

LEASE

DATE: July 16, 2013

LESSOR: Camel Plaza LLC.

LESSEE: Burro Loco, LLC

TERM: 3 years commencing September 1, 2013 and ending August 31, 2016

PREMISES: 900 CAMEL DRIVE Suite BB
CITY OF GILLETTE
CAMPBELL COUNTY
STATE OF WYOMING
(See Exhibit A)

ARTICLE I PARTIES

This Lease made this 15 day of JULY 2013. By and between Camel Plaza LLC a Corporation, hereinafter referred to as "Landlord," and Burro Loco LLC. hereinafter referred to as "Tenant."

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

ARTICLE II

S201. Landlord leases to Tenant and Tenant leases from Landlord, for the term and upon the terms and conditions set forth in this lease, the store premises being measured and described approximately by the outside building lines, as follows (the "demised premises")

TOTAL AREA: 1300 square feet (Exhibit A Attached)

Located as outlined upon Exhibit "A" attached hereto, the same being a site plan of a Shopping Center (the "Shopping Center") erected upon the premises described thereon, together with the right to the non-exclusive use, in common with others, of all such automobile parking areas, driveways, footways and other facilities designed for common use, as may be provided or designated from time to time by Landlord for common use, subject however to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord. The purpose of the dimensions set forth above and the plan attached hereto as Exhibit "A" is to show the approximate location of the demised premises. All dimensions are approximate only. Landlord reserves the right to change the size, layout and location of any buildings or common areas and facilities shown on Exhibit "A" as well as reduce or expand the size of the Shopping Center.

ARTICLE III USE

S301 Tenant shall continually use and occupy the demised premises solely for the purpose of: Mexican Restaurant with the permission to obtain a liquor license from the city and provide liquor at the said location as long as they comply with all city and state requirements.

And for no other purpose. ~~Neither Tenant nor any person, firm or corporation directly or indirectly affiliated with Tenant shall conduct any commercial establishment within three (3) miles of the Shopping Center during the term hereof.~~

S302 Tenant shall open for business as soon as possible and shall operate all of the demised premises during the entire term of this Lease with due diligence and efficiency so as to produce the maximum gross receipts which may be produced by such manner of operation, unless prevented from doing so by causes beyond Tenant's reasonable control. Subject to inability by reason of strikes or labor disputes or unavailability of goods or other reasons beyond Tenant's reasonable control, Tenant shall carry at all times in the demised premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Landlord and Tenant. Tenant shall conduct its business in the demised premises during the regular customary days and hours for such business in the Shopping center area and will keep open for business during the same days, nights and hours as the majority of the stores in the Shopping Center.

ARTICLE IV TERM

S401 The term of this Lease shall commence September 1, 2013 and shall end (unless sooner terminated as hereinafter provided) at Midnight on August 31, 2016.

ARTICLE V
RENT

S501 Tenant shall pay to Landlord a minimum annual rent in the sum set forth below, payable in advance in equal monthly installments on the first day of the month during the terms hereof, without prior demand therefore:

\$18,200.00 PER ANNU
\$ 1,516.67 PER MONTH PLUS \$222.08 IN MONTHLY CAM
\$ 1,738.75 PER MONTH INCLUDES RENT AND CAM

Such minimum rent shall commence to accrue on September 1, 2013, said date being herein sometimes referred to as the "Rental Commencement Date." The first rental payment date hereunder shall be the first day of the first calendar month following the Rental Commencement Date and shall include, in addition to one period from the Rental Commencement Date to such rental payment date. Tenant shall pay when due any and all taxes assessed or imposed upon Landlord with respect to the rents paid by Tenant to Landlord under this lease.

S502 For each lease year or portion thereof during the term hereof, Tenant shall pay (on the monthly basis provided for in Section 504 hereof), in addition to minimum rent, percentage rental which shall be in the amount equal to _____ percent of Tenant's gross receipts in the demised premises; there shall be deducted from such sum the minimum rent actually paid for such period. Anything herein to the contrary notwithstanding, there shall be no abatement, apportionment or suspension of the percentage rent payable hereunder.

S503 The first lease year shall begin on the Rental Commencement Date and shall extend through the termination date.

S504 Within thirty (30) days after the end of each month during the term of this lease, Tenant shall submit to Landlord an accurate, un-audited, written statement signed by Tenant or on its behalf by a duly authorized officer or representative, showing the full amount of Tenant's gross receipts in the demised premises during such month and shall pay to Landlord the percentage rent, if any, accrued and payable with respect to such month.

S505 Within thirty (30) days after the end of each lease year, commencing with the first lease year, Tenant shall submit to Landlord a complete statement certified by an independent certified public accountant acceptable to Landlord and also certified by Tenant or on its behalf by a duly authorized officer or representative, showing accurately and in such detail as reasonably required by Landlord the full amount of Tenant's gross receipts in the demised premises during the immediately preceding lease year and the percentage rental for such lease year. At the same time, Tenant shall pay to Landlord the full balance of percentage rent payable for said year, if any. Any excess of percentage rental that Tenant may have paid for such lease year shall be applied against minimum rent thereafter falling due.

S506 The term "gross receipts" as used herein is hereby defined to mean gross receipts from all business conducted upon or from the demised premises, whether such receipts be obtained at the demised premises or elsewhere, and whether such business be conducted by Tenant, and whether such receipts be evidenced by check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services rendered, together with the amount of all orders taken, received or filled at the demised premises, whether such orders be filled from the demised premises or elsewhere. If any one or more departments or other divisions of Tenant's business shall be sublet by Tenant or conducted by any person, firm or corporation other than Tenant, there shall be included in gross receipts for the purpose of fixing the percentage rent payable hereunder all the gross receipts of such departments or divisions whether such receipts be obtained at the demised premises or elsewhere, in the same manner and with the same effect as if the business of sales of such departments and divisions of Tenant's business had been conducted by Tenant itself. Gross receipts shall not include sale of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been previously included in gross receipts; and there shall be deducted from gross receipts the sales price of merchandise returned by customers for exchange, provided that the sales price of the merchandise delivered to the customer in exchange shall be included in gross receipts. Gross receipts shall not include the amount of any sales or use tax levied directly on sales and collected from customers and paid by Tenant, provided that specific record is made at the time of each sale of the amount of such sales or use tax and the amount thereof is separately charge to the customer. No franchise or capital stock tax and no income or similar tax based upon income or profits as such and no gross receipts tax shall be deducted from gross receipts.

S507 The business of Tenant and of any sub-lessee, licensee or concessionaire upon the demised premises shall be operated so that a duplicate sales slip, invoice or cash register receipt, serially numbered, shall be issued with each sale or transaction, whether for cash, credit or exchange. Tenant shall keep at all times during the term hereof, at the demised premises or at the general office of the Tenant, full, complete and accurate books of account and records in accordance with accepted accounting practices with respect to all operations of the business to be conducted in or from the demised premises including the recording of gross receipts and the receipt of all merchandise into and the delivery of all merchandise from the demised premises during the term hereof, and shall retain such books and records, and other documents and papers in any way relating to the operation of such business, for at least two (2) years from the end of the lease year to which they are applicable, or, if any audit is required or a controversy should arise between the parties hereto regarding the rent payable hereunder, until such audit or controversy is terminated. Such books and records shall at all reasonable times during the retention period above referred to be open to the inspection of Landlord or its duly authorized representatives, who shall have full and free access to the same and the right to require of Tenant, its agents and employees, such information or explanation with respect to the same as may be necessary for a proper examination thereof.

S508 If it is determined that the actual gross receipts for any period covered by the statement required pursuant to S505 of this Article V shall exceed the amount thereof shown in said statement by three percent (3%) or more, Tenant shall pay all the expenses incurred by Landlord in determining the actual gross receipts for said period.

S509 Tenant shall, without prior notice or demand and without any set-off or deduction whatsoever, pay all rentals and other charges and render all statements herein prescribed at the office of **Stuart Nibley with Camel Plaza LLC P.O. Box 4349 Hailey ID 83333-4349** or to such other person or corporation, and at such other place, as shall be designated by Landlord, in writing. If Landlord shall pay any moneys, or incur any expenses in correction or any violation of any covenant of Tenant herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rentals payable by Tenant with the first installment of rental thereafter to become due and payable, and may be collected or enforced as by law provided with respect to rentals. If Tenant is ten (10) or more days late in the payment of any sums to be paid under this lease, Tenant covenants and agrees to

pay a late penalty equal to six (6%) percent of the amount due, and in addition, the amount due, plus the penalty thereto, shall bear interest at the ten (10%) percent per annum from the date when due but not in excess of the highest legal rates.

ARTICLE VI

COMMON USE AREAS AND FACILITIES; TENANT'S PROPORTIONATE SHARE OF TAXES, INSURANCE AND COSTS OF OPERATION AND MAINTENANCE OF COMMON AREAS

S601 All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, their officers, agents, employees and customers, including, but not limited to parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other similar facilities, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of such parking areas and other facilities above referred to; and to make all rule and regulations pertaining to and necessary for the proper operation and maintenance of the common facilities. Tenant hereunder and any other subtenants and licensees shall comply with all rules and regulations made by landlord pertaining to the operation and maintenance of said common facilities, including but not limited to such reasonable requirements pertaining to the operation and maintenance of said common facilities, including but not limited to such reasonable requirements pertaining to sanitation, other vehicles; and safety and security against fires, theft, vandalism, personal injury and other hazards. The parking area shall be limited to parking for customers of Tenants of the Shopping Center and its employees may not park in any portion of the parking area, except that portion thereof designated or which hereafter be designated as "Employees Parking Area."

S602 For each year of the term hereof, Tenant shall pay to Landlord, as additional rent, Tenant's proportionate share" of: (i) all "costs of operation and maintenance of the common facilities" of the Shopping Center; (ii) all "real estate taxes" levied and assessed against the Shopping Center; and (iii) all fire insurance and extended coverage upon the Shopping Center. As and for Tenant's proportionate share, as hereinafter defined, Tenant shall pay to Landlord the minimum annual charge of (\$ 2.05) multiplied by the number of square feet of the total area of the demised premises, payable as additional rent in equal monthly installments at the same time as fixed minimum rent is payable hereunder, without demand and without any deduction or set-off whatsoever. If Tenant's proportionate share of the actual costs of operation and maintenance of the common facilities, real estate taxes, and fire and extended coverage for any fiscal year of Landlord exceeds \$2.05 per square foot multiplied by the number square feet of the total area of the demised premises, within ninety (90) days after the end of the Landlord's fiscal year, Landlord will deliver to Tenant a statement showing in reasonable detail Tenant's proportionate share of such actual cost and, within twenty (20) days after delivery of such statement, Tenant will pay any excess as shown to be due by said statement, as additional rent. In the event that such statement indicated that Tenant has paid, more than its proportionate share, Landlord shall apply such excess payment because of Tenant's proportionate share for the following fiscal year. The statement submitted by Landlord shall be sufficient evidence of such costs, taxes, and insurance costs. For the purposes of this Section 602:

- (1) Tenant's proportionate share shall be in the same proportion as the total area of the demised premises bears to the total area of the demised premises bears to the total number of square feet of ground floor gross leaseable area contained within all buildings which are erected and completed in the Shopping Center; and
- (2) The "costs of operation and maintenance of the common facilities" shall include all expenditures by or on the behalf of Landlord in operating and maintaining the common facilities, including without limitation, the cost of all of Landlord's insurance relating to the common facilities (including but not limited to bodily injury, public liability, property damage liability, automobile insurance, sign insurance, and any other insurance carried by Landlord for the common areas in limits selected by Landlord, gardening and landscaping, assessments, repairs, preventive maintenance, repainting including restriping of parking lot and access ways, rental of signs and equipment, lighting sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation over a period not exceeding sixty (60) months of machinery, equipment and other assets used in the operation and maintenance of the Shopping Center, repair or replacement of on-site water lines, sanitary sewer lines, storm water lines and electrical lines and equipment serving the property, the cost of police, security and traffic control services, and the cost of all personnel required to supervise, implement and accomplish all of the foregoing; and
- (3) ~~All "real estate taxes" shall include all taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits, which shall during the term hereof be laid, assessed, levied imposed upon or become due and payable, subject only to the following:~~
 - (a) Franchise, estate, inheritance, succession, capital levy, transfer, federal and state income and excess profits taxes imposed upon Landlord shall be excluded; and
 - (b) If at any time during the term of this Lease, a tax or excise on rents or other tax, however described, is levied or assessed against Landlord on account of the rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed on land and buildings, such tax or excise on rents or other tax shall be included within the definition of real estate taxes, but only to the extent of the amount thereof which is lawfully assessed or imposed as a direct result of Landlord's ownership of this Lease or of the rentals accruing upon this Lease.

S603 Tenant shall be responsible for and shall pay before delinquency all taxes assessed against any leasehold interest or personal property of any kind owned or placed in, upon or about the demised premises by Tenant.

ARTICLE VII PUBLIC UTILITIES

S701 In addition to all rentals herein specified, Tenant shall be responsible for and shall pay for all utilities used or consumed in or upon the demised premises, and all sewer charges as and when the charges therefore shall become due and payable, commencing on the Rental Commencement date. Tenant shall make all appropriate application to the local utility companies and pay all required deposits for meters and service for all utilities within sixty- (60) day after the date of this Lease.

S702 In the event any utility or utility services are furnished to Tenant for which a lien could be filed against the demised premises or any portion thereof (such as water, rent or sewage disposal), the Tenant shall at Landlord's request, pay the cost thereof to Landlord as and when the charges therefor become due and payable; otherwise, Tenant shall deliver original receipted bills therefore to Landlord within thirty (30) days after the same are due and payable without interest or penalty.

ARTICLE VIII
REPAIRS

S801 Landlord will keep the roof and the exterior walls of the demised premises in proper repair, excepting any work done by Tenant, any glass or doors, and excepting work required by reason of Tenant's negligence or misuse of the demised premises, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs. The repair or replacement of work done by Tenant, glass and doors and damage caused by Tenant's negligence or misuse of the demised premises shall be the responsibility of and shall be done by the Tenant. Tenant will also keep the interior of the demised premises, together with all electrical, plumbing, heating, air conditioning and other mechanical installations therein, all doors, all plate glass and door and window glass and all fixtures, equipment and stock, clean and in good order and proper repair (including necessary replacements and periodic painting) at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the demised premise at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage. Except as hereinabove provided, Landlord shall have no obligation to repair, maintain, alter, or modify the demised premises or any part thereof or any mechanical installation therein. Under no circumstances shall Landlord be obligated to repair, replace, or maintain any plate glass or door or window glass.

ARTICLE IX
TENANT'S RIGHT TO MAKE ALTERATIONS

S901 Tenant shall not make any alterations, improvements or additions to the demised premises without first obtaining the written consent of the Landlord. Tenant shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the demised premises without first obtaining the written consent of the Landlord. Written consent will be given when proposed renovation plans are submitted to Landlord and Landlord has had reasonable time to review the proposed plans and approve. Tenant shall restore premises to the same good order and condition in which it was at the commencement of this Lease. The Landlord prior to commencement of any renovations will take photographs and both parties shall sign in agreement of the condition. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as additional rent. Tenant shall submit to Landlord all plans for renovation for approval. Photos will be secured prior to renovations commencing.

ARTICLE X
AFFIRMATIVE COVENANTS OF TENANT

S1001. Tenant shall:

- (i) Comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant or its use of the demised premises, and save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so.
- (ii) Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the demised premises.
- (iii) Load and unload goods at such times in the areas and through such entrance as may be designated for such purposes by Landlord. Such trailers or trucks shall not be permitted to remain parked, overnight, in any area of Shopping Center, whether loaded or unloaded.
- (iv) See that there are no undue accumulations of garbage and refuse; keep the same in proper containers on the interior of the demised premises, until called for collection; remove the same at Tenant's expense; all in accordance with municipal regulations.
- (v) Keep the outside areas immediately adjoining the demised premises clean and free from ice and not to place or permit any rubbish, obstructions or merchandise in such areas.
- (vi) Keep the demised premises (including all exterior surfaces and both sides of all glass) clean, orderly, sanitary and free from objectionable odors and free from insects, vermin and other pest.
- (vii) Conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation.
- (viii) Comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time, promulgated by Landlord, which Landlord in its sole discretion shall deem necessary in connection with the demised premises, the building of which the demised premises are a part, of the Shopping Center, including the installation of such fire extinguishers, water buckets and other safety equipment as Landlord may reasonably require.
- (ix) Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge levied on account of any mechanic's laborer's or material man's lien which might be of become a lien, encumbrance or charge upon Landlord's interest in the leased premises. If any such mechanic's laborer's or material man's lien shall at any time be filed against the demised premises or any part thereof, Tenant, within twenty (20) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond or order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the enforcement of such lien by the lien holder and to pay the amount of the judgement in favor of the lien holder and to pay the amount of the judgement in favor of the lien holder, with interest, costs and allowances. Tenant shall reimburse and pay to Landlord on demand any amount so paid by the Landlord and all costs and expenses, including reasonable attorney's fees, incurred by lessor in connection therewith, together with interest thereon at the rate of ten (10%) percent per annum from the respective dates of Landlord's notice to Tenant of the making of the payment or the incurring of the cost and expense, including such attorney's fees.

ARTICLE XI
NEGATIVE COVENANTS OF TENANT

S1101 Tenant shall not do any of the following without the prior written consent of the Landlord:

(i) Use or operate any machinery that, in Landlord's opinion, is harmful to the building or disturbing to other tenants in the building of which the demised premises is a part, nor shall Tenant use any loud speakers, televisions, phonographs, radios or other devices in a manner as to be heard or seen outside of the demised premises, not display merchandise on the exterior of the demised premises either for sale or for promotional purposes.

(ii) Do or suffer to be done, any act, matter or thin objectionable to the said insurance companies whereby the fire insurance or any other insurance now is force or hereafter to be building of which the Tenant received possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as additional rent any and all increase or increases of premiums on insurance carried by Landlord on the demised premises, the Shopping Center or any part thereof, caused in any way by the occupancy of Tenant.

(iii) Attach any awning, antenna or other projection to the roof or outside walls of the demised premises or the building of which the demised premises are a part.

(iv) Conduct any auction, fire, bankruptcy or selling out sale on or about the demised premises.

(v) Execute or deliver any security interest in any trade fixtures or other property placed upon the demised premises at any time.

(vi) Solicit business or distribute any handbills or other advertising matter in the common areas of the Shopping Center.

ARTICLE XIII **SIGNS**

S1201 Tenant shall not place, alter, exhibit, inscribe, paint or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the demised premises or of the building of which the demised premises is a part, or inside the demised premises if visible from the outside, without first obtaining the Landlord's written approval thereof; and Tenant further agrees to maintain such sign, awning, canopy, lettering, etc., as may be approved in good condition and repair at all times, and repair all damage to the demised premises that is caused by the installation, maintenance or removal of such signs, lettering, etc.

Tenant agrees to install two signs on the free standing Camel Plaza directory sign, one on each side (to be of the same size as the small directory signs currently installed, and install signage on the front of the building, in the apace provide.

ARTICLE XIII **RIGHTS OF LANDLORD**

S1301 Landlord reserves the following rights with respect to the demised premises:

(i) At all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the demised premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the demised premises or the building of which the demised premises are a part, to perform any defaulted obligation of Tenant or for any other proper purposes.

(ii) To display a "For Sale" sign at any time, and also after notice from either party of intention to terminate this Lease, or at any time within five (5) months prior to the expiration of this Lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be places upon such part of the demised premises as Landlord shall require, except display windows or doors leading into the demised premises. Prospective purchasers or tenants authorized by Landlord may inspect the premises at reasonable hours at any time.

(iii) To install or place upon, or affix to, the roof and exterior walls of the demised premises, equipment, signs, displays, antennas and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

ARTICLE XIV **DAMAGE TO PREMISES**

S1401 If the demised premises shall be damaged by the elements of other casualty or by fire, not due to Tenant's in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the minimum annual rent shall not be abated. If by reason of any such occurrence, the demised premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the minimum rent meanwhile shall be abated proportionately at to the portion of the demised premises rendered untenable. If the demised premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired, and the minimum rent meanwhile shall be abated in whole, provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the rent to be adjusted as of such date. Landlord's obligations hereunder shall be limited to the building shell. Provided, however, in no event shall Landlord have any obligation to rebuild if such damage or destruction occurs during the last 10 months of the term of this lease. All insurance proceeds shall belong to Landlord.

ARTICLE XV **INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE**

S1501 Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property occurring in or about, or arising from or out of, the demised premises and adjacent sidewalks and loading platforms or areas or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, customers or employees. Tenant shall keep in force at its own expense public liability insurance in companies acceptable to Landlord sufficient to cover such indemnification and naming as insured both Landlord and Tenant, (and, upon request, any other party named by Landlord) and containing an express waiver of any right of subrogation against Landlord and other named insures designated by Landlord, with minimum limits of 1,000,000.00 on account of bodily injuries to or death one or more person(s) as the result of any one accident or disaster, and

2,000,000.00 on account of damage to property, and Tenant will further deposit the policy or policies of such insurance or certificates thereof, with Landlord with evidence or payment of premium at all times commencing with the date Tenant first enters upon the demised premises for any purpose. Each policy shall provide against cancellation without twenty (20) days prior written notice to the named insures.

ARTICLE XVI **WAIVER OF CLAIMS**

S1601 Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any theft, fire, accident, occurrence or condition in or upon the demised not limited to such claims for damage resulting from (i) any equipment, electric wiring or installation therefore, water piped, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or premises of otherwise; (vii) the falling of any fixtures, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings.

S1602 In the event the demised premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party hereto against the other with respect to such damage or destruction are waived; and all policies of fire and / or extended coverage or other insurance covering the demised premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insures have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

ARTICLE XVII **TRADE FIXTURES**

S1701 All trade fixtures installed by Tenant in the leased premises shall be new or completely reconditioned and remain the property of Tenant and shall be removable prior to the expiration or earlier termination of this Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default under covenant or agreement contained in this Lease; and promptly restore the premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become the property of Landlord.

ARTICLE XVIII **ASSIGNING, MORTGAGING, SUBLETTING**

S1801 Tenant shall not assign, mortgage, pledge or encumber this Lease, in whole or in part, nor sublet the whole or any part of the demised premises, or permit the use of the whole or any part of the demised premises by any licensee or concessionaire, without first obtaining the written consent of Landlord. This prohibition shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event of any such assignment, subletting, licensing or granting of a concession, made with the written consent of the Landlord as aforesaid, Tenant will nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Lease. Any permitted assignment or subletting shall be by agreement in form and content acceptable to Landlord.

ARTICLE XIX **SUBORDINATION**

S1901 This Lease shall, upon request by Landlord, be subject and subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the Shopping Center, or any part thereof, and to all future modifications, consolidations, supplements to said leases, mortgages or deeds of trust. Notwithstanding such subordination, as aforesaid, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure or other default proceedings under said leases, mortgages, deeds of trust or obligations secured thereby, and Tenant shall attorn to and recognize the Lessor, Mortgagee, Trustee, Beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as Tenant's Landlord for the balance of the term of this Lease, subject to all of the terms and provisions hereof.

S1902 Tenant agrees to execute, acknowledge, and deliver all documents required to effectuate the provisions of this Agreement.

ARTICLE XX **OFFSET STATEMENT**

S2001 Within ten (10) days after request therefor by Landlord, or in the event that upon sale, assignment, lease or hypothecation of the leased premises and/or the land thereunder by Landlord, an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed Mortgagee, Lessor or purchaser, or to the Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and if required, to deliver a current financial statement.

ARTICLE XXI **TRANSFER BY LANDLORD**

S2101 The term "Landlord" as used in this Lease means the Owner, only for the time being, of the demised premises. So long as all sums held in escrow by Landlord are paid over to any purchaser of said premises, Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of sale of said demised premises, and it shall be construed without further agreement between the parties that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such sale.

ARTICLE XXII **CONDEMNATION**

S2201 Tenant hereby waives as to landlord and the condemning authority any award or damage or claim therefore for loss or damage to Tenant as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the demised premises or any portion of the parking area or service entrances and exits. Should any power of eminent domain be void or impair this Agreement unless the amount of the demised premises so taken is such as to substantially impair the usefulness of the demised premises for the purpose for which the same are hereby demised in which event either party may cancel this Lease by notice to the other within sixty (60) days after possession is taken, and the rental herein provided shall abate (proportionately or entirely, as the case may be) as of the date possession is taken by the condemning authority.

ARTICLE XXIII
SURRENDER AND HOLDING OVER

S2301 Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably render to Landlord the premises in broom clean condition. If Tenant remains in possession of the premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the premises as a tenant at will, subject to all the covenants, conditions and agreements of this Lease.

ARTICLE XXIV
NOTICES

S2401 Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

TO THE LANDLORD AT: Camel Plaza LLC
Stuart Nibley
P.O. Box 4349 Hailey ID 83333-4349

TO THE TENANT AT: Burro Loco, LLC
Brittany L. Jimenez Ocampo
900 Camel Drive suite BB
Gillette, WY 82716

Such addresses may be changed from time to time by either party by serving notices as above provided.

ARTICLE XXV
EVENTS OF DEFAULT

S2501 The occurrence of any of the following shall constitute an event of default hereunder:

- (i) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.
- (ii) Failure of Tenant to pay when due any installment of rent hereunder or any other sum herein required to be paid by Tenant.
- (iii) Tenant's failure to perform any other covenant or condition of this Lease within twenty (20) days after written notice and demand, unless the failure is of such a character as to require more than twenty (20) days to cure, in which event Tenant's failure to proceed diligently to cure such failure shall constitute an event of default.

ARTICLE XXVI
RIGHTS OF LANDLORD UPON DEFAULT BY TENANT

S2601 In the event of occurrence of an event of default hereunder:

- (i) This Lease may be immediately terminated at the option of the Landlord, without further notice and without obligations whatsoever to Tenant.
- (ii) Upon said termination Landlord may immediately re-enter the premises and distrain for rent due or remove therefrom any property, which does not belong there, without liability or obligation of any kind to Tenant.
- (iii) Landlord shall have a lien on the leasehold estate hereby created and on all property kept or used on the leased premises, whether the same is exempt from execution or not, to secure payment of any and all monies then due of thereafter becoming due to Landlord under the terms and conditions of this Lease, and to secure the prompt performance and fulfillment by Tenant of each and every one of said terms and conditions.
- (iv) It is expressly understood (1) that time shall be of the essence; (2) that the failure of Landlord to exercise any right hereunder shall not constitute a waiver of any other or further default of Tenant, including any other or further default in the payment of rent when due; and (3) that the enumeration herein of express rights, options and privileges shall not limit Landlord thereto nor deprive Landlord of any other remedy or action or cause of action by reason of any default of Tenant, including the right to recover from Tenant any deficiency upon re-renting.

(v) Tenant shall pay Landlord for all costs and expenses, including reasonable attorney fees, incurred by Landlord in connection with the recovery of any rent due and unpaid under the terms of this Lease, or the breach of any of the terms and conditions contained herein, or the recovery of possession of the premises, whether by legal action or otherwise and whether or not any such action shall proceed to judgment.

(vi) In addition to all the rights of the Landlord upon default by Tenant, as hereinabove contained, Landlord shall have the right to utilize the Forcible Entry and Detainer Statute of the State of Wyoming upon the breach of Tenant of any terms and conditions contained in the Lease.

(vii) In addition to the provisions of paragraph (iv), hereinabove contained, providing that the Landlord shall have the right to recover from Tenant any deficiency upon re-renting, it is specifically agreed that all of the unpaid rent for the remainder of the term of the Lease shall be immediately due and owing, and Landlord shall have the right to bring an action for the entire amount without having to wait until the end of the term, and without the obligation to mitigate any damages in the form of unpaid rent, as sustained by Landlord.

ARTICLE XXVII **CUSTOM AND USAGE**

S2701 Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of the Lease in strict accordance with the terms hereof and notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times. The failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to specific terms, provisions and covenants of this Lease or as having modified or waived the same.

ARTICLE XXVIII **SUCCESSORS AND ASSIGNS**

S2801 All rights, obligations and liabilities herein, given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, subleases and assigns of said parties, subject to the provisions of Section 2101; provided, however, that the liability of Landlord hereunder and any successor in interest and title to the demised premises shall be limited to his or its interest in the Shopping Center, and no other assets of the Landlord other than his or its interest in the Shopping Center shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease. If there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

ARTICLE XXIX **SCOPE AND INTERPRETATION OF THE AGREEMENT**

S2901 This Lease shall be considered to be the only agreement between the parties hereto pertaining to the demised premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of Wyoming shall govern the validity, interpretation, performance, and enforcement of this Lease.

ARTICLE XXX **CAPTIONS**

S3001 Any headings preceding the text of the several Articles and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

ARTICLE XXXI **MISCELLANEOUS**

S3101 Tenant agrees to indemnify and hold harmless Landlord with respect to any claim, cause of action or proceeding, in law or in equity, civil, criminal or administrative, asserted or brought by any person, firm, corporation, including without limitation, any government or agency thereof, and any private individual, corporation or other entity, claiming or asserting that the exclusive contained in Section 302 constitutes an unfair method of competition or unfair and deceptive act or practice in commerce, or is in restraint of trade, or constitutes a violation of any of the Anti - Trust Laws of the United States, including but not limited to, the Federal Trade Commission Act, or any state law having its purpose the preservation of competition and/or the outlawing of agreements, combinations and conspiracies in restraint of trade or commerce. Tenant agrees to defend at its own expense any lawsuit or proceeding referred to above and to reimburse Landlord for any reasonable expenses or damages, including reasonable attorney's fees incurred in any such proceeding, lawsuit, administrative action or investigation commenced in whole or in part by reason of said exclusive clause.

ARTICLE XXXII **SPECIAL PROVISIONS**

Tenant accepts the "demised premises" in an "as is" condition and without any representation or warranties of any kind or nature by Landlord or its agents or representatives. Any Tenant improvements made by Tenant to the demised premises shall be made in a good and workmanlike manner using first-class workmanship and materials and shall be in strict conformance with plans and specifications approved in writing in advance by Landlord. Once construction of such Tenant improvements is started, they shall be diligently prosecuted to completion with as little inconvenience as possible to other tenants within the Shopping Center.

S3202 Notwithstanding the provisions of S602 to the contrary, Landlord may, at its election, prepare a budget at the commencement of each calendar year for the estimated costs of operation and maintenance of the common facilities, real estate taxes and insurance payable by Tenant pursuant to S602 and, in such event, Tenant shall pay its proportionate share thereof monthly in advance based upon such budget at the same time as payment of monthly rental with adjustment at year end as provided in S602. Such budget may be adjusted during the year by Landlord in order to more accurately reflect actual costs.

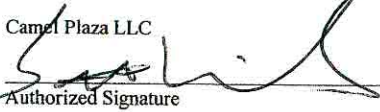
S3203 Tenant, prior to the Rental Commencement Date, shall deposit with Landlord the sum of \$1500 said deposit being given to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease by the Tenant to be kept and performed during the term hereof. Tenant agrees that if Tenant shall fail to pay the rent herein reserved promptly when due, said deposit may, at the option of the Landlord (but Landlord shall not be required to)

be applied to any rent due and unpaid, and if the Tenant violates any of the terms, covenants and conditions of this Lease, said deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered. Should the entire security deposit or any portion thereof be appropriated or applied by Landlord, Tenant shall forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original amount.

S3204 Landlord shall have the right to co-mingle the security deposit with other funds and shall not be required to pay any interest on said security deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Camel Plaza LLC



Authorized Signature

MANAGER

Title

9/26/13

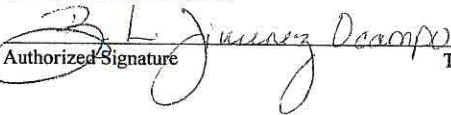
Date

Authorized Signature

Title

Date

Brittany L Jimenez Ocampo



Authorized Signature

Title

Owner

09/06/2013

Date