

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made this 18 day of April, 2016 by and between **TKG POWDER BASIN, L.L.C.**, a Missouri limited liability company ("Landlord"), and **CHRISTIAN ROBLES** and **KATRINA ROBLES**, husband and wife d/b/a LA CATRINA ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant are bound by that certain Lease Agreement dated May 4, 2015 (the "Lease"), whereby Landlord leases to Tenant certain premises containing approximately three thousand four hundred fifty four (3,454) square feet (the "Leased Premises") located at Powder Basin Shopping Center (the "Shopping Center") in Gillette, Wyoming, as more particularly described in the Original Lease;

WHEREAS, Landlord and Tenant the parties are now desirous of making certain amendments, changes, and alterations to said Lease to reflect accurately their intents and wishes;

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Tenants Use.** In addition to Tenant's use as stated in Section 1.1(l) of the Lease, Tenant shall be permitted to serve serving alcoholic beverages as incidental items to Tenant's primary purpose stated in Section 1.1(l) of the Lease. Notwithstanding the foregoing, any sales of alcoholic beverages from the Leased Premises must be associated with a full service sit down restaurant and the gross sales from the sale of alcoholic beverages shall not exceed 20% of the total gross sales from the Leased Premises.

2. **No Construction Against Draftsman.** No inference in favor of or against any party shall be drawn from the fact that such party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said party.

3. **Binding Effect; Governing Law.** This Amendment inures to the benefit of and shall be binding upon Landlord and Tenant and their respective successors and permitted assigns. This Amendment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Wyoming.

4. **Partial Invalidity.** If any term, covenant or condition of this Amendment, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term, covenant or condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. **Miscellaneous.** Except as specifically amended by the provisions of this Amendment, the terms and provisions stated in the Lease shall continue to govern the rights and