

1.1 Basic Lease Terms.

A REFERENCE DATE OF LEASE **October 6, 2014**

B **TENANT:** **Fiesta Tequila**

Trade Name:

Address (Leased Premises): **900 Camel Dr., Suite I
Gillette, WY 82716**

Address (For Notices): **900 Camel Dr., Suite I
Gillette, WY 82716**

C **LANDLORD:** Camel Plaza, LLC
Address (For Notices): P.O. Box 4349
Hailey, Idaho 83333-4349

D **PREMISES: 900 Camel Drive, Suite B** in the **Camel Plaza Shopping Center** (the “Building”) in Gillette, Wyoming, as generally shown on Exhibit A hereto.

E PREMISES AREA: Approximately 5,950 Rentable Square Feet (See Exhibit "A")

F **BUILDING AREA:** Approximately 35,115 Square Feet.

G **TENANT'S PROPORTIONATE SHARE: 16.94%.** Landlord may modify Tenant's Proportionate Share if the Building size is increased or decreased, as the case may be.

H TENANT'S PERMITTED USE OF PREMISES: Retail sales only.

I	TERM OF LEASE:	Commencement Date:	January 1, 2015
		Expiration Date:	December 31, 2019
		Number of Full Calendar Months:	60

J INITIAL BASE MONTHLY RENT: \$12.00/ sf NNN

CAM Fees: \$2.05/SF

K TAX AND EXPENSE CHARGE: See Section 19 below for the method of computing Taxes and Operating Expenses.

L PARKING RATIO: Approximately 3.5:1000.

M PREPAID RENT: \$5,950 (1st month rent paid upon execution of this Lease by both parties.)

N SECURITY DEPOSIT: \$2500

BROKER (S): Prudential Preferred Properties

For valuable consideration, Landlord and Tenant covenant and agree as follows:

1.2 Lease of Premises.

Landlord leases to Tenant the premises described in the Basic Lease Terms and shown on Exhibit A (the "Premises"), located in the project described in the Basic Lease Terms (the "Project"), subject to the terms and conditions of this Lease.

1.3 Delivery of Possession and Commencement.

Should Landlord be unable to deliver possession of the Premises on the commencement date stated in the Basic Lease Terms, the commencement date will be deferred and Tenant shall owe no rent until notice from Landlord tendering possession to Tenant. If possession is not so tendered within ninety (90) days following the commencement date set forth in the Basic Lease Terms, then Tenant may elect to terminate this Lease by notice to Landlord within ten (10) days following expiration of the 90-day period. Landlord shall have no liability to Tenant for delay in delivering possession. The expiration date of this Lease shall be the date stated in the Basic Lease Terms or, if later, the last day of the calendar month that is the number of full calendar months stated in the Basic Lease Terms from the month in which the commencement date occurs.

2.1 Rent Payment.

Tenant shall pay to Landlord the Base Rent for the Premises and any additional rent provided herein, without deduction or offset. At the same time as execution of the Lease, Tenant shall pay the Base Rent for the first full month of the Lease term for which rent is payable. Rent is payable in advance on the first day of each month commencing on the commencement date of this Lease. Rent for any partial month during the Lease term shall be prorated to reflect the number of days during the month that Tenant occupies the Premises. Additional rent means amounts determined under Section 19 of this Lease and any other sums payable by Tenant to Landlord under this Lease. Rent not paid within five (5) business days of Notice from the Landlord or applicable due date shall bear interest at the rate of one-and-one-half percent per month, or if less the maximum applicable rate of interest permitted by law, until paid. Landlord may at its option impose a late charge of the greater of \$.05 for each \$1 of rent or \$50 for rent payments made more than ten (10) days late in lieu of interest for the first month of delinquency. Tenant acknowledges that late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain, and that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment and is not a penalty. Neither imposition or collection nor failure to impose or collect such late charge shall be considered a waiver of any other remedies available for default. In addition to such late charge, an additional charge of \$75 shall be recoverable by Landlord for any returned checks.

3.1 Security Deposit.

Upon Tenant's execution of a Lease Agreement, Tenant shall deposit with landlord firsts month's rent and a security deposit in an amount equivalent to last month's rent.

4.1 Use.

Tenant or any Affiliates shall use the Premises as a business for the Tenant's Permitted Use stated in the Basic Lease Terms and for no other purpose without Landlord's written consent. In connection with its use, Tenant shall at its expense promptly comply and cause the Premises to comply with all applicable laws, ordinances, rules and regulations of any public authority ("Laws") and shall not annoy, obstruct, or interfere with the rights of other tenants of the Project. Tenant shall create no nuisance nor allow any objectionable fumes, noise, light, vibration, radiation, or electromagnetic waves to be emitted from the Premises. If any sound or vibration

produced by Tenant's activities is detectable outside of the Premises, Tenant shall provide such insulation as is required to muffle such sound or vibration and render it undetectable at Tenant's cost. Tenant shall not conduct any activities that will increase Landlord's insurance rates for any portion of the Project or that will in any manner degrade or damage the reputation of the Project. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.

4.2 Equipment.

Tenant shall install in the Premises only such equipment as is customary for Tenant's Permitted Use and shall not overload the floors or electrical circuits of the Premises or Project or alter the plumbing or wiring of the Premises or Project. Landlord must approve in advance the location of and manner of installing any wiring or electrical, heat generating, climate sensitive or communication equipment or exceptionally heavy articles. All telecommunications equipment, conduit, cables and wiring, additional dedicated circuits and any additional air conditioning required because of heat generating equipment or special lighting installed by Tenant shall be installed and operated at Tenant's expense. Landlord shall have no obligation to permit the installation of equipment by any telecommunications provider whose equipment is not then servicing the Project. Tenant shall have no right to install any equipment on or through the roof of the Project, or use or store any equipment or other items outside of the interior boundary of the Premises.

4.3 Signs and Other Installations.

No signs, awnings, or other apparatus shall be painted on or attached to the Project or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials) without Landlord's written consent, and Landlord's approval as to design, size, location, and color. All signs installed by Tenant shall comply with Landlord's standards for signs and all applicable codes and all signs and sign hardware shall be removed upon termination of this Lease with the sign location restored to its former state unless Landlord elects to retain all or any portion thereof. Tenant may not install any alarm boxes, foil protection tape or other security equipment on the Premises without Landlord's prior written consent. Any material violating this provision may be removed and disposed by Landlord without compensation to Tenant, and Tenant shall reimburse Landlord for the cost of the same upon request. Tenant shall have the right to install two (2) building standard signs at a mutually agreeable location at Tenant's expense. Tenant shall also have the right to install (1) trade sign on each face of the monument sign located in the parking lot.

4.4 Disposal of Waste and Sewage.

Tenant shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers [and shall regularly and frequently remove same from the Premises]. Tenant shall keep all containers or other equipment used for the storage or disposal of such materials in a clean and sanitary condition. Tenant shall properly dispose of all sanitary sewage and shall not use the sewage system (1) for the disposal of anything except sanitary sewage or (2) in excess of the lesser of the amount (a) reasonably contemplated by the uses permitted under this Lease or (b) permitted by any governmental entity. Tenant shall keep the sewage disposal system free of all obstructions and in good operating condition.

4.5 Parking.

A ratio of three point five (3.5%) parking stalls per 1,000 SF will be allocated to the space free of charge on a non-reserved basis. Said parking ratio shall include those stalls allocated for visitors and handicapped.

5.1 Utilities and Services.

Landlord will furnish water, gas, and electricity to common areas of the Project at all times. Tenant shall contract with the appropriate utility providers for its own gas and electric service, telephone, cable, premises security and internet. Landlord at Landlord's cost shall provide separate meters for Tenant's utilities. Tenant shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises.

Interruption of services or utilities shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall take all reasonable steps to correct any interruptions in service caused by defects in utility systems within Landlord's reasonable control. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Tenant shall provide its own surge protection for power furnished to the Premises. Landlord shall have the exclusive right to choose the utility service providers to the Premises and may change providers at its discretion. Tenant shall cooperate with Landlord and the utility service providers at all times as reasonably necessary, and shall allow Landlord and utility service providers, reasonable access to the pipes, lines, feeders, risers, wiring, and any other machinery within the Premises. Tenant shall not contract or engage any other utility provider, without prior written approval of Landlord, which approval Landlord may withhold or condition in Landlord's discretion.

5.2 Security.

Landlord may but shall have no obligation to provide security service or to adopt security measures regarding the Premises, and Tenant shall cooperate with all reasonable security measures adopted by Landlord. Tenant may install a security system within the Leased Premises with Landlord's written consent which will not be unreasonably withheld. Landlord shall not have any liability for accidentally setting off Tenant's security system. Landlord may modify the type or amount of security measures or services provided to the Project or the Premises at any time without notice. Tenant shall be allowed to install a commercial alarm system.

6.1 Maintenance and Repair.

- 6.1.1 Landlord shall maintain and repair in good condition the Building structure, roof, exterior walls and doors, exterior windows and common areas of the Building, and the electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in or serving the Building that are used **in common** by all tenants of the Building (including replacing building standard light bulbs). Tenant shall maintain and repair the Premises in good condition, including, without limitation, maintaining and repairing all walls, floors, and ceilings, all interior doors, partitions and windows, and all Premises systems, fixtures and equipment including electrical, mechanical, plumbing, heating and air conditioning systems, facilities and components located in or serving the Premises that are not the maintenance responsibility of Landlord, as well as damage caused by Tenant, its agents, employees, contractors or invitees.
- 6.1.2 Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repairs is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs or alterations to the Building and Landlord shall have no liability for interference with Tenant's use because of such work. Work may be done during normal business hours. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy caused by Landlord's maintenance and repair, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Landlord shall use best efforts to commence repairs within 24 hours of notice by Tenant.
- 6.1.3 Landlord's cost of repair and maintenance shall be considered "operating expenses" for purposes of Section 19.3, except that repair of damage caused by negligent or intentional acts or breach of this Lease by Tenant, its contractors, agents or invitees shall be at Tenant's expense.

6.2 Alterations.

- 6.2.1 Tenant shall not make any alterations, additions, or improvements to the Premises, change the color of the interior, or install any wall or floor covering without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which will not interfere with the quiet enjoyment of other tenants of the Building. Any such

improvements, alterations, wiring, cables or conduit installed by Tenant shall at once become part of the Premises and belong to Landlord except for removable machinery and unattached movable trade fixtures. Landlord shall have the right to approve the contractor used by Tenant for any work in the Premises and such approved shall not be unreasonably withheld. Work by Tenant shall comply with all laws then applicable to the Premises. Tenant shall not allow any liens to attach to the Building or Tenant's interest in the Premises as a result of its activities or any alterations.

- 6.2.2 Landlord may perform alterations to or change the configuration of the Building, or Building, the parking area, and other common areas from time to time provided that such alterations or changes shall not prohibit Tenant from carrying on its every day business activity similar to prior to the alterations or changes being made.

7.1 Indemnity.

Tenant shall indemnify, defend, and hold harmless Landlord and its managing agents and employees from any claim, liability, damage, or loss occurring on the Premises, or any cost or expense in connection therewith (including attorney fees), arising out of (a) any damage to any person or property occurring in, on or about the Premises, (b) use by Tenant or its agents, invitees or contractors of the Premises and/or the Project, and/or (c) Tenant's breach or violation of any term of this Lease.

7.2 Insurance.

Tenant shall carry liability insurance with limits of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and property damage which insurance shall have an endorsement naming Landlord and Landlord's managing agent, if any, as an additional insured, cover the liability as described in paragraph 7.1 of this Lease and be in form and with companies reasonably acceptable to Landlord. Prior to occupancy, Tenant shall furnish a certificate evidencing such insurance which shall state that the coverage shall not be canceled or materially changed without thirty (30) days advance notice to Landlord and Landlord's managing agent, if any. Tenant shall furnish to Landlord a renewal certificate at least thirty (30) days prior to expiration of any policy.

8.1 Fire or Casualty.

"Major Damage" means damage by fire or other casualty to the Project or the Premises which causes the Premises or any substantial portion of the Project to be unusable, or which will cost more than 25 percent of the pre-damage value of the Project to repair, or which is not covered by insurance. In case of Major Damage, Landlord may elect to terminate this Lease by notice in writing to the Tenant within thirty (30) days after such date. If this Lease is not terminated following Major Damage, or if damage occurs which is not Major Damage, Landlord shall promptly restore the Premises to the condition existing just prior to the damage. Tenant shall promptly restore all damage to tenant improvements or alterations installed or paid for by Tenant or pay the cost of such restoration to Landlord if Landlord elects to do the restoration of such improvements. Unless the casualty was caused by Tenant, rent shall be reduced from the date of damage until the date restoration work being performed by Landlord is substantially complete, with the reduction to be in proportion to the area of the Premises not usable by Tenant.

8.2 Waiver of Subrogation.

Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises and any alterations or tenant improvements it has made to the Premises. Neither Landlord, its managing agent nor Tenant shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks that are covered by property insurance or could be covered by a customary broad form of property insurance policy, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 Eminent Domain.

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Project or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. If this Lease is not terminated,

then rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in area of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord, and Tenant shall have no claim against Landlord or the condemnation award because of the taking.

10.1 Assignment and Subletting.

Tenant shall not assign or encumber its interest under this Lease or sublet all or any portion of the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law, and to all mergers and changes in control of Tenant, all of which shall be deemed assignments for the purposes of this paragraph. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no consent to one assignment or subletting shall be consent to any further assignment or subletting. If Tenant proposes a subletting or assignment for which Landlord's consent is required, Landlord shall have the option of terminating this Lease and dealing directly with the proposed subtenant or assignee, or any third party. If Landlord does not terminate this Lease, Landlord shall not unreasonably withhold its consent to any assignment or subletting provided the effective rental paid by the subtenant or assignee is not less than the current scheduled rental rate of the Project for comparable space and the proposed Tenant is compatible with Landlord's normal standards for the Project. If an assignment or subletting is permitted, any cash net profit, or the net value of any other consideration received by Tenant as a result of such transaction shall be paid to Landlord promptly following its receipt by Tenant. Tenant shall pay any reasonable costs incurred by Landlord in connection with a request for assignment or subletting, including reasonable attorneys' fees.

11.1 Default.

Any of the following shall constitute an Event of Default by Tenant under this Lease (time of performance being of the essence of this Lease):

- 11.1.1 Tenant's failure to pay rent or any other charge under this Lease within ten (10) days after it is due.
- 11.1.2 Tenant's failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20-day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to complete correction as soon as possible but not later than ninety (90) days after the date of Landlord's notice.
- 11.1.3 Failure of Tenant to execute the documents described in Section 16.1 or 16.3 within the time required under such Sections; failure of Tenant to provide or maintain the insurance required of Tenant pursuant hereto; or failure of Tenant to comply with any Laws as required pursuant hereto within 24 hours after written demand by Landlord.
- 11.1.4 Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for all or any portion of Tenant's properties or financial records.
- 11.1.5 Assignment or subletting by Tenant in violation of paragraph 10.1.
- 11.1.6 Vacation or abandonment of the Premises without the written consent of Landlord or failure to occupy the Premises within twenty (20) days after notice from Landlord tendering possession.

11.2 Remedies for Default.

Upon occurrence of an Event of Default as described in paragraph 11.1, Landlord shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law or under this Lease:

- 11.2.1 Landlord may at its option terminate this Lease, without prejudice to its right to damages for Tenant's breach. With or without termination, Landlord may retake possession of the Premises and may use or relet the Premises without accepting a surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Premises shall be sufficient if Landlord follows its usual procedures for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.
- 11.2.2 Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, Lease commissions paid for this Lease, and the unamortized cost of any tenant improvements installed by or paid for by Landlord. Landlord may sue periodically to recover damages as they occur throughout the Lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease. Such damages shall be measured by the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rate on judgments.

11.3 Right to Cure.

Landlord may, but shall not be obligated to, make any payment or perform any obligation which Tenant has failed to perform when required under this Lease. All of Landlord's expenditures incurred to correct the failure to perform shall be reimbursed by Tenant upon demand with interest from the date of expenditure at the rate of one and one-half percent per month. Landlord's right to correct Tenant's failure to perform is for the sole protection of Landlord and the existence of this right shall not release Tenant from the obligation to perform all of the covenants herein required to be performed by Tenant, or deprive Landlord of any other right which Landlord may have by reason of default of this Lease by Tenant, whether or not Landlord exercises its right under this paragraph.

12.1 Surrender; Holdover.

On expiration or early termination of this Lease Tenant shall deliver all keys to Landlord and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the term subject only to reasonable wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and any alterations, cables or conduits if required by paragraph 6.6, and shall repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Landlord may remove or dispose of it in any manner without liability, and recover the cost of removal and other damages from Tenant. If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to the provisions of this Lease except that rent shall be 1.25 times the total rent being charged when the Lease term expired, and any option or other rights regarding extension of the term or expansion of the Premises shall no longer apply; or (ii) to eject Tenant from the Premises (using self-help or otherwise) and recover damages caused by wrongful holdover.

13.1 Regulations.

Landlord shall have the right but shall not be obligated to make, revise and enforce rules and regulations or policies consistent with this Lease for the purpose of promoting safety, health, order, economy, cleanliness, and good service to all tenants of the Project, including, but not limited to, moving, use of common areas and prohibition of smoking. All such regulations and policies including those, if any, attached to this Lease, shall be complied with as if part of this Lease and failure to comply shall be a default.

14.1 Access.

During times other than normal Project hours Tenant's officers and employees or those having business with Tenant may be required to identify themselves or show passes in order to gain access to the Project. Landlord shall have no liability for permitting or refusing to permit access by anyone. Landlord may regulate access to

any Project elevators outside of normal Project hours. Landlord shall have the right to enter upon the Premises at any time by passkey or otherwise to determine Tenant's compliance with this Lease, to perform necessary services, maintenance and repairs or alterations to the Project or the Premises, to post notices of nonresponsibility, or to show the Premises to any prospective tenant or purchasers. Except in case of emergency such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by Tenant.

15.1 Notices.

Notices between the parties relating to this Lease shall be in writing, effective when delivered during business hours by electronic mail, facsimile transmission, hand delivery, private courier, or regular or certified U.S. mail.

Notices shall be delivered postage prepaid, to the address or facsimile number for the party stated in the Basic Lease Terms or to such other address as either party may specify by notice to the other. All notices go to address as set forth in 1 B. Rent shall be payable to Landlord at the same address and in the same manner, but shall be considered paid only when received.

16.1 Subordination and Attornment.

This Lease shall be subject to and subordinate to any mortgages, deeds of trust, ground lease, master lease or land sale contracts (here after collectively referred to as encumbrances) now existing against the Project. At Landlord's option this Lease shall be subject and subordinate to any future encumbrance, ground lease or master lease hereafter placed against the Project (including the underlying land) or any modifications of existing encumbrances, and Tenant shall execute such documents as may reasonably be requested by Landlord or the holder of the encumbrance to evidence this subordination. If any encumbrance is foreclosed, then if the purchaser at foreclosure sale gives to Tenant a written agreement to recognize Tenant's Lease, Tenant shall attorn to such purchaser and this Lease shall continue.

16.2 Transfer of Project.

If the Project is sold or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee and recognize it as the landlord under this Lease, and, provided the purchaser or transferee assumes all obligations under this Lease thereafter accruing, the transferor shall have no further liability hereunder.

16.3 Estoppels.

Either party will within ten (10) days after notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any encumbrance, or any underlying lessor, Tenant will agree to give such holder or lessor notice of and an opportunity to cure any default by Landlord under this Lease.

17.1 Attorneys' Fees.

In any litigation arising out of this Lease, including any bankruptcy proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees at trial and on any appeal or petition for review. If Landlord incurs attorneys' fees because of default by Tenant, Tenant shall pay all such reasonable fees whether or not litigation is filed. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection reasonable agency and other fees charged to Landlord in addition to rent, late charges, interest and other sums payable under this Lease.

18.1 Quiet Enjoyment.

Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to possession of the Premises free from any eviction or disturbance by Landlord or parties claiming through Landlord.

18.2 Limitation on Liability.

Notwithstanding any provision in this Lease to the contrary, neither Landlord nor its managing agent or employees shall have any liability to Tenant for loss or damages to Tenant's property from any cause, nor arising out of the acts, including criminal acts, of other tenants of the Project or third parties, nor any liability for consequential damages for any reason.

19.1 Additional Rent: Tax Adjustment.

Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of real property taxes for the Project. During the month of January of each year, Landlord shall estimate the amount of real property taxes for the ensuing calendar year. Tenant shall pay each month, at the same time as Base Rent, one-twelfth of Landlord's estimate of Tenant's Proportionate Share of real property taxes, provided that Landlord may revise its estimate during any year with reasonable cause and the additional estimate shall be payable as equal additions to rent for the remainder of the calendar year. Following the end of each calendar year, or when actual tax year information becomes available, Landlord shall compute the actual real property taxes and bill Tenant for any deficiency or credit Tenant with any excess collected. Tenant shall pay any such deficiency within thirty (30) days after Landlord's billing, whether or not this Lease shall have expired or terminated at the time of such billing. As used herein "Real property taxes" as used herein means all taxes and assessments of any public authority against the Project and the land on which it is located, the cost of contesting any tax and any form of fee or charge imposed on Landlord as a direct consequence of owning or leasing the Premises, including but not limited to rent taxes, gross receipt taxes, leasing taxes, or any fee or charge wholly or partially in lieu of or in substitution for ad valorem real property taxes or assessments, whether now existing or hereafter enacted. If any portion of the Project is occupied by a tax-exempt tenant so that the Project has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises, then Tenant shall pay 100 percent of such increase. If Tenant is tax-exempt Landlord shall pass through any credit for such exemption via a reduction in rent owed to Landlord.

19.2 Additional Rent: Operating Expense Adjustment.

Tenant shall pay to Landlord, as additional rent, Tenant's Proportionate Share of operating expenses for the Project. Landlord shall bill the Tenant for its proportionate share of actual operating expenses based on invoices received by landlord in a preceding month. As used herein "operating expenses" shall mean all costs of operating, maintaining and repairing the Project as determined by standard real estate accounting practice, including, but not limited to: all water and sewer charges; the cost of natural gas and electricity provided to the Project; janitorial and cleaning supplies and services, if provided by Landlord; administration costs and management fees; superintendent fees; security services, if any; insurance premiums; licenses, permits for the operation and maintenance of the Project and all of its component elements and mechanical systems; ordinary and emergency repairs and maintenance, and the annual amortized capital improvement cost (amortized over such a period as Landlord may select but not shorter than the period allowed under the Internal Revenue Code and at a current market interest rate) for any capital improvements to the Project required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Project. "Operating Expenses" shall also include all assessments under recorded covenants or master plans and/or by owner's associations.

19.3 Disputes.

If Tenant disputes any computation of additional rent or rent adjustment under paragraphs 19.1 through 19.3 of this Lease, it shall give notice to Landlord not later than thirty (30) days after the notice from Landlord describing the computation in question, but in any event not later than thirty (30) days after expiration or earlier termination of this Lease. If Tenant fails to give such a notice, the computation by Landlord shall be binding and conclusive between the parties for the period in question. If Tenant gives a timely notice, the dispute shall be resolved by an independent certified public accountant selected by Landlord whose decision shall be conclusive between the parties. Each party shall pay one-half of the fee for making such determination except that if the adjustment in favor of Tenant does not exceed ten percent of the amounts for the year in question,

Tenant shall pay (i) the entire cost of any such third-party determination; and (ii) Landlord's out-of-pocket costs and reasonable expenses for personnel time in responding to the audit. Nothing herein shall reduce Tenant's obligations to make all payments as required by this Lease.

20.1 Use of Hazardous Materials.

Neither Tenant nor Tenant's agents or employees shall cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Premises, unless Tenant demonstrates to Landlord and obtains Landlord's written consent, which consent can be withheld by Landlord in its sole and absolute judgment, that those Hazardous Materials (in incidental quantities) are necessary to or required as part of Tenant's business and will be generated, uses, kept, stored, or disposed of in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Premises (or the Project, if applicable), upon the expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of this Lease. If Tenant brings any Hazardous Materials upon the Premises, Landlord may require that Tenant perform an environmental evaluation of the Premises at the end of the term acceptable to Landlord. To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord, Landlord's managing agent and their respective agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the term directly or indirectly from the use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Premises which occurs during the term of this Lease. Tenant shall promptly notify Landlord of any release of Hazardous Materials in, on, or about the Premises that Tenant or Tenant's agents or employees becomes aware of during the Term of this Lease, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the state of Oregon or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," or "waste" under any federal, state or local law, (ii) petroleum, and (iii) asbestos.

20.2 Inspection Rights.

Landlord and Landlord's agents and employees shall have the right, but not the obligation, to inspect, investigate, sample, or monitor the Premises and the Project, including any soil, water, ground water, or other sampling, and any other testing, digging, drilling, or analyses, at any time to determine whether Tenant is complying with the terms of this Section 20.

20.3 Remedial Actions.

Landlord, at Tenant's sole cost and expense, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any claims or causes of action arising out of the storage, generation, use, transportation, disposal or presence of Hazardous Materials in, on, under, from, or about the Premises. If the presence of any Hazardous Materials in, on, under, or about the Premises caused or permitted by Tenant or Tenant's agents or employees results in: injury to any person, or injury to or contamination of the Premises or the Project, Tenant, at its sole cost and expense, shall promptly take all actions necessary to return the Premises or the Project to the condition existing before the introduction of those Hazardous Materials to the Premises or the Project.

20.4 Information.

Tenant shall provide Landlord with any and all information regarding Hazardous Materials in the Premises, including contemporaneous copies of all filings and reports to governmental entities, and any other information requested by Landlord. In the event of any accident, spill or other incident involving Hazardous Materials, Tenant shall immediately report the same to Landlord and supply Landlord with all information and reports with

respect to the same. All information described herein shall be provided to Landlord regardless of any claim by Tenant that it is confidential or privileged.

20.5 Survival.

The provisions of this Section 20, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

21.1 Complete Agreement; No Implied Covenants.

This Lease and the attached Exhibits and Schedules if any, constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations other than those expressly set forth herein.

21.2 Space Leased.

Tenant improvement plan to be added as an amendment at a later date after parties determine the full scope of work to be completed. Liquor sales will be permitted pending city approval.

21.3 Captions.

The titles to the paragraphs of this Lease are descriptive only and are not intended to change or influence the meaning of any paragraph or to be part of this Lease.

21.4 Nonwaiver.

Failure by Landlord to promptly enforce any regulation, remedy or right of any kind under this Lease shall not constitute a waiver of the same and such right or remedy may be asserted at any time after Landlord becomes entitled to the benefit thereof notwithstanding delay in enforcement.

21.5 Force Majeure.

If performance by Landlord of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotion's, fire or other casualty, or other causes beyond the reasonable control of Landlord, performance by Landlord for a period equal to the period of that prevention, delay, or stoppage is excused.

21.6 Commissions.

Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner.

Successors. This Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

21.8 Option to Extend

Tenant shall have one option to extend the lease term for one (2) five year period by notifying landlord in writing of its intent to extend on or before 180 days prior to the expiration of the original term; Option rent shall be at far market value and in no event less than the rent paid during the initial term of the lease.

	Lease Years	Rental (NNN) Per Sq. Ft.
	1-5	\$12
Option 1	6-10	\$13.20

Tenant shall have one option to extend the lease term for one (2) five year periods by notifying landlord in writing of its intent to extend on or before 180 days prior to the expiration of the original term; Option rent shall be at far market value and in no event less than the rent paid during the initial term of the lease.

21.9 Exhibits.

The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A"	-	Premises
Exhibit "B"	-	Additional Provisions
Exhibit "C"	-	Rules & Regulations
Exhibit "D"	-	Guaranty

Notwithstanding anything in this lease to the contrary, or any applicable law, the person or persons executing this Lease on behalf of the Tenant shall incur no personal liability with respect to Tenant's obligations or performance under the Lease.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

This Lease and all terms and conditions of this Lease are subject to and are not binding until a fully executed document is delivered to the Tenant.

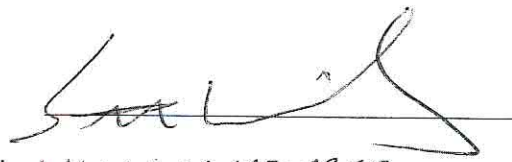
LANDLORD:

HRC Partners, LLC

By:

Title:

Date:


MANAGING MEMBER
10/14/14

TENANT:

By:

Title:

Date:

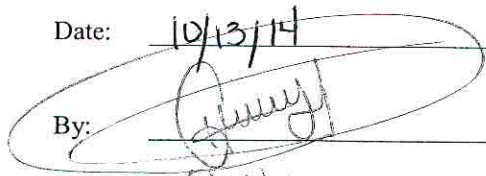
BriHany L. Jimenez Ocampo
owner (LLC)

TENANT:

By:

Title:

Date:


Owner
10/13/14

NNN LOI

EXHIBIT "A"
Premises

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Landlord Tenant

EXHIBIT "B" Additional Provisions

SECTION 1 – Space Leased As-Is.

- 1.1.1 Unless otherwise agreed by Landlord and Tenant in an addendum to the Lease, Tenant accepts the leased space in As-Is condition.

SECTION 2 – Right To Relocate.

- 2.1.1 Tenant and Landlord agree and understand that the current Leased Space (Suite I) consists of 5,950 square feet which is larger than the future projected needs of the Tenant. In consideration of this situation, and in order to help Tenant get their business established and take advantage of the upcoming holiday sales season, Landlord has temporarily reduced the rent to approximately 50% of current market rent (currently \$12.00/sf NNN) or \$6.00/sf NNN. At any time after January 1, 2014 Landlord shall have the right to require Tenant to relocate to any available space of a mutually agreeable square footage within the building with all costs of said move and costs of all tenant improvements to be paid by Tenant. Rent for the new space shall be at the rate of \$12.00/sf NNN. Tenant shall also have the option of remaining in Suite I at such time, however if Tenant elects to do so, rent shall be adjusted to \$12.00/sf NNN for the duration of the Lease.

SECTION 3 – HVAC System Maintenance & Repair.

- 3.1.1 Upon occupancy of the leased space by Tenant, Landlord shall have the HVAC equipment serving that space inspected by a mechanical contractor and perform any recommended maintenance or repairs at Landlord's expense. Tenant shall be responsible for all routine maintenance, repairs etc. thereafter in accordance with Section 6.1 of the Lease, however, Tenant's responsibility for repairs or replacement of equipment shall be limited to \$1,000.00 per year.

EXHIBIT "C"
Rules & Regulations

1. The entrances, halls, corridors, stairways, exits, and elevators shall not be obstructed by any of the tenants or used for any purpose other than for ingress from their respective premises. The entrances, halls, corridors, stairways, exits, and elevators are not intended for use by the general public but for the tenant and its employees, licensees, and invitees. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgement deems best for the benefit of the tenants generally. No tenant shall invite to the tenants' premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, elevators, parking lots and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they will not be used for any other purpose.
2. Landlord may refuse admission to the Building outside of the business hours of the Building to any person not producing identification satisfactory to Landlord. If Landlord issues identification passes, Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons.
3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shade, or screens, if any, which are different from the standards adopted by Landlord for the Building shall be attached to or hung in any exterior window or door of the premises of any tenant without the prior written consent of Landlord.
4. No sign, placard, picture, name lettering, advertisement, notice, or object visible from the exterior of any tenant's premises shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. Landlord may adopt and furnish to tenants general guidelines relating to signs inside the Building and Tenant shall conform to such guidelines. All approved signs or lettering shall be prepared, printed, affixed, or inscribed at the expense of the tenant and shall be of a size, color, and style acceptable to Landlord.
5. The windows that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by any tenant, or shall any bottles, parcels, or other articles be placed on the windowsills.
6. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, or vestibules.
7. No bicycles, vehicles, animals, fish, or birds of any kind shall be brought into or kept in the premises of any tenant or the Building.
8. No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant.
9. No tenant, nor any tenant's contractors, employees, agents, visitors, invitees or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, environmentally hazardous or otherwise dangerous fluid, chemical, or substance.
10. All movement of freight, furniture, packages, boxes, crates, or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may determine from time to time. Tenant shall pay any labor and engineering costs incurred by Landlord in connection with any moving herein specified to Landlord, on demand.

Please Initial

Landlord Tenant

11. No tenant shall use its premises, or permit any part thereof to be used, for manufacturing or the sale at retail or auction of merchandise, goods, or property of any kind, unless said use is consistent with the use provisions of the Lease.

12. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the judgement of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner, as Landlord shall determine.

13. Landlord, its contractors, and their respective employees shall have the right to use, without charge therefor, all light, power, and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.

14. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.

15. The requirements of tenants for any services by Landlord will be attended to only upon prior application to the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.

16. Canvassing, soliciting, and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

17. Each tenant shall store its trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of office building trash and garbage in the area of the Building without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times, as Landlord shall designate. No tenant shall cause or permit any unusual or objectionable odors to emanate from its premises that would annoy other tenants or create a public or private nuisance.

18. No coin vending machine, video game, coin or token operated amusement device, or similar machine shall be used or installed in any tenant's premises without Landlord's prior written consent.

19. No bankruptcy, going out of business, liquidation, or other form of distress sale shall be held on any of tenant's premises. No advertisement shall be done by loudspeakers, barkers, flashing lights, or displays or other methods not consistent with the character of an office building.

20. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with the economic heating, cleaning, or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical, or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.

21. No acids, vapors, or other similar caustic materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Building. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, invitees, visitors, or licensees shall have caused the same.

22. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the tenant's premises shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.

23. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

24. Landlord reserves the right to rescind, modify, alter, or waive any rule or regulation at any time prescribed for the Building when, in its reasonable judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants generally, and no alteration or waiver of any rule or regulation in favor of any tenant shall constitute a

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waiver or alteration in favor of any other tenant. Landlord shall not be responsible to any tenant for the nonobservance or violation by any other tenant of any of the rules and regulations at any time prescribed for the Building.

25. Landlord reserves the right to add to, modify, or otherwise change these Rules and Regulations. Such changes shall become effective when written notice thereof is provided to tenants of the Building.

EXHIBIT "D"

GUARANTY

In consideration of the agreement of Camel Plaza, LLC ("Landlord") to enter into a Lease dated October 21, 2013, (the "Lease") with _____ ("Tenant"), pertaining to 900 Camel Drive, Suite B & C, Gillette, Wyoming, the undersigned ("Guarantor") hereby unconditionally guarantees the punctual payment of all Rent, as defined in the Lease, and other payments required to be paid by Tenant, and the prompt performance of all other obligations of Tenant under the Lease. If Guarantor consists of more than one person or entity, all liability of Guarantor hereunder shall be joint and several. This Guarantee shall remain in full force and effect for the first thirty-six [36] months of the lease term only.

Guarantor shall be directly liable to Landlord for any amount due from Tenant under the Lease, without requiring that Landlord first proceed against Tenant. Guarantor agrees that Landlord may deal with Tenant in any manner in connection with the Lease without the knowledge or consent of Guarantor and without affecting Guarantor's liability under this Guaranty. Without limiting the generality of the foregoing, Guarantor agrees that any extension of time, assignment of the Lease, amendment or modification to the Lease, or compromise of the amount of any obligation or liability under the Lease made with or without the knowledge or consent of Guarantor shall not affect Guarantor's liability under this Guaranty.

Guarantor hereby waives presentment, protest, notice of default, demand for payment and all other suretyship defenses whatsoever with respect to any payment guaranteed under this Guaranty, and agrees to pay unconditionally upon demand all amounts owed under the Lease.

If Landlord retains an attorney to enforce this Guaranty or to bring any action or any appeal in connection with this Guaranty, the Lease, or the collection of any payment under this Guaranty or the Lease, Landlord shall be entitled to recover its attorney's fees, costs, and disbursements in connection therewith, as determined by the court before which such action or appeal is heard, in addition to any other relief to which Landlord may be entitled.

Each reference in this Guaranty to Landlord shall be deemed to include its successors and assigns, to whose benefit the provisions of the Guaranty shall also inure. Each reference in this Guaranty to Guarantor shall be deemed to include the successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty.

GUARANTOR: **Signature:** _____

GUARANTOR'S SSN: _____

Dated: _____

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