

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made at Whitewater, Colorado, the 20th day of June, 2016, between Howard Van Winkle and Janie Van Winkle (together, "Van Winkle"), whose address is 2043 N Road, Fruita, Colorado 81521, and Broken Spoke Game Ranch, LLC ("Broken Spoke"), whose address is 3481 Grand Valley Canal Road, Clifton, Colorado 81520.

RECITALS

- A. Van Winkle has leased the real property commonly referred to as 8700 Reeder Mesa Road, Whitewater, Colorado 81527, and known as the Somerville and Anderson Ranches (the "Property"), pursuant to a Ranch Lease effective May 1, 2010 (the "Master Lease") between Van Winkle and the City of Grand Junction, Colorado (the "City").
- B. Broken Spoke is a Colorado limited liability company in the business of providing bird hunting and related recreational services for profit (the "Business").
- C. Van Winkle wishes to sublet a portion of the Property to Broken Spoke to conduct the Business in accordance with the terms and conditions of this Agreement.
- D. The Property may be sublet to Broken Spoke only if approval is granted by the City.

THEREFORE, for the consideration described in this Sublease, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

TERMS

1. Sublease of Property. Subject to subsection 3.3, Van Winkle leases the Property, specifically including but not limited to the Anderson Ranch house and outbuildings and other structural improvements on the Anderson Ranch (collectively, the "Anderson Ranch House"), to Broken Spoke for the term stated in Section 2. Broken Spoke accepts and leases the Property from Van Winkle and agrees to perform each of the terms and conditions of the Sublease to be performed by Broken Spoke. Broken Spoke acknowledges that it has received a copy of the Master Lease and agrees to comply with all of the terms and conditions of the Master Lease applicable to Broken Spoken.

2. Term.

2.1. The initial term of this Sublease ("Primary Term") shall commence at 12:01 a.m. local time on June 20, 2016, and terminate at 12:00 midnight local time on April 30, 2018, unless sooner terminated as provided elsewhere in this Sublease.

2.2. Broken Spoke shall have the option to renew and extend this Sublease for one (1) successive renewal term ("Renewal Term") of two (2) years, upon the same terms and conditions as set forth for the Primary Term, except as expressly modified by this subsection 2.2. The Primary Term and the Renewal Term are sometimes collectively referred to as the "Term." The option for the Renewal Term shall be exercised only by Van Winkle receiving from Broken Spoke written notice of Broken Spoke's intention to renew and extend this Sublease at least thirty (30) days before the expiration of the Primary Term. Broken Spoke shall be entitled to exercise its option for the Renewal Term only if Broken Spoke is not in material default under this Sublease both at the time of exercise of the option to renew and on the date of commencement of the Renewal Term.

2.3. If Broken Spoke holds over or remains in possession of the Property upon expiration of the Term with Van Winkle's consent, Broken Spoke shall become subtenant of the Property from month-to-month at a monthly rental equal to the amount of monthly rental specified in Section 3, which shall be prorated monthly for purposes of subsection 3.2, and subject to all other terms and conditions contained in this Sublease. During any holdover period described in this subsection 2.3, either party may terminate this Sublease without default on the first day of any calendar month by not fewer than thirty (30) days prior notice of termination to the other party.

3. Rent. Broken Spoke shall pay to Van Winkle rent ("Rent") for the Property during the Term in accordance with this Section 3.

3.1. For the Anderson Ranch House, Broken Spoke shall pay Van Winkle \$500.00 per month, due in advance on or before the first day of each calendar month during the Term. If the Lease ends other than on the first day of the calendar month, Rent for that month shall be prorated based upon the number of days of that month in the Term as a fraction of the total number of days in that month. The payment for June, 2016 shall be the full monthly rental of \$500.00, due upon execution of this Sublease.

3.2. For the remainder of the Property excluding the Anderson Ranch House, Broken Spoke shall pay Van Winkle \$10,000.00 per year, due on or before May 1st of each year. The payment for 2016 shall be the full annual rental of \$10,000.00, due upon execution of this Sublease.

3.3. The City's consent to and approval of this Sublease is a condition precedent to the consummation of this Lease. Notwithstanding anything in this Sublease to the contrary, if the City fails to consent to and approve this Sublease, this Sublease shall be rendered void *ab initio*, Broken Spoke shall have no obligation to pay any Rent under this Sublease, and any monies paid by Broken Spoke to Van Winkle shall be returned, in full, to Broken Spoke.

4. Use of the Property.

4.1. Broken Spoke shall use and permit the Property to be used only for the Business. Broken Spoke agrees that no one except the resident(s) of the Anderson Ranch House shall live on the Property in a camper or in any of the outbuildings, including the hunting lodge, without prior permission and approval from Van Winkle. From time-to-time Van Winkle will have a ranch worker living in a camper on the Property to care for cattle and the Property.

4.2. Broken Spoke shall conduct upland bird hunting, skeet shooting, and archery shoot events on the Property in such a manner that will not conflict with Van Winkle's ranching operation or other hunting activities and will not cause deterioration of or destruction to the Property. Timing of these activities will be determined by consultation between Van Winkle and Broken Spoke. The big game hunting rights are leased to a third-party who will be entering the Property from time-to-time.

4.3. Broken Spoke shall provide a "port-a-potty" on the Property for the use of its customers.

4.4. Broken Spoke shall comply with all laws, ordinances, rules and regulations of all governmental entities and their agencies and subdivisions applicable to Broken Spoke's use and occupancy of the Property, as well as any restrictive covenants upon the Property. In addition, Broken Spoke shall not: (a) use or permit the Property to be used for any unlawful, improper or offensive use; (b) commit or permit waste of the Property; or (c) create or permit any nuisance on the Property.

4.5. Except for the Anderson Ranch House, Van Winkle shall have the right to use the Property for its ranching operations, specifically including but not limited to the cattle corals and facilities on the Property. Van Winkle shall maintain weed control in and around such cattle corrals and facilities. Broken Spoke will not at any time interfere with Van Winkle's ranching operation on the Property.

5. Repair and Maintenance.

5.1. Van Winkle agrees that the Anderson Ranch House is or will be in good order and in a safe, neat and clean condition upon occupancy by Broken Spoke. Broken Spoke shall maintain the Anderson Ranch House in the same condition at all times during the Term at Broken Spoke's expense, specifically including weed control in the outer yard area and around the bird facilities. Trash shall be kept in a container and picked up on a regular schedule. The burning of trash is strictly prohibited. Broken Spoke shall care for the portion of the Property it utilizes in a good husbandry-like manner.

5.2. Notwithstanding anything in subsection 5.1 to the contrary, if any damage to the Anderson Ranch House or the Property is the direct result of the carelessness, negligence, recklessness or intentional act by Van Winkle, Van Winkle's employees, or

other persons on the Property with Van Winkle's express or implied consent, the expense of correction of such situation shall be the responsibility of Van Winkle.

6. Utilities. Broken Spoke shall pay all electrical utility costs, water utility costs, and any septic system costs for the Anderson Ranch House and bird enclosures.

7. Alteration and Fixtures. Subject to the terms and conditions of the Master Lease, Broken Spoke shall not alter, improve or redecorate the Property without the prior written consent of Van Winkle, which consent shall not be unreasonably delayed, conditioned or refused. If such consent is granted, any approved changes shall be made at the sole cost and expense of Broken Spoke, in a workmanlike manner, and in compliance with all applicable governmental laws, regulations and codes, and shall become the property of Van Winkle upon termination of this Sublease. Construction pursuant to this Section 7 shall not be a substitute for Rent under this Sublease. Broken Spoke shall not permit any mechanic's, materialmen's or other lien to attach to, or be filed against, the Property. Broken Spoke may install furnishings and trade fixtures on the Property during the Term, which shall remain the sole and separate property of Broken Spoke. Broken Spoke shall remove those furnishings and fixtures upon termination of this Sublease. Broken Spoke, at Broken Spoke's expense and without demand, shall promptly repair any damage to the Property caused by the installation, use, maintenance or removal of those items. This provision shall survive termination of this Sublease.

8. Keys. Prior to occupancy, Van Winkle shall provide Broken Spoke with keys to all locks on the Property. Broken Spoke may change any lock so long as Broken Spoke provides Van Winkle with keys or combinations to the changed lock(s).

9. Taxes. Van Winkle shall pay before they become delinquent any taxes or assessments levied against the Property that may be required under the Master Lease. Broken Spoke shall promptly pay when due any taxes, assessments and other governmental charges attributable to Broken Spoke's operations on the Property, and any such costs attributable to Broken Spoke's personal property and fixtures used in connection with those operations.

10. Insurance. Van Winkle shall carry insurance on the Property during the Term that complies with the terms of the Master Lease. Broken Spoke, at Broken Spoke's expense, shall carry such insurance as desired to protect Broken Spoke's personal property and fixtures on the Property. Throughout the Term, Broken Spoke shall maintain at Broken Spoke's expense liability insurance, in an amount not less than \$1,000,000.00, naming Van Winkle and the City as additional separate insured parties. Broken Spoke shall also maintain in force at all times workers' compensation insurance (including occupational disease coverage) as required by law. Broken Spoke shall provide proof of the coverage required by this Section 10 to Van Winkle at any time upon request.

11. Casualty Loss to Property; Eminent Domain.

11.1. If the Property is damaged or destroyed by fire or other casualty (or taken by eminent domain) during the Term so that the Property is wholly unusable for the

purposes of this Sublease, Broken Spoke may elect to terminate this Sublease by written notice to Van Winkle within fifteen (15) days after the occurrence, or such election shall be deemed to have been waived. Rent shall be prorated to the date of the occurrence on the basis of the number of days in the month in which the occurrence occurs.

11.2. If the Property is damaged or destroyed in whole or in part by fire or other casualty (or taken by eminent domain) during the Term, Van Winkle may terminate this Sublease by written notice to Broken Spoke within fifteen (15) days after the occurrence. In the absence of such notice, Van Winkle shall use reasonable efforts to repair or restore the Property within a reasonable time after receipt of any insurance proceeds attributable to the loss; provided, that if for any reason repair or restoration is not completed within sixty (60) days after the date of casualty loss, Broken Spoke may elect to terminate this Sublease by written notice received by Van Winkle prior to completion of repair or restoration. If this Sublease is terminated under this Section 11, termination shall occur twenty (20) days after receipt of notice of termination.

11.3. In the event this Sublease is terminated in accordance with subsection 11.1 or 11.2, Broken Spoke's obligation to pay Rent shall cease as of the date of termination and a pro rata portion of the monthly pre-paid Rent described in subsection 3.1 and the annual Rent described in subsection 3.2 shall be refunded by Van Winkle to Broken Spoke based on the number of days left in the month (under subsection 3.1) or the year (under subsection 3.2), respectively.

11.4. The terms and conditions of this Section 11 are subject to any contrary terms in the Master Lease.

12. Default and Remedies.

12.1. Broken Spoke shall be in default ("Default") under this Sublease upon: (a) failure to pay when due any Rent or other payment required to be made by Broken Spoke under this Sublease; (b) violation of (or failure to perform when due) any of the other terms, conditions or covenants of this Sublease to be performed by Broken Spoke; or (c) filing of any petition in bankruptcy by or against Broken Spoke not withdrawn within sixty (60) days. At any time after Default, Van Winkle may give Broken Spoke seven (7) days' notice to pay (or to comply if the notice is based upon Default other than non-payment) or to surrender possession of the Property to Van Winkle; if Broken Spoke fails to pay or comply as demanded by the notice within that seven (7) day period, Van Winkle may terminate this Sublease without further notice or demand to Broken Spoke and Van Winkle may exercise any other rights and remedies available to Van Winkle under applicable law, all of which rights and remedies shall be cumulative.

12.2. If Van Winkle in any respect fails to perform any covenant required to be performed by Van Winkle under the terms of this Sublease for more than seven (7) days after notice is given by Broken Spoke to Van Winkle (or such longer period as is reasonably required if Van Winkle commences cure within that seven (7) day period and

diligently pursues cure to completion), Broken Spoke may either cure such Default or terminate this Lease, in which case Broken Spoke's obligation to pay Rent shall cease as of the date of termination and a pro rata portion of the monthly pre-paid Rent described in subsection 3.1 and the annual Rent described in subsection 3.2 shall be refunded by Van Winkle to Broken Spoke based on the number of days left in the month (under subsection 3.1) or the year (under subsection 3.2), respectively. In the event Broken Spoke does not elect to terminate the Lease upon Van Winkle's default, any amount paid by Broken Spoke to cure Van Winkle's default may be deducted from subsequent Rent payments to be paid by Broken Spoke under the terms of this Sublease.

13. Surrender upon Termination. Upon termination of this Sublease by expiration of the Term or otherwise, Broken Spoke shall immediately vacate and deliver possession of the Property to Van Winkle, in as good condition as existed at commencement of the Term, subject only to ordinary wear and tear.

14. Right to Enter. Van Winkle may enter upon the Property for the purposes of: (a) conducting their cattle operations; (b) inspecting the condition of the Property; (c) verifying Broken Spoke's compliance with provisions of this Sublease; (d) making such repairs, alterations, improvements or additions as may be required by any law, ordinance or regulation; (e) performing any obligation, exercising any right or protecting any interest of Van Winkle under any provision of this Sublease, or of any insurance policy then in effect as to all or any portion of the Property; or (f) for any other reasonable purpose, provided that any entry by Van Winkle in the absence of an emergency shall not unreasonably interfere with Broken Spoke's use or occupancy of the Property.

15. Master Lease. In the event of any perceived conflict between a term or condition of the Master Lease and a term or condition of this Sublease, the conflicting term or condition shall be interpreted to eliminate such conflict, to the extent possible. If such a harmonious interpretation is not possible, the Master Lease shall control.

16. Assignment. Broken Spoke shall not transfer or assign (voluntarily or involuntarily), sublet, or sublease all or any part of Broken Spoke's rights or obligations under this Sublease without Van Winkle's prior express written approval, which Van Winkle may withhold, delay or condition in their sole discretion.

17. Notice. Unless otherwise required by law (such as for notice to pay/comply or surrender possession or notice to quit), any notice required or permitted to be given under the terms of this Sublease shall be in writing and served by personal delivery to the Property during business hours or by United States regular and/or certified mail, postage prepaid, addressed to the party receiving notice at the address shown in the introductory paragraph. Any notice mailed as specified in this Section 17 shall be deemed to have been given and received on the second regular mail delivery date following the date of mailing shown upon the postal receipt. Either party may change the address to which notice is to be given by notice of change of address given in the manner specified in this Section 17.

18. Time of the Essence. Time is of the essence in the performance of all terms and conditions of this Sublease.

19. Authority to Sign. Any individual signing this Sublease for an entity warrants and represents to the other party that he or she is duly authorized to sign this Sublease and to bind that entity to all terms and conditions stated in this Sublease.

20. Applicable Law; Attorney Fees; Jury Waiver. This Sublease and the rights of the parties under it shall be governed by and interpreted in accordance with the laws of the State of Colorado, by a court of competent jurisdiction in Mesa County, Colorado. In the event of any dispute, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney fees, including post-judgment collection costs, in addition to actual and liquidated damages. Each of the parties waives the right to a jury in any action or proceeding concerning this Sublease to the maximum extent permitted by applicable law.

21. Waiver. The failure of either party to enforce any of its rights under this Sublease upon any occasion shall not be deemed a waiver of such rights on any subsequent occasion(s). The waiver, either express or implied, by any party of any of the rights, terms or conditions in this Sublease shall not be deemed as or constitute a waiver of any other rights, terms or conditions in this Sublease. Any waiver, in order to be valid and effective, must be in writing.

22. Severability. If any provision of this Sublease is illegal, invalid or unenforceable under present or future laws applicable to this Sublease, the parties intend that the remainder of this Sublease shall remain in full force and effect so as to fulfill as fully as possible the intent of the parties as expressed by the then existing terms of this Sublease, including the invalidated provision.

23. Merger of Prior Agreements. This Sublease contains the sole and entire agreement and understanding of the parties with respect to its entire subject matter. All prior discussions, negotiations, commitments and understandings relating to the subject of this Sublease are merged into it.

24. Amendments. This Sublease may only be amended by a written document signed by both of the parties. This Sublease cannot be amended or terminated orally.

25. Headings. Section headings or captions contained in this Sublease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Sublease or the intent of any provision.

26. Construction. Whenever required by the context of this Sublease, the singular shall include the plural, and vice versa; and the masculine gender shall include the feminine and neuter genders, and vice versa. The provisions of this Sublease have been independently, separately and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption that would serve to have this Sublease construed in favor of or against either party.

LANDLORD:

TENANT:

BROKEN SPOKE GAME RANCH, LLC

Howard Van Winkle 7/7/16
Howard Van Winkle

Shane H Moore 07-7-16
Shane Moore, Managing Member

Jamie Van Winkle 7/7/16
Janie Van Winkle

Shelley Moore 07-07-16
Shelley Moore, Managing Member



CERTIFICATE OF LIABILITY INSURANCE

BROKE-3 OP ID: LD

DATE (MM/DD/YYYY)
07/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Outdoor Insurance Group, Inc. 1371 Hecla Drive Ste E Louisville, CO 80027 Katie L Foland	CONTACT NAME: Katie L Foland PHONE (A/C No. Ext): 303-951-5050 FAX (A/C No.): 303-951-5060 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Broken Spoke Game Ranch Shane or Shelley Moore 3481 Grand Valley Canal Rd. Clifton, CO 81520																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		PHPK1527653	07/20/2016	07/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is understood and agreed that the Certificate Holder is named as Additional Insured, but only with respect to its liability arising out of the activities of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City Of Grand Junction 250 N 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Katie L Foland
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