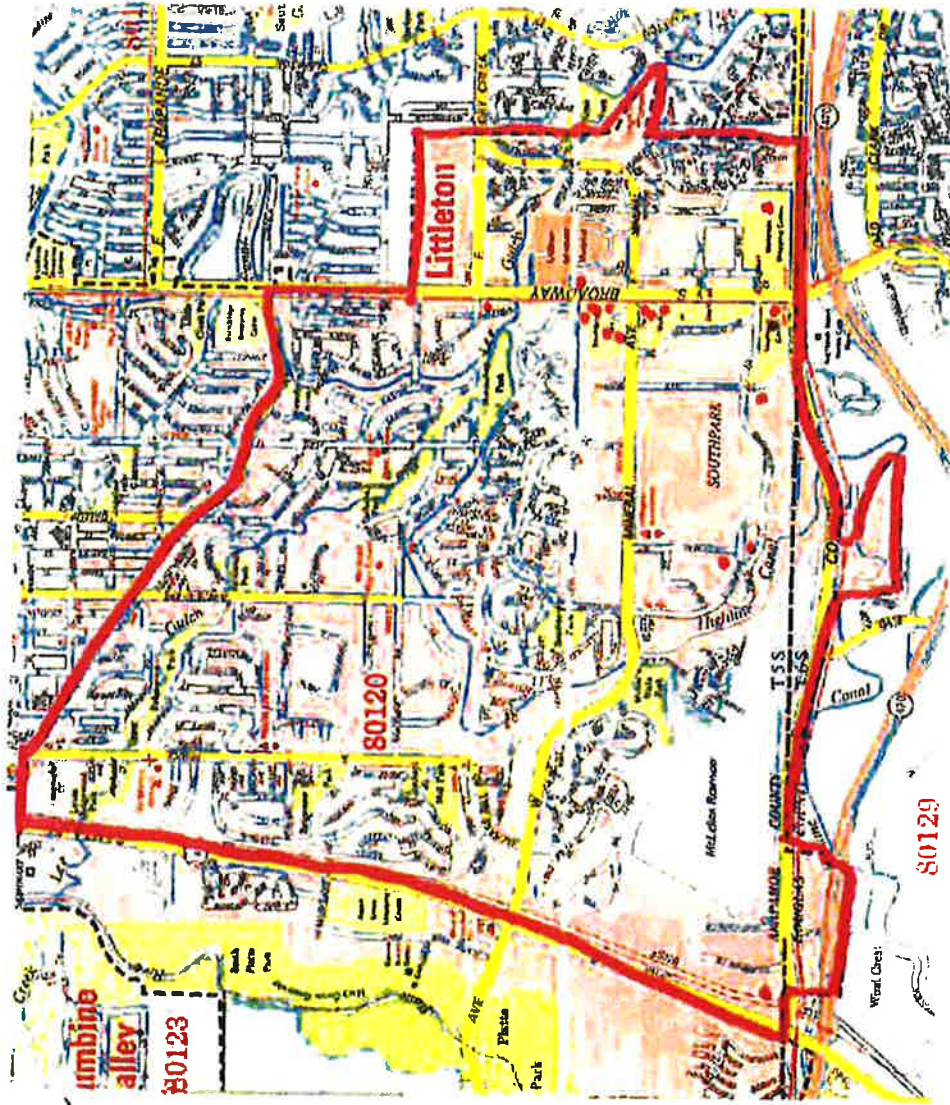
Individuals who preferred to not state a reason for opposing.



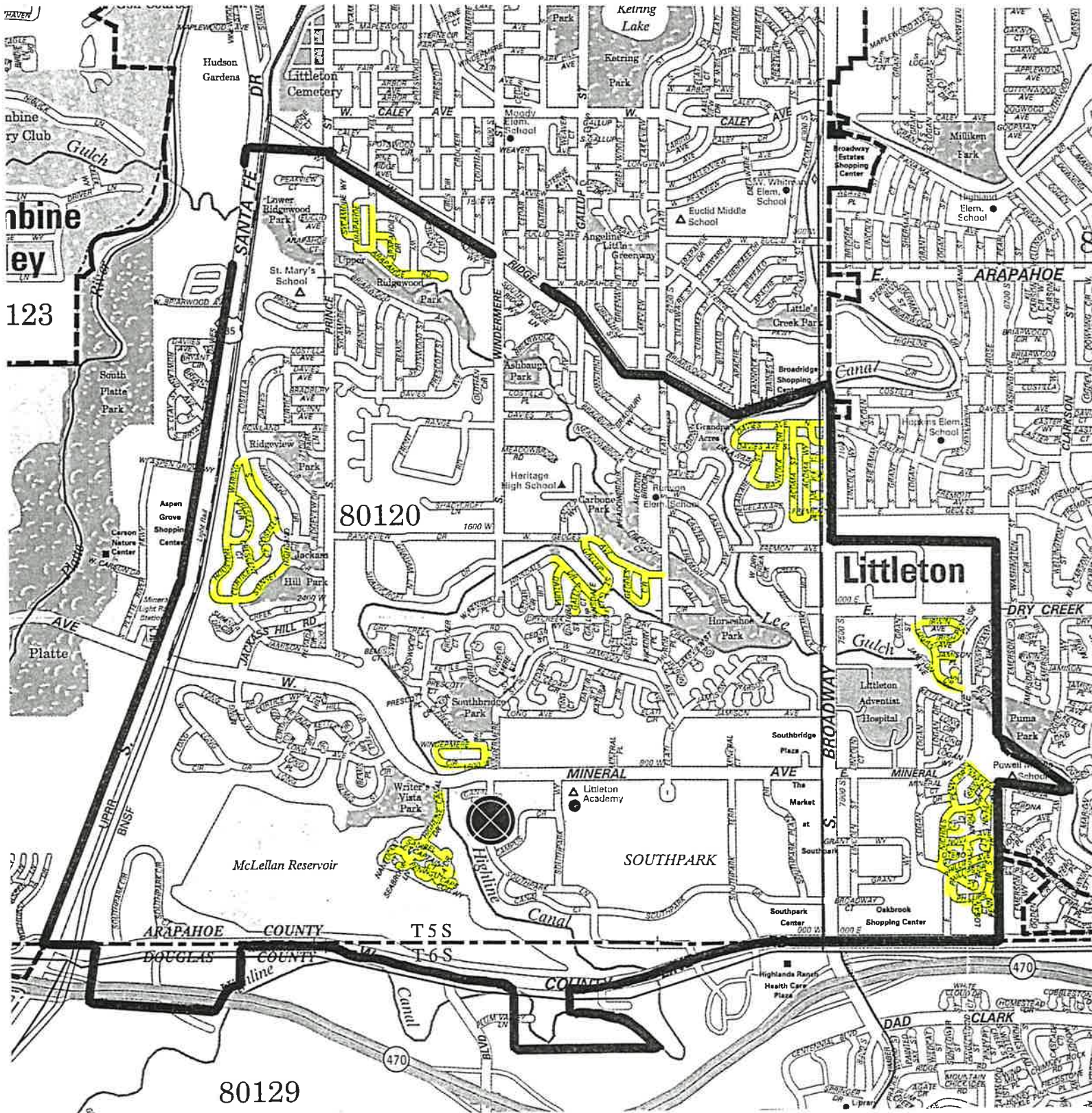
● - BUSINESSES ● - RESIDENCES

APPLICANT/TRADE NAME:	HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
LOCATION:	1601 WEST CANAL CIRCLE, LITTLETON, CO 80120
APPLICATION FOR:	RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
PUBLIC HEARING:	WEDNESDAY, 13 AUGUST 2014, 7:00 P.M., COUNCIL CHAMBERS, LITTLETON CENTER, 2255 WEST BERRY AVENUE, LITTLETON, CO
DEFINED NEIGHBORHOOD:	AREA DEFINED BY THE CITY CLERK'S OFFICE OF LITTLETON

Homestead Enterprise, Inc.
d/b/a Shop-N-Save
1601 W. Canal Circle
Littleton, CO 80120



RESIDENTIAL PETITIONS



APPLICANT/TRADE NAME:
LOCATION:
APPLICATION FOR:
PUBLIC HEARING:
DEFINED NEIGHBORHOOD:

HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
1601 WEST CANAL CIRCLE, LITTLETON, CO 80120
RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
WEDNESDAY, 13 AUGUST 2014, 7:00 P.M., COUNCIL CHAMBERS, LITTLETON CENTER, 2255 WEST BERRY AVENUE, LITTLETON, CO
AREA DEFINED BY THE CITY CLERK'S OFFICE OF LITTLETON

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

APPLICANT/TRADE NAME: HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
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DEFINED NEIGHBORHOOD: AREA WITH BOUNDARIES DEFINED BY CITY CLERK'S OFFICE (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **RETAIL 3.2% FMB LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **RETAIL 3.2% FMB LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application.
[**] If you **oppose and do not support** this application for a **RETAIL 3.2% FMB LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47. The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **RP, Colleen Norton, Deputy City Clerk, Littleton, CO (303) 795-3780**

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	TODAY'S DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Lisa Gordon	Lisa Gordon	7819 S. Windermere Cir	58	7/9/14	✓		
2.	ANDY CACCIAN		7807 S. Windermere Cir	28	7/9/14	✓		
3.	Keith Tellus		7882 S. Windermere Cir	49	7-9-14	✓		
4.	Ed Oke	Ed Oke	7875 S. Windermere Cir	60	7-9-14	✓		
5.	Tom Brabec	Tom Brabec	7873 S. Windermere Cir	28	7-9-14	✓		
6.	Carole V. Kastler	Carole V. Kastler	7860 S. Windermere Cir	56	7-9-14	✓		
7.	Michael Kastler	Michael Kastler	7851 S. Windermere Cir	53	7-9-14	✓		
8.	Alvin Turner		7847 S. Windermere Cir	21	7/9/14	✓		
9.	Eddie Lucas	Eddie Lucas	7828 S. Windermere Cir	39	7/14/14	✓		
10.	Jeff Slough	Jeff Slough	7822 S. Windermere Cir	53	7/9/14	✓		
11.	Paul Clapper	Paul Clapper	8363 S. Peninsular Dr	67	7/9/14	✓		
12.	R. Gunnars	R. Gunnars	9291 Peninsular Dr	73	7-9-14	✓		
13.	W. Anthony	W. Anthony	1852 W. Cape Cod Way	66	7/9/14	✓		
14.	G. Peyron	G. Peyron	1864 W. Cape Cod Way	77	7-9-14	✓		
15.	Linda Smith	Linda Smith	8292 S. Peninsular Dr	65	7-9-14	✓		
















PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

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1.		Dan Specht	8312 S. Pennington Dr	77	7-9-14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.		Paul Hansen	702 E. Nichols Dr	56	7-11-14	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No need
3.		Jeanie Hutton	8028 S. Penn Ct	55	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.		Julie Anton	762 E. Nichols Dr	50	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.		Aidan Sarmast	752 E. Nichols Dr.	70	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.		Edison Sarmast	752 E. Nichols Dr	75	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.		Tim Robertson	501 E. Nichols Dr.	30	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.		David L. Schwiser	8095 S. Logan Dr	56	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.		Michael Boardman	8036 S. Logan Dr	31	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.		Brittany Pauliver	8036 S. Logan Dr.	28	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11.		Kelly Rayl	7906 S. Logan Dr	47	7-11-2014	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12.		Leni B. Schoepke	753 E. Nova Ave	69	7-11-2014	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13.		Nathan Schoepke	753 E. Nova Ave	65	7-11-14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14.		Holly W. Wabman	603 E. Nova Ave	53	7/11/14	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.		David Jackson	7943 S. Pennington Dr	36	7/11/14	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No need




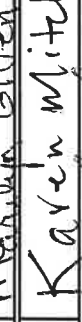









PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

APPLICANT/TRADE NAME: HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
 APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
 LOCATION: 1601 WEST CANAL CIRCLE, LITTLETON, CO 80120
 PUBLIC HEARING: WEDNESDAY, 13 AUGUST 2014, 7:00 P.M., COUNCIL CHAMBERS, LITTLETON CENTER, 2255 WEST BERRY AVENUE, LITTLETON, CO
 DEFINED NEIGHBORHOOD: AREA WITH BOUNDARIES DEFINED BY CITY CLERK'S OFFICE (SEE MAP)

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PETITION ISSUE: [*] If you **favor and support** this application for a **RETAIL 3.2% FMB LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **RETAIL 3.2% FMB LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please write in your reason why you favor this license application.
 [**] If you **oppose and do not support** this application for a **RETAIL 3.2% FMB LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **RP, Colleen Norton, Deputy City Clerk, Littleton, CO (303) 795-3780**

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	TODAY'S DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		DAN LOGAN	7531 S. LOGAN	71	7-11-14	<input checked="" type="checkbox"/>		
2.		Sandra Zapata	451 E Iron Ave	34	7-11-14	<input checked="" type="checkbox"/>		
3.		Kim Clark	586 E Jamison Pl	50	7-11-14	<input checked="" type="checkbox"/>		
4.		Marilyn Givens	448 E Jamison Ave	21+	7/11/14	<input checked="" type="checkbox"/>		
5.		Karen Mitchell	6698 S. Hill St	64	7/12/14	<input checked="" type="checkbox"/>		
6.		Rick Shay	6631 S Hill St	60	7/12/14	<input checked="" type="checkbox"/>		
7.		Michael Woolfall	6622 S Hill Way	60	7/12/14	<input checked="" type="checkbox"/>		> as per uncertain
8.		Joana Barry	6641 S Hill Way	67	7-12-14	<input checked="" type="checkbox"/>		
9.		Joanna Barry	6641 S Hill Way	67	7-12-14	<input checked="" type="checkbox"/>		
10.		Harry Vohl	6651 S Hill Way	73	7-12-14	<input checked="" type="checkbox"/>		
11.		Samantha Schreiner	9107 W Chestnut Ave	41	7-12-14	<input checked="" type="checkbox"/>		
12.		MARY SCHREINER	6672 S Hill Way	63	7-12-14	<input checked="" type="checkbox"/>		
13.		Joe Witek	6681 S Hill Way	55	7-12-14	<input checked="" type="checkbox"/>		
14.		Susan Miller	6681 S Hill Way	57	7-12-14	<input checked="" type="checkbox"/>		
15.		Julie Fryberger	6662 S Hill Way	21+	7-12-14	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

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1.	Kathleen Fischer	Kathleen Fischer	6653 S. Sycamore	77	7-12-14	✓		
2.	D Bixenman	Danlyn Bixenman	6623 S Sycamore st	21+	7-12-14	✓		
3.	Kathy Stults	Kathy Stults	66004 S. Sycamore St.	21+	7-12-14	✓		
4.	Gregory H. Thompson	Gregory H. Thompson	6653 S. Sycamore St	21+	7-12-14	✓		
5.	Phil Lutz	Phil Lutz	6503 S. Sycamore	65	7-12-14	✓		
6.	Alia Mohn	Alia Mohn	6403 S. Sycamore	21+	7-12-14	✓		
7.	Eric Wilson	Eric Wilson	2307 W Caley Pl	35	7/12/14	✓		
8.	Treena P	Treena Fulton	2257 W Caley Pl	35	7/12/14	✓		
9.	Guy Starnal	Guy Starnal	6796 S Sycamore	53	7/12/14	✓		
10.	Tim Michael Macken	Tim Michael Macken	2152 W Caley Ave	54	7/12/14	✓		
11.	Kelley Wegerd	Kelley Wegerd	6580 S Hill St	45	7/12/14	✓		
12.	Michael A. Moe	Michael Moe	2172 W. Ridge Rd	59	7/13/14	✓		
13.	Miles Cole	Miles Cole	6558 S. Hill St	22	7/12/14	✓		
14.	Richard Hofmann	Richard Hofmann	6473 S. Sycamore St	62	7/12/14	✓		
15.	Jim Todd	Jim Todd	2348 S. Ridge Rd	81	7/12/14	✓		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

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 APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	TODAY'S DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	<i>Cathy Weaver</i>	CATHY WEAVER	1075 W. HINSDALE CT	53	7-12-14	X		
2.	<i>Garry West</i>	GARRY WEST	356 W. DAVIES AVE. N.	67	7-13-14	X		
3.	<i>Beth Norton</i>	Beth Norton	332 W. Davie Ave. S.	48	7-13-14	X		
4.	<i>Carla Wyvack</i>	Carlena Wyvack	1286 S Bannock Ave	40	7-13-14	X	X	
5.	<i>Margaret Seeman</i>	Margaret Seeman	7289 S Bannock Drive	56	7-13-14	X		
6.	<i>Donald M. Alvarado</i>	Donald M. Alvarado	232 W. DAVIES AVE S.	69	7-13-14	X		
7.	<i>B.F. Hansen</i>	B F F. Hansen	7306 S. Bannock Dr	77	7-13-14	X		
8.	<i>Keith Norton</i>	KEITH NORTON	7315 S. Bannock Dr	57	7/13/14	X		
9.	<i>Tennifer Kernan</i>	Tennifer Kernan	7365 S Bannock Dr	60	7/13/14	X		
10.	<i>Kailay Jones</i>	Kailay Jones	7332 S Delaware St	34	7/13/14	X		
11.	<i>A. McGreal</i>	A. McGREAL	7182 S. Acoma St.	54	7/13/14	X		
12.	<i>Debbie McGeen</i>	Debbie McGeen	7182 S Acoma St	57	7/13/14	X		
13.	<i>Marlene Daines</i>	Marlene Daines	7282 S. Acoma St.	75	7/13/14	X		
14.	<i>Donald Daines</i>	GERARD DAINES	7282 S. Acoma St	81	7/13/14	X		
15.	<i>Cindy Jones</i>	Cindy Jones	45 W. Firemont Pl	21	7-13-14	X		
















PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

APPLICANT/TRADE NAME: HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
 APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
 LOCATION: 1601 WEST CANAL CIRCLE, LITTLETON, CO 80120
 PUBLIC HEARING: WEDNESDAY, 13 AUGUST 2014, 7:00 P.M., COUNCIL CHAMBERS, LITTLETON CENTER, 2255 WEST BERRY AVENUE, LITTLETON, CO
 DEFINED NEIGHBORHOOD: AREA WITH BOUNDARIES DEFINED BY CITY CLERK'S OFFICE (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor and support** this application for a **RETAIL 3.2% FMB LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this **RETAIL 3.2% FMB LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the requested license, and please **write** in your reason why you favor this license application.
 [**] If you **oppose and do not support** this application for a **RETAIL 3.2% FMB LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this license application.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: **RP. Colleen Norton, Deputy City Clerk, Littleton, CO (303) 795-3780**

	SIGNATURE	PRINTED NAME	ADDRESS	AGE	TODAY'S DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Samuel J. Keiffer	2255 S. Acoma Way	47	7/13/14	✓		
2.		Annie Keiffer	2255 S. Acoma Way	45	7/13/14	✓		
3.		Luke Osborn	2244 S Acoma Pl	26	7/13/14	✓		
4.		Pharis Grant	2166 S Acoma Cir	53	7/13/14	✓		
5.		Jake Hurt	7116 S. Acoma	29	7/13/14	✓		
6.		Ram Noji	7104 S Acoma	28	7/13/14	✓		
7.		Cynthia Bush	7565 S Elati	61	7/13/14	✓		
8.		Megan Dietz	745 W. Elati	21+	7/13/14	✓		
9.		Cordae Lathan	7585 S Elati	21+	7-13-14	✓		
10.		Peter Rana	7585 S. Elati	24	7/13/14	✓		
11.		Chris Dickz	785 W. Elati Cir	49	7-13-14	✓		
12.		Sue Kenner	734 W. Elati Cir	48	7-13-14	✓		
13.		Maria Bocchino	714 W Elati Cir	51	7-13-14	✓		
14.		Kenneth W. Ensey	713 W. Elati Cir	67	7/13/14	✓		
15.		George Kern	733 W. Elati Cir	68	7/13/14	✓		
















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1.		Sam Anton	2473 W. Sunset Dr.	48	7/13/14	✓		
2.		Hari DelleKah	2457 W. Sunset Dr.	50	7/13/14	✓		
3.		Jan Stenbroeker	2437 W. Sunset Dr.	61	7/13/14	✓		
4.		Vinu Harman	7453 S. Centere Ct	50	7/13/14	✓		
5.		Jeff Schiller	2451 S. CURTIS CT	42	7/13/14	✓		
6.		Mike Galligan	2402 S. Crescent Ct.	43	7/13/14	✓		
7.		Rob Humbert	7473 S. Curtis Ct	55	7/13/14	✓		
8.		Susan Sharp	2477 S. Summer Cir	50	7/13/14	✓		
9.		Pete Kovey	2522 W. Dry Creek Ct	55	7/13/14		✓	No need
10.		Jeff Nowick	2592 Dry Creek Court	52	7-13-14	✓		
11.		D. A. Edwards	2592 Dry Creek Ct.	69	7.13.14	✓		
12.		Jackie Edwards	2592 Dry Creek Ct.	69	7-13-14	✓		
13.		Judy Wiseman	2594 Dry Creek Ct.	67	7-13-14		✓	
14.		Richard Campbell	2931 W. Lang. Dr. unit 1	71	7-13-14	✓		
15.		Nathan A. Schuster	7966 S. Berry St	28	7/13/14	✓		
















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1.		Suzanne Savage	1013 W. Geddes Ave	+21	7/13/14	X		
2.		Holly Hansen	839 W. Geddes Circle	+21	7/13/14	X		
3.		STEPHEN WILLIAMS	8337 W. Geddes Circle	+21	7/13/14	X		
4.		Robert Mangione	878 W. Geddes Cir	+21	7/13/14	X		
5.		Mary Swartz	7490 S. Gallup St	+21	7/13/14	X		
6.		Kim Cowfield	8450 S. Gallup St	+21	7/13/14	X		
7.		Eileen Benison	7444 S. Gallup Way	+21	7/13/14		X	
8.		Matthew Reavers	7472 S. Gallup Way	+21	7/13/14	X		
9.		Dianna McCabe	7520 S. Gallup St	+21	7/13/14	X		
10.		Kelly Shiller	7560 S. Gallup St.	+21	7/13/14	X		
11.		Stephen Shiller	7560 S. Gallup St	+21	7/13/14	X		
12.		Katie Pawish	7585 S. Gallup St	+21	7/13/14	X		
13.		Taffin WIPKER	2477 W. Sunset Dr Littleton CO	+21	07/13/2014	X		
14.		Sandra Sprunt	2479 W. Sunset Dr Littleton CO	+21	7/13/2014	X		
15.		Jesse Truber	2466 W. Sunset Dr Littleton CO	+21	7/13/14	X		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

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	SIGNATURE	PRINTED NAME	ADDRESS	AGE	TODAY'S DATE	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	<i>Caleb Ballini</i>	Caleb Wilkins	2783 W. Long Dr. Unit C	27	July 13, 2014	✓		
2.	<i>Dorothy Boyle</i>	Dorothy Boyle	2723 C. W. Long Dr.	65	7/13/14	✓		
3.	<i>Deborah Rudy</i>	Deborah Rudy	2713 B West Long Dr	214	7/13/14	✓		
4.	<i>Matthew</i>	Matthew Lewis	2743 W Long Dr Apt A	53	7/13/14	✓		
5.	<i>Rob</i>	Rob Seely	2753 W Long Dr Apt A	59	7-13-14	✓		
6.	<i>E. Dack</i>	E Dack	3000 W. Long Dr #C	217	7/13/14	✓		
7.	<i>B. Bucher</i>	Buddie BECKER	3002 A West Lode Dr	80	7/13/14	✓		
8.	<i>Mr. W. Elton</i>	Mr. W. Elton	3002 W Long Dr.	76	7/13/14	✓		
9.	<i>Mary W. Elton</i>	MARY WELTON	3002 W. Long Drive	76	7/13/14	✓		
10.	<i>Ila L. Prentiss</i>	Ila L. Prentiss	2994 W. Long Dr. A	214	7/13/14		✓	No need
11.	<i>Larry M. Elton</i>	Larry M. Elton	2984 W. Long Dr. B	214	7/13/14	✓		
12.	<i>Glen L. Emerson</i>	Glen L. Emerson	2993 W Long Dr A	70	7/13/14	✓		
13.	<i>Doris Korman</i>	Doris Korman	2997 C W Long Dr	214	7/13/14	✓		
14.	<i>Cheryl W. Chipman</i>	CHERYL W CHIPMAN	2931-A W. Long Dr	214	7/13/14	✓		
15.	<i>Steph Vagstad</i>	Steph Vagstad	2541 W. Long Dr Apt A	25	7/13/14	✓		Keep Sanitation

HOMESTEAD ENTERPRISE, INC., dba)
SHOP-N-SAVE)
)
1601 W. CANAL CIRCLE) AFFIDAVIT
LITTLETON, CO 80120)
)
RETAIL 3.2% FMB LICENSE)
OFF PREMISES CONSUMPTION)

I, MICHAEL W. FRANCIS, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application (pursuant to Section 12-470308, C.R.S. [recodified], of the Colorado Liquor Code, and/or Section 12-46-104(3), C.R.S. [recodified], of the Colorado Beer Code.

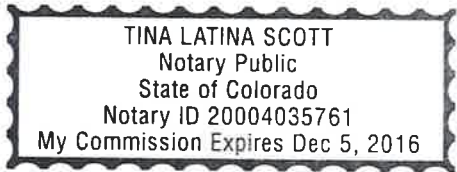
FURTHER THE AFFIANT SAYETH NOT.

Michael W. Francis
CIRCULATOR

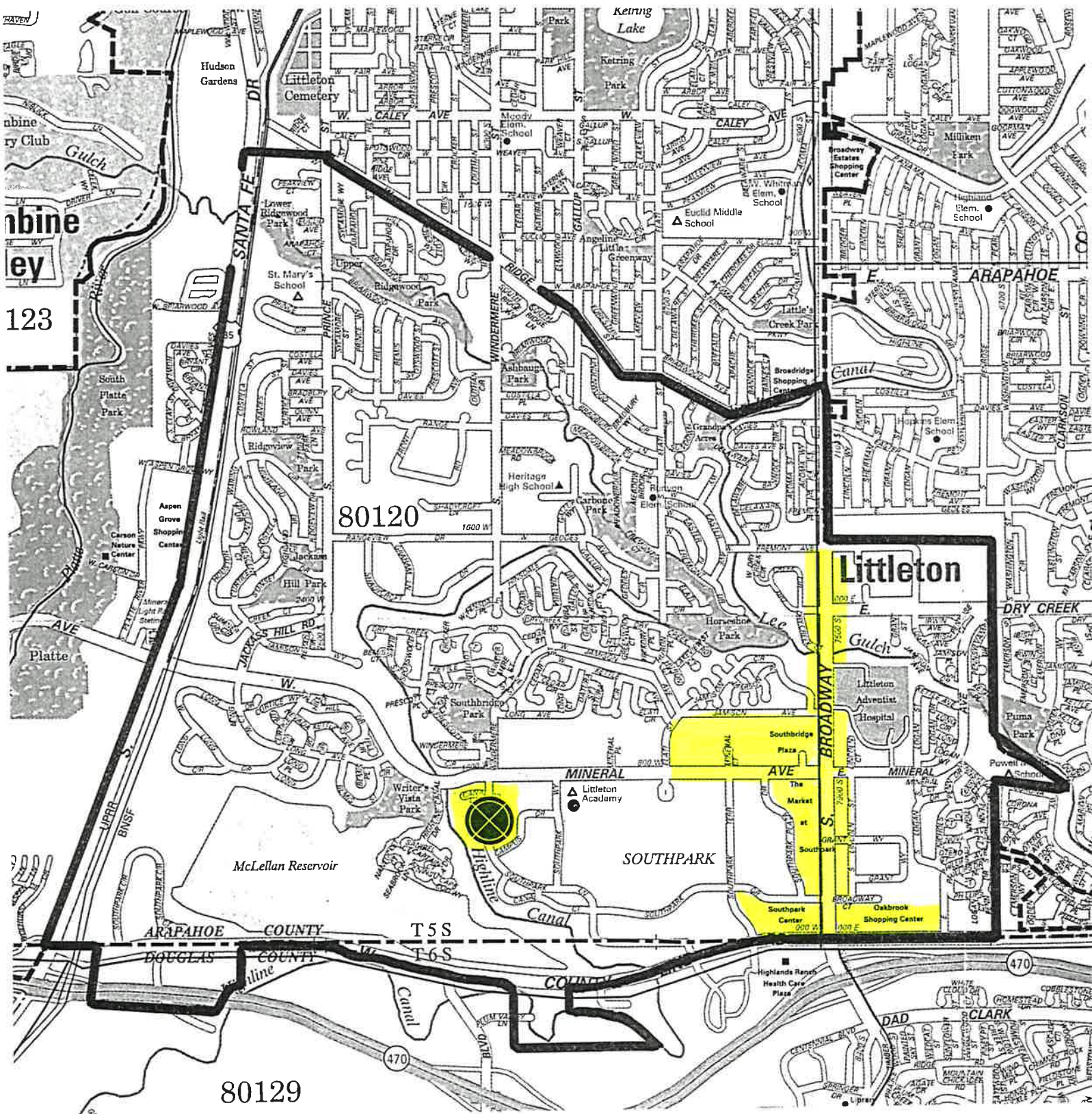
STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 16TH day of JULY, 2014.

Tina Latina Scott
NOTARY PUBLIC
Tina Latina Scott
P.O. Box 1012, Lafayette, CO 80026

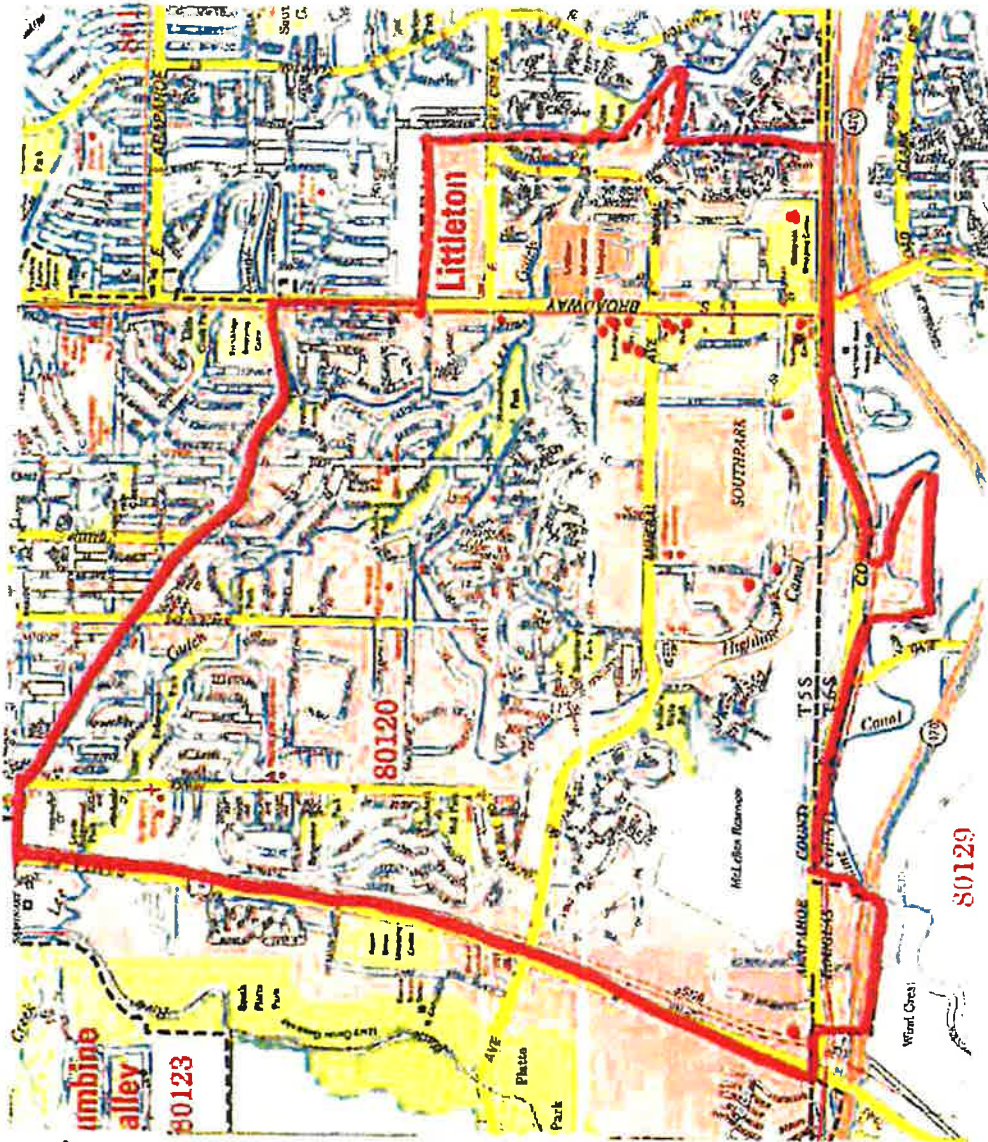


BUSINESS PETITIONS



APPLICANT/TRADE NAME:	HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
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Homestead Enterprise, Inc.
d/b/a Shop-N-Save
1601 W. Canal Circle
Littleton, CO 80120



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	SIGNATURE	TITLE (Owner/Manager)	BUSINESS NAME	BUSINESS ADDRESS	Age	Date w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.		Manager	Southbridge Cleaners	151 W. Mineral Ave Littleton, CO 80120	55	7/9/14	<input checked="" type="checkbox"/>		
2.		owner	Pangehe Hair Studio	151 west mineral Ave, Littleton, Colo	44	7/9/14	<input checked="" type="checkbox"/>		
3.		general manager	Jimmy John's	91 W. Mineral Littleton, CO 80120	21	7/9/14	<input checked="" type="checkbox"/>		
4.		Manager	Baskin Robbins	91 W Mineral Ave	22	7/9/14	<input checked="" type="checkbox"/>		
5.		manager	Timons	2889 Solenida Ct	63	7/9/14	<input checked="" type="checkbox"/>		
6.		owner	David's Bevans	7889 S. Lincoln Ct	60	7/9/14	<input checked="" type="checkbox"/>		
7.		Owner	Chicago	7861 S. Broadway	41	7/9/14	<input checked="" type="checkbox"/>		
8.		General Manager	UFC Gym	8023 S. Broadway	43	7/9/14	<input checked="" type="checkbox"/>		
9.		owner	Shoe Repair	7989 S. Broadway	60	7/9/14	<input checked="" type="checkbox"/>		
10.		owner	Brian's metal	7987 S Broadway	46	7-9-14	<input checked="" type="checkbox"/>		

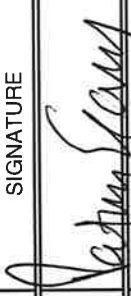









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SIGNATURE	TITLE (Owner/Manager)	BUSINESS NAME	BUSINESS ADDRESS	Age	Date w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
	Manager	7983 S Broadway	7983 S B AUBIS	47	7/9/14	<input checked="" type="checkbox"/>		
	Manager	Little Basil	7923 S Broadway	27	7/9/14	<input checked="" type="checkbox"/>		
	Owner	The RAV House	198 W Minn Ave #140	58	7/9/14	<input checked="" type="checkbox"/>		
	Manager	The Garlic Knot	1621 Canal Cir	24	7/9/14	<input checked="" type="checkbox"/>		
	Manager	Donette's Pizzeria	3 West Dry Creek Cir	42	7/9/14	<input checked="" type="checkbox"/>		
	Manager	Instruction Radiation Oncology	6 W Dry Creek Cir	58	7/10/14	<input checked="" type="checkbox"/>		
	Office Manager	Edward Jones	8 W Dry Creek Circle	62	7-10-14	<input checked="" type="checkbox"/>		
	Manager	PDA	1600 west mineral Ave.	58	7-10-14	<input checked="" type="checkbox"/>		
	Owner	Starz Farm	1621 W Canal Cir	64	7-10-14	<input checked="" type="checkbox"/>		
	Owner	Small World Learning Center	1611 W Canal Cir Littleton CO 80120	44	7/10/14	<input checked="" type="checkbox"/>		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

APPLICANT/TRADE NAME: HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
APPLICATION FOR: RETAIL 3.2% FMB LICENSE [To sell 3.2% beer, in sealed containers as a grocery item, to be consumed OFF the licensed premises only]
LOCATION: 1601 WEST CANAL CIRCLE, LITTLETON, CO 80120
PUBLIC HEARING: WEDNESDAY, 13 AUGUST 2014, 7:00 P.M., COUNCIL CHAMBERS, LITTLETON CENTER, 2255 WEST BERRY AVENUE, LITTLETON, CO
DEFINED NEIGHBORHOOD: AREA WITH BOUNDARIES DEFINED BY CITY CLERK'S OFFICE (SEE MAP)

INSTRUCTIONS/QUALIFICATIONS: (1) Must be 21 years of age or older and a resident of the defined neighborhood [SEE MAP]; (2) OR, Must be Owner or Manager of business located within the defined neighborhood and be 21 years of age or older; (3) Must sign in presence of petition circulator and may only sign for this matter one time; and (4) Must sign own given name [first name or first initial and last name]. No individual may sign for another individual.

PETITION ISSUE: [*] If you **favor** and **support** this application for a **RETAIL 3.2% FMB LICENSE** because it is your opinion the reasonable requirements of the adult inhabitants of the defined neighborhood (see map) are not now being adequately served by existing businesses that hold the same or similar type of license now doing business in the defined neighborhood, and it is your desire this application for a **RETAIL 3.2% FMB LICENSE** be **issued**, please sign and check the **favor** [*] column to **grant** the request, and please write in your reason why you favor this requested amendment. [**] If you **oppose** and **do not support** this application for a **RETAIL 3.2% FMB LICENSE**, please sign and check the **oppose** [**] column, and please write in your reason why you oppose this requested amendment.

This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Ms. Colleen Norton, Deputy City Clerk, Littleton, CO (303) 795-3780

	SIGNATURE	TITLE (Owner/Manager)	BUSINESS NAME	BUSINESS ADDRESS	Age	Date w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Kim Smalley	VP Operations	Medical Sales College	8040 Southpark	21+	7/10/14	✓		
2.	Lori Todd	off mgr	Tand Services Sol	8080 Southpark Ln	53	7/10/14	✓		
3.	Stephanie Jagged	Office Manager	Sterling Seismic Services Ltd	8122 Southpark Lane Suite 207	56	7/10/14	✓		
4.	Donna Stoen	Program Mgr.	MNSI	8122 Southpark Ln Suite 100	39	7/10/14	✓		
5.	am3 wmc	office Mgr	EVO, Inc.	1501 W. Campus Dr. Unit N	43	7-10-14	✓		
6.	Laura Orfesto	Office mgr	Littleton KE Company	1501 W. Campus Dr. Unit #M	50	7/10/14	✓		
7.	Grace Beck	Owner	Adaptive Properties	1501 W. Campus Dr. Suite J	51	7-10-14	✓		
8.	Kristen Leach	Office Mgr	Denver Healthcare & Spine Center	1501 W. Campus Dr. Unit I	25	7-10-14	✓		
9.	Theresa Jube	OFF Mgr.	HRL Design	1501 W Campus	45	7-10-14	✓		
10.	Michelle W. Kahan	MANAGER	INNOVATIVE HOME SYSTEM	1501 W CAMPUS	64	7-10-14	✓		

PETITION TO THE LOCAL LICENSING AUTHORITY OF LITTLETON, COLORADO

APPLICANT/TRADE NAME: HOMESTEAD ENTERPRISE, INC., dba SHOP-N-SAVE
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This petition/opinion poll is being conducted to determine the reasonable requirements, needs, & desires of the adult inhabitants of the defined neighborhood per C.R.S. 12-46 and/or C.R.S. 12-47, The Colorado Beer and Liquor Codes, and per local licensing authority rules/procedures. If you think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call: Ms. Colleen Norton, Deputy City Clerk, Littleton, CO (303) 795-3780

	SIGNATURE	TITLE (Owner/Manager)	BUSINESS NAME	BUSINESS ADDRESS	Age	Date w/ year	FAVOR	OPPOSE	REASON WHY YOU FAVOR OR OPPOSE THIS APPLICATION
1.	Judie Hayes	Owner	Absolute Fine	1501 W. Campus Littleton, CO	24plus	7/10/14	<input checked="" type="checkbox"/>		
2.	Barbara Moore	Officer Mgr	Science Matters	1301 W. Camp B2	21+	7/10/14	<input checked="" type="checkbox"/>		
3.	Chris Gray	Mgr	Highlands Creek	151 W Mineral Ave	48	7/10/14	<input checked="" type="checkbox"/>		
4.	Jim Ziegler	Mgr	Toy Doctor	2061 S Broadway	22	7/10/14	<input checked="" type="checkbox"/>		
5.	Sam Ziegler	Owner	Farmers	8061 S Broadway	36	7/10/14	<input checked="" type="checkbox"/>		
6.	Pat Se	MGR	ENTERPRISE	8061 S BROADWAY	26	7/10/14	<input checked="" type="checkbox"/>		
7.	Pat Se	MGR	Quiklane	9252 S Broadway	22	7/11/14	<input checked="" type="checkbox"/>		
8.	Pat Se	MGR	AN Ford	6252 S Broadway	35	7-11-14	<input checked="" type="checkbox"/>		
9.	Pat Se	Owner	Pride Auto Care	8080 S. Broadway	45	7/10/14	<input checked="" type="checkbox"/>		
10.	Pat Se	Mgr	Midas	8050 S. Broadway	21+	7/11/14	<input checked="" type="checkbox"/>		

HOMESTEAD ENTERPRISE, INC., dba)
SHOP-N-SAVE)
)
1601 W. CANAL CIRCLE) AFFIDAVIT
LITTLETON, CO 80120)
)
RETAIL 3.2% FMB LICENSE)
OFF PREMISES CONSUMPTION)

I, MICHAEL W. FRANCIS, an employee of Oedipus, Inc., circulated petition(s) in the above matter;

THAT I explained to potential signers of the petition the type of license being applied for, the proposed license location, the applicant’s name and tradename (if applicable), the survey issue and the qualifications for signing the petition;

THAT I gave signers of the petition the opportunity to read, or have read to them, the petition in its entirety and understand its meaning;

THAT I personally witnessed each signature appearing on the attached petition(s);

THAT to the best of my knowledge, the information (name, address, age) written on the petition by the individual signing same is true and valid;

THAT no promises, threats, or inducements were made on my part in the presentation of this petition;

THAT each signature was voluntarily given; and

THAT I personally have no financial interest or equity in the establishment named in this application (pursuant to Section 12-470308, C.R.S. [recodified], of the Colorado Liquor Code, and/or Section 12-46-104(3), C.R.S. [recodified], of the Colorado Beer Code.

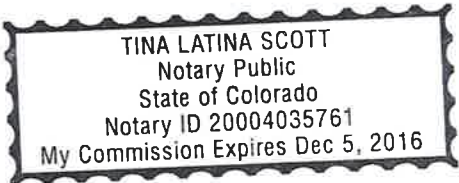
FURTHER THE AFFIANT SAYETH NOT.

Michael W. Francis
CIRCULATOR

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 16th day of JULY, 2014.

Tina Latina Scott
NOTARY PUBLIC
Tina Latina Scott
P.O. Box 1012, Lafayette, CO 80026



LITTLETON LIQUOR AUTHORITY

PUBLIC HEARING ROSTER

(This roster is being circulated to assist the Liquor Authority in weighing public opinion on this issue, to assist the Chairperson in conducting the meeting, and generally to promote a fair and orderly hearing.) ****INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES AND INDIVIDUALS REPRESENTING GROUPS WILL BE LIMITED TO 10 MINUTES****

SUBJECT: Hotel & Restaurant Liquor License – *New*: THE HOMESTEAD ENTERPRISE, INC.; D/B/A SHOP-N-SAVE; 1601 W CANAL CIRCLE; LITTLETON, COLORADO

DATE: August 13, 2014

[illegible]

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 4**

4
5 **Series, 2014**

6
7 **A RESOLUTION OF THE LICENSING AUTHORITY OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING THE APPLICATION OF THE**
9 **HOMESTEAD ENTERPRISE, INC., D/B/A SHOP-N-SAVE, 1601 WEST**
10 **CANAL CIRCLE, LITTLETON, COLORADO, COUNTY OF**
11 **ARAPAHOE, FOR A 3.2% OFF-PREMISE LIQUOR LICENSE.**
12

13 **WHEREAS**, The Homestead Enterprise, Inc., d/b/a Shop-N-Save, 1601 West
14 Canal Circle, Littleton, Colorado, has filed an application for a 3.2% Off-Premise liquor license;
15 and
16

17 **WHEREAS**, the Licensing Authority of the City of Littleton desires to enter its
18 written findings and decision regarding approval of said license by resolution pursuant to that
19 authority granted by Title 12, Article 47 of the Colorado Revised Statutes.
20

21 **NOW, THEREFORE, BE IT RESOLVED BY THE LICENSING**
22 **AUTHORITY OF THE CITY OF LITTLETON, COLORADO, THAT:**
23

24 **Section 1:** Based upon testimony heard and evidence presented at a public
25 hearing on August 13, 2014, the Authority finds that notice of the hearing was properly
26 posted and published, that the needs of the neighborhood are not now being met, that it is
27 the desire of the adult inhabitants of the neighborhood that the license be issued, that
28 existing similar liquor licenses in the designated neighborhood are not adequate, that the
29 applicant is a person of good moral character, record and reputation; and that the
30 applicant has possession of the premises and the premises are suitable for the requested
31 license, therefore, the application of the applicant is hereby approved and the license is
32 ordered to be issued to the applicant subject to the approval by the State of Colorado
33 Liquor Enforcement Division.
34

35 **Section 2:** The City Clerk is hereby directed to send to the applicant a copy of
36 the within resolution by certified mail, return receipt requested, approving the issuance of
37 said license at the address shown on said application.
38

39 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
40 Licensing Authority of the City of Littleton, Colorado, on the 13th day of August, 2014, at 7:00
41 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
42
43

Resolution No.4

Page 2 of 2

ATTEST:

Colleen Norton
DEPUTY CITY CLERK

William Bradish
LICENSING AUTHORITY CHAIR

APPROVED AS TO FORM:

Kristin Schledorn
DEPUTY CITY ATTORNEY



Staff Communication

File #: LA# 14-015, **Version:** 1

Agenda Date: 08/13/2014

Subject:

Preliminary Hearing - Kurt A. Melstrom; d/b/a Pyramid Discount Liquors; 599 W. Littleton Blvd.; Littleton, Colorado

Presented By: Kristin Schledorn, Deputy City Attorney

ISSUE:

Whether the stipulation between the licensee and the city should be approved.

INTRODUCTION/HISTORY AND FACTS:

This matter comes to the Authority following a possible violation of the Colorado Liquor Code and the Littleton city code by the licensee involving an incident on April 17, 2014, at approximately 9:32 p.m.

At the probable cause hearing held on June 11, 2014, the Licensing Authority found that probable cause existed and set the matter for a preliminary hearing and show cause hearing in accordance with the Licensing Authority Guidelines. A continuance of the preliminary and show cause hearings was granted on July 9, 2014 by the Authority.

As of August 6, 2014 a stipulation between the prosecutor and the licensee had not been reached. If one is reached prior to this meeting, it will be provided at the meeting for the authority's consideration. If a stipulation is not reached, this item will be removed from the agenda and the licensee and the city will move forward with the show cause hearing on September 10, 2014.

LEGAL OPINION:

In a preliminary hearing:

- a. The Authority will consider and rule on any proposed stipulation between the City and the licensee.
- b. The Authority will consider whether or not the proposed stipulation should be accepted, rejected or if a counter offer should be made by the Authority to the parties to the stipulation for their consideration.
- c. If the Authority accepts the proposed stipulation, then all sanctions authorized by the code, or set forth in the stipulation, may be imposed, and the previously set show case date shall be vacated.
- d. If the Authority sets forth additional conditions to the proposed stipulation and the licensee rejects the Authority's counter offer, then the preliminary hearing will end. The previously set show cause date will be retained and the parties shall appear on that date to present evidence regarding their particular issues surrounding the alleged violation which gave rise to the show cause hearing.
- e. The preliminary hearing is not designed to provide a forum for the taking of legal or factual evidence

regarding any alleged violations.

- f. Any party may make a motion to continue the preliminary hearing and may be granted upon consent of the opposing party and a finding by the Authority that there is good cause to continue the hearing.
- g. In addition to the above proceedings, the parties at the preliminary hearing may make legal motions regarding any matters that would be heard at the show cause hearing. These motions will include, but are not limited to, the following; Motion to Continue the Show Cause Date; Motion for Subpoena of Witnesses; and Motion to Subpoena Witnesses.

Consideration of this matter by the Authority is appropriate at the preliminary hearing under Section III(C)(2) (g) of the Licensing Authority Guidelines.

SUGGESTED MOTION:

Motion to approve the Stipulation, Agreement and Order between the city prosecutor and the licensee. In Section 5(c) of the stipulation, the period of proposed suspension for purposes of calculating the fine in lieu of suspension shall be _____, 2014 to _____, 2014. The show cause hearing date, originally scheduled for September 10, 2014, is hereby vacated.

OR

Motion to deny the Stipulation, Agreement and Order between the city prosecutor and the licensee. The licensee shall appear before the Licensing Authority on September 10, 2014 for its scheduled show cause hearing.



< Address
City, State Zip
Phone No. >

LITTLETON PD
INCLUSIVE CASE REPORT

Case Number
2014001840

Date: 04/23/2014

Page: 2 of: 3

Address Type CELLULAR Address _____ Apartment _____
City _____ State _____ Zip _____ Phone _____
DOB _____ Age 23 Sex MALE Race WHITE Height 600 Weight 135
Hair Color BROWN Eye Color BROWN Driver License _____ State _____

Person Type VICTIM
Name Type LEGAL Last CITY OF First _____ Middle _____
Address Type BUSINESS Address 2255 W BERRY AVE [LITTLETON] Apartment _____
City LITTLETON State COLORADO Zip 80120 Phone _____
DOB _____ Age _____ Sex _____ Race _____ Height _____ Weight _____
Hair Color _____ Eye Color _____ Driver License _____ State _____

Narrative/Summary

Narrative - IR

Investigation:

ASSIGNMENT:

On April 17, 2014 at 2132 hours, I was dispatched to Pyramid Liquors located at 599 W. Littleton Blvd. in reference to a detox hold.

INVESTIGATION:

Prior to my arrival, I was advised that an Asian male wearing a purple jacket was staggering in the street and appearing to be intoxicated. Upon arrival, I observed Michael David Gash _____ who was identified by his CO ID, and matching the description provided by LPD dispatch. I observed Gash purchasing alcohol from the cashier, Jonathan Alberto Miceli _____. Miceli sold Gash a 25 oz. can of Bud Ice for \$1.63, a 40 oz. bottle of Magnum beer for \$2.33, and a 200 ml. bottle of Skol vodka for \$2.75 (the total amount was \$7.19 including tax). I observed Gash pay Miceli cash for the alcoholic beverages.

I then contacted Gash outside of Pyramid Liquors. Upon contacting Gash, I could smell a strong odor of an unknown alcoholic beverage on his breath, his speech was extremely slurred, his balance was very unsteady, and his eyes were bloodshot. Gash submitted a breath sample into a PBT which showed his BrAC to be 0.226. Gash was then released to a sober party at his residence located at _____.

I then contacted Miceli and advised him that he sold alcohol to an intoxicated person. I issued Miceli a municipal citation for sale to an intoxicated person 3-2-10(F) (citation # M1083301). While writing Miceli his citation, he demanded that I move my patrol vehicle into a parking space. I advised Miceli that I would move my patrol vehicle when I am finished issuing him a citation. Miceli then accused me of being "power hungry." Miceli then called my police uniform a "costume," and insulted me because of my height. Miceli was then released on his own recognizance.

I recovered Gash's receipt for evidence.

Nothing further to report at this time.



< Address
City, State Zip
Phone No. >

LITTLETON PD
INCLUSIVE CASE REPORT

Case Number
2014001840

Date: 04/23/2014

Page: 1 of: 3

Incident Case Number 2014001840 IR Title LIQUOR VIOLATION
Date/Time Occurred 04/17/2014 09:32:00 PM IR Date/Time 04/17/2014 09:33:00 PM
Name/Business Name Incident Location 599 W. LITTLETON BLVD, LITTLETON, CO
Case Clearance NOT APPLICABLE (NOT Case Clearance Date 04/18/2014

Offense

Offense Code 3-2-10(F) CSA COMPLETED Location LIQUOR STORE
Description SALE OF ALCOHOL TO INTOXICATED PERSONS

Person

Person Type ADDITIONAL PERSON
Name Type LEGAL Last HUFSCHMIDT First SAMUEL Middle
Address Type WORK Address 2255 W BERRY AVE [LITTLETON] Apartment
City LITTLETON State COLORADO Zip 80120 Phone (303) 794-1551
DOB Age Sex Race Height Weight
Hair Color Eye Color Driver License State

Person Type ADDITIONAL PERSON
Name Type LEGAL Last EICH First ROBERT Middle
Address Type WORK Address 2255 W BERRY AVE [LITTLETON] Apartment
City LITTLETON State COLORADO Zip 80120 Phone (303) 795-3901
DOB Age Sex Race Height Weight
Hair Color Eye Color Driver License State

Person Type ADDITIONAL PERSON
Name Type LEGAL Last GASH First MICHAEL Middle DAVID
Address Type HOME Address Apartment
City LITTLETON State COLORADO Zip 80120 Phone
Address Type CELLULAR Address Apartment
City State Zip Phone
DOB Age Sex MALE Race BLACK OR AFRICAN AMERICAN Height Weight
Hair Color Eye Color Driver License State

Person Type ARRESTEE
Name Type LEGAL Last MICELI First JONATHAN Middle ALBERTO
Address Type HOME Address Apartment
City DENVER State COLORADO Zip 80206 Phone
Address Type WORK Address 599 W LITTLETON BLVD [LITTLETON] Apartment
City LITTLETON State COLORADO Zip 80120 Phone



< Address
City, State Zip
Phone No. >

LITTLETON PD
INCLUSIVE CASE REPORT

Case Number

2014001840

Date: 04/23/2014

Page: 3 of: 3

NEIGHBORHOOD CANVAS:

N/A

ATTACHMENTS:

Gash's receipt.

EVIDENCE/PROPERTY:

N/A

DISPOSITION:

Clear/ summons.

Officer Hufschmidt 201103 04/18/2014

Attachments:

CITATION(S)

Disposition:

SUMMONS

Case Status:

SUMMONS

Officer - IR 201103 HUFSCHMIDT, S Report Date 04/17/2014
Supervisor Review EICH, R Review Date _____
Distribution _____

CITY OF LITTLETON LIQUOR LICENSING AUTHORITY

STIPULATION, AGREEMENT AND ORDER

IN THE MATTER OF:

Kurt A. Melstrom
D/B/A Pyramid Discount Liquors
599 West Littleton Blvd.
Littleton, Colorado 80120-2335

Retail License No. 24-32158-0000
Expiration Date: February 2015

The City of Littleton Prosecutor and Kurt A. Melstrom D/B/A Pyramid Discount Liquors, 599 West Littleton Blvd, Littleton, CO 80120-2335, ("Licensee") hereby stipulate and agree as follows:

1. Licensee was issued an ORDER TO SHOW CAUSE AND NOTICE OF HEARING alleging a violation of Littleton Municipal Code Section 3-2-10(F) Sale to Intoxicated Persons and Colorado Revised Statutes Section 12-47-901.

IT IS ALLEGED THAT:

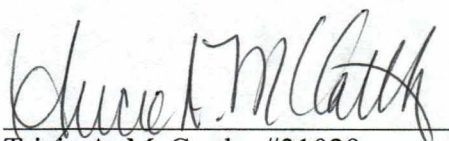
- A. On April 17, 2014 at approximately 2132 hours, Licensee sold 25 oz can of Bud Ice, a 40 oz. bottle of Magnum beer and a 200 ml. bottle of Skol vodka to a patron who appeared to be visibly intoxicated.
 - B. These facts as summarized would constitute a violation of Littleton Municipal Code 3-2-10(F) and C. R.S. § 12-47-901.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the Order to Show Cause and Notice of Hearing, by entering into this Stipulation, Agreement and Order.
 3. The Prosecutor and Licensee have discussed the merits of the violation and allegations and have come to a mutual agreement and understanding and jointly propose to the Littleton Liquor Licensing Authority ("Authority") a resolution of the allegations in lieu of proceeding to a Hearing on the merits of the alleged violations as detailed in the Order to Show Cause that was issued by this Authority on June 11, 2014.
 4. Licensee admits the violations as alleged above in paragraph 1 above.
 5. Licensee agrees, in lieu of a Hearing on the Order to Show Cause, to submit to the following sanctions:

- 4-13 _____, 2014 to 4-17 _____, 2014.

- 2

allegations are unproven, then the Prosecutor shall take no further action and this Order shall remain operative and in full force and effect.

7. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to C.R.S. Section 12-47-601, except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by this Authority.
8. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
9. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
10. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives all the rights it would have had at a Show Cause Hearing.
11. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the City of Littleton or the Authority.
12. This Order shall be effective on the date approved and ordered by the Authority and the Liquor Authority Chair. Should the Authority reject the terms hereof, Licensee's admissions herein shall be withdrawn, and the matter set for a continued Show Cause Hearing.
13. Upon approval and order of the Authority, this Order shall become a permanent part of the record.



Tricia A. McCarthy #31029
City Of Littleton
Prosecutor



Mike Miller / Chris Forrest
Attorney for Licensee

Kurt A. Melstrom

Kurt A. Melstrom, Owner, Pyramid Discount Liquors

Licensee

Date: 8/8/14

APPROVED AND ORDERED this _____ day of ^{AUGUST}~~July~~, 2014.
K.A.M.

Liquor Authority Chair