

**LEASE ASSIGNMENT, CONSENT TO
ASSIGNMENT, ESTOPPEL AND LEASE AMENDMENT**

THIS LEASE ASSIGNMENT, CONSENT TO ASSIGNMENT, ESTOPPEL AND LEASE AMENDMENT (the "Assignment") is made and given by and among WEISS FAMILY LIMITED PARTNERSHIP, a Colorado limited liability limited partnership (the "Landlord"), SKI TOWN LLC, a Colorado limited liability company (the "Assignor"), CREEKSIDE DINING, LLC, a Colorado limited liability company (the "Assignee") and RICHARD H. BRICE ("Brice").

EXPLANATORY STATEMENT

Tenant and Landlord's predecessor, Soda Creek Building, LLC, entered into a certain Commercial Lease Agreement relating to a portion of the building commonly known as the Soda Creek Building at 131 11th Street, Steamboat Springs, Colorado. Landlord is the current owner of the Soda Creek Building and has succeeded to the position of the Landlord under the Lease. Pursuant to the Lease, Assignor currently operates a business at the Leased Premises known as the Creekside Café, which includes approximately 1,600 square feet of interior space, 2,100 square feet of deck space and 450 square feet of garage space. Assignor is selling its business operated at the Leased Premises to Assignee and desires to assign to Assignee its rights and obligations with respect to the Lease and the Leased Premises. Brice is a principal owner of Assignee and has agreed to become the substitute guarantor under the Lease.

In consideration of the foregoing Explanatory Statement and the estoppels, covenants and agreements set forth herein, the parties hereby agree as follows:

1. Definitions. In this instrument, the following terms shall have the meanings indicated:

(a) "Lease" shall mean that certain Commercial Lease Agreement between Soda Creek Building, LLC as Landlord and Ski Town LLC as Tenant, signed by Soda Creek Building, LLC on January 11, 2013 and by Assignor on March 11, 2013. The Lease is personally guaranteed by Jason Landers and Kelly Landers pursuant to the personal guaranty appended to the Lease.

(b) "Leased Premises" shall mean the premises subject to the Lease, commonly known and referred to as the Creekside Café, consisting of a portion of the building commonly known as the Soda Creek Building located at 131 11th Street, Steamboat Springs, Colorado, including approximately 1,600 square feet of interior space, approximately 2,100 square feet of deck space and approximately 450 square feet of garage space.

(c) "Assignor" shall mean Ski Town LLC, a Colorado limited liability company.

(d) "Assignee" shall mean Creekside Dining, LLC, a Colorado limited liability company.

(e) "Landlord" shall mean Weiss Family Limited Partnership, a Colorado limited liability limited partnership.

(f) "Tenant" shall mean the Tenant under the Lease, which shall be Assignor prior to the Effective Date (as defined below in 1(h)), and Assignee from and after the Effective Date.

(g) "Closing" shall mean closing of the purchase and sale from Assignor to Assignee of the business operated at the Leased Premises known as the Creekside Café.

(h) "Effective Date" shall mean September 1, 2018.

2. Identification of Lease. The parties acknowledge and agree that attached hereto is a true, correct and complete copy of the Lease together with all exhibits, attachments and addenda thereto.

3. Estoppel by Assignor. Assignor hereby certifies to Landlord and Assignee as follows:

(a) The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises, it is the only lease between Landlord and Tenant affecting the Leased Premises, and it has not been modified, changed, altered, superseded, supplemented or amended in any respect. Assignor has not previously assigned, subleased, encumbered or otherwise transferred all or any portion of its interest in the Lease. Other than the Lease identified herein, there are no other agreements, written or oral, between Landlord and Assignor relating to the Lease or the Leased Premises.

(b) The Lease term began January 1, 2013. The termination date of the Lease is December 31, 2018, subject to the options to renew the Lease provided for in Section 1.2 of the Lease, as amended by this instrument. Except as set forth in Section 1.2 of the Lease, as amended by this instrument, there are no provisions or agreements for additional renewal terms or options of any type (including but not limited to expansion rights, rights of first refusal and rights of first offer) in the Lease or any other instrument between Landlord and Tenant.

(c) The amount of security deposit under the Lease held by Landlord is \$1,935.00 (the "Security Deposit"), and Landlord holds no other funds of Assignor.

(d) No party to the Lease is in default, and no event has occurred which, with the passage of time or the giving of notice, or both, would result in a default by any party under the terms of the Lease.

(e) The Lease is in full force and effect and full rental is accruing thereunder.

(f) There are no known, threatened or suspected lawsuits, claims or other legal matters related to the Leased Premises.

(g) Assignor's certificate, covenants and agreements may be materially relied upon by Landlord and Assignee, their respective successors and any of their respective lenders.

4. Estoppel by Landlord. Landlord hereby certifies to Assignor and Assignee as follows:

(a) The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises, it is the only lease between Landlord and Tenant affecting the Leased Premises and it has not been modified, changed, altered, superseded or supplemented in any respect. Other than the Lease identified herein, there are no other agreements, written or oral, between Landlord and Assignor relating to the Lease or the Leased Premises.

(b) The Lease term began January 1, 2013. The termination date of the Lease is December 31, 2018, subject to the options to renew the Lease provided for in Section 1.2 of the Lease, as amended by this instrument. Except as set forth in Section 1.2 of the Lease, as amended by this instrument, there are no provisions or agreements for additional renewal terms or options of any type (including but not limited to expansion rights, rights of first refusal and rights of first offer) in the Lease or any other instrument between Landlord and Tenant.

(c) The amount of security deposit under the Lease held by Landlord is \$1,935.00 (the "Security Deposit"), and Landlord holds no other funds of Assignor.

(d) No party to the Lease is in default, and no event has occurred which, with the passage of time or the giving of notice, or both, would result in a default by any party under the terms of the Lease.

(e) The Lease is in full force and effect and full rental is accruing thereunder.

(f) Except for amounts to be paid to Landlord as contemplated pursuant to paragraph 6, if any, as of the date of Landlord's signature to this instrument, there are no outstanding obligations owing by Assignor to Landlord.

(g) There have been no prepayments of rent under the Lease.

(h) There are no known, threatened or suspected lawsuits, claims or other legal matters related to the Leased Premises.

(i) Landlord's certificate may be materially relied upon by Assignor and Assignee, their respective successors and any of their respective lenders.

5. Assignment, Consent to Assignment and Assumption.

(a) Conditioned upon the Closing, effective as of the Effective Date Assignor hereby assigns, delegates and transfers to Assignee all of Assignor's rights, privileges, obligations, duties and liabilities under and pursuant to the Lease, including all of Assignor's right, title and interest in and to the Security Deposit. Conditioned upon the Closing, from and after the Effective Date Landlord shall have no further duty, obligation, liability or responsibility whatsoever to Assignor under the terms of the Lease.

(b) Conditioned upon the Closing, effective as of the Effective Date Assignee accepts the assignment and delegation made pursuant to paragraph (a) above and assumes and agrees to be bound by and to timely perform and satisfy all of the terms, covenants, conditions and provisions of the Lease to be done, kept and performed by Tenant accruing or attributable to periods on or after the Effective Date. Assignee ratifies and confirms the Lease in every respect, and its signature hereon shall be equivalent to its signature on the Lease. Assignee agrees to take any further actions and to execute and deliver any further documents or instruments, Landlord may request to evidence Assignee's assumption of the duties and obligations of Tenant under the Lease and to provide Landlord with all of the rights, privileges and benefits contemplated by the Lease.

(c) Subject to and conditioned upon:

(i) Satisfaction of the obligations of Assignor set forth in paragraph 6, if any, and;

(ii) The occurrence of the Closing,

Landlord consents, as of the Effective Date, to the assignment, delegation and acceptance pursuant to paragraph (a) and paragraph (b) above and releases Assignor and Jason Landers and Kelly Landers as guarantors from any obligation or liability under the Lease accruing, arising or otherwise attributable to any period after the Effective Date, or attributable to any act, omission or occurrence after the Effective Date. The foregoing release excludes and is not applicable to any obligation or liability accruing, arising or otherwise attributable to any period on or prior to the Effective Date, or attributable to any act, omission or incurrence on or prior to the Effective Date, which shall remain the obligations of Assignor and Jason Landers and Kelly Landers as provided in the Lease.

(d) For purposes of the Lease, from and after the Effective Date the address of Tenant (subject to future changes as provided in the Lease) shall be:

Creekside Dining, LLC
P.O. Box 772825
Steamboat Springs, CO 80477
Attn: Rex Brice

6. Financial Obligations to Landlord. The parties acknowledge and agree that as of the Effective Date the following amounts are/will be payable to Landlord by Assignor and shall be paid by Assignor on or before the Effective Date:

(a) Landlord's attorney's fees incurred in connection with the preparation of this instrument in the amount of \$1,040.00.

(b) Lease transfer fee payable to Central Park Management in the amount of \$300.00.

7. Common Expense Reconciliation. The parties acknowledge and agree that the reconciliation of Common Expenses for calendar year 2018 provided for in Section 2.2 of the Lease shall be made by Landlord and Assignee, as Tenant, in accordance with Landlord's normal practices and that Assignee, as Tenant, shall be solely responsible for the payment of any deficiency and solely entitled to the credit from any overage. Assignor and Assignee shall separately settle between themselves their respective obligations or credits resulting from the reconciliation of 2018 Common Expenses.

8. Lease Amendments. Effective as of the Effective Date, Landlord and Assignee, as Tenant, agree that the Lease is amended as follows:

(a) Notwithstanding the second paragraph of Section 1.1 of the Lease, the initial term of the Lease shall continue until and expire at 11:59 P.M. on December 31, 2021.

(b) Section 1.2 of the Lease is deleted in its entirety and is replaced with the following:

1.2 Option to Renew Lease. Provided this Lease is in good standing and in full force and effect and provided that this Lease has not been terminated and that Tenant is not in default under any terms or conditions hereof, then Tenant shall have options to extend the term of this Lease upon the same terms and conditions, except as to rent and extension or renewal provisions, for two (2) additional terms of five (5) years (each such five-year period being an "Extended Period").

The first Extended Period shall commence on the expiration of the original term of this Lease (December 31, 2021) and end at 11:59 p.m. on December 31, 2026. The option to extend for the first Extended Period may be exercised by Tenant only if the conditions precedent set forth above are satisfied at the time the option is exercised and are satisfied continuously thereafter until commencement of the first Extended Period. Tenant shall be deemed to have elected to exercise its option to extend the Lease for the first Extended Period unless Tenant gives Landlord written notice that the term will not be extended ("termination notice") on or before August 31, 2021.

The second Extended Period shall commence on the expiration of the first Extended Period (December 31, 2026) and end at 11:59 p.m. on December 31, 2031. The option to extend for the second Extended Period may be exercised by Tenant only if the conditions precedent set forth above are satisfied at the time the option is exercised and are satisfied

continuously thereafter until commencement of the second Extended Period. Tenant shall be deemed to have elected to exercise its option to extend the Lease for the second Extended Period unless Tenant gives Landlord written notice that the term will not be extended ("termination notice") on or before August 31, 2026.

For each year of an Extended Period, Base Rent shall be adjusted as provided in the second paragraph of Section 2.1 of the Lease, as amended, provided that the denominator of the fraction shall be the CPI for the month of December 2021 during the first Extended Period and the month of December 2026 during the second Extended Period.

Tenant shall not be entitled to extend this Lease if Tenant is in default of any of its obligations under the Lease at the time the election to extend is deemed to have been made (August 31 of the applicable year) or at any time thereafter through the date the extension is to commence.

(c) The second paragraph of Section 2.1 of the Lease is deleted in its entirety and replaced with the following:

The Base Rent per month payable under this Lease pursuant to this Section 2.0 shall be adjusted annually effective as of January 1 of each year during the term of this Lease, commencing January 1, 2019. The adjusted monthly Base Rent for the ensuing twelve (12) month period be the greater of (i) an amount equal to 103% of the monthly base rent payable under this Lease for the immediately preceding December (the "Existing Rent"), or (ii) subject to the limitation set forth below, an amount equal to the product obtained by multiplying the Existing Rent amount by a fraction, the numerator of which is the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, "All Items" (1982 - 84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the immediately preceding December (December 2018 for the first adjustment) and the denominator of which is the CPI for the month of December 2017. Notwithstanding the foregoing, the annual increase in Base Rent for any year pursuant to clause (ii) of the preceding sentence shall not exceed six percent (6%) of the Existing Rent.

In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the commencement of this Lease, then Landlord shall select a reasonably comparable price index, which index shall be substituted for the CPI in this Section 2.0. If the base year used in computing the CPI is changed, the adjustment to the Base Rent amount shall be changed accordingly, so that all increases in the CPI are taken into account, notwithstanding any such change in the base year.

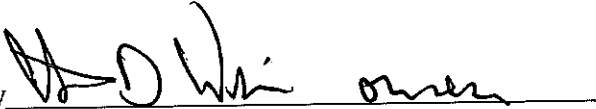
(d) Tenant acknowledges that Tenant's use of the deck space pursuant to the Lease is limited to use in the business of the Creekside Café. Tenant shall not permit or allow the deck space to be used by any third party, including any other Tenant at the Soda Creek Building, without Landlord's prior consent, which consent may be conditioned or withheld as determined by Landlord in its discretion.

9. In consideration of Landlord's execution of this instrument, the receipt and sufficiency of which are acknowledged, Brice hereby fully and unconditionally guarantees full and faithful performance of all of Tenant's liabilities and obligations under the Lease accruing, arising or otherwise attributable to any period after the Effective Date.

IN WITNESS WHEREOF, the parties have executed this LEASE ASSIGNMENT, CONSENT TO ASSIGNMENT, ESTOPPEL AND LEASE AMENDMENT on the dates set forth opposite their respective signatures below. This instrument may be signed in any number of counterparts and transmitted electronically. Signatures on electronically transmitted counterparts shall be binding as originals.


WEISS FAMILY LIMITED PARTNERSHIP, a
Colorado limited liability limited partnership

Date: 2/17, 2018

By 
(Title)

SKI TOWN LLC, a Colorado limited liability
company

Date: 7/17, 2018

By 
(Title)

CREEKSIDE DINING, LLC, a
Colorado limited liability company

Date: 7-17, 2018

By Richard H. Brice *Mgr Member*
(Title)

Date: 7.17, 2018


Richard H. Brice

