

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 8/26/10

LEASE No. LCO14533

THIS LEASE, made and entered into this date between Casa De Chupita, INC
whose address is: 839 Rose St.

Craig, Colorado 81625-2033

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR,
and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 5,000 Rentable Square Feet (RSF), yielding approximately 5,000 ANSI/BOMA area of office and related space with 8 surface parking spaces and 3 structured parking space provide at no additional cost for space located at:

466 Tucker Street

Craig, Colorado 81625-1943

to be used for such purposes as may be determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years commencing on August 21, 2010 through August 20, 2020, following the delivery of the leased premises in full compliance with the terms and conditions of the SFO.
3. The Government shall pay the Lessor, commencing on the Commencement Date, annual rent as follows:

<u>Years</u>	<u>Shell</u>	<u>Operating</u>	<u>Total Annual</u>
1-3	\$70,000.00	\$32,550.00*	\$102,550.00
4-6	\$77,500.00	\$32,550.00*	\$110,050.00
7-10	\$83,750.00	\$32,550.00*	\$116,300.00

*Subject to annual CPI adjustments.

Rent for a lesser period shall be prorated. Rent shall be payable through Electronic Fund Transfer (EFT) to:

Casa De Chupita, INC

839 Rose St.

Craig, Colorado 81625-2033

4. The Government may terminate this lease in whole or in part at any time after five (5) years by giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. Paragraph 5 is intentionally omitted.

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RECEPTION TO SF2 APPROVED

GSA/RIMS 12D89

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by Solicitation for Offers No. 8C02138 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 6.15 entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
 - D. Utilities and maintenance as specified in Solicitation For Offer No. 8C02138 attached and made part of this lease. The Agency's normal working hours are from 6:30 a.m. to 6:00 p.m., except Saturday and Sunday, although 24-hr access must be provided 7 days a week. All fire and life safety requirements must be met prior to occupancy. Any requirements that are exempt have been noted. The Lessor shall provide Radon Gas Test to the Government in accordance with paragraph 8.8 - Radon in Air of Solicitation For Offer No. 8C02138. In the event of failure by the Lessor to provide the initial space alterations under this lease by the specified time periods, the Government may, by contract or otherwise, provide these items/alterations, and charge to the Lessor any cost incurred by the Government that is related to the provision of such, including any administrative cost, and deduct such cost from any rental payments.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers No. 8C02138 - 49 pages.
 - B. Attachment #2 - Special Requirements for [REDACTED] - 25 pages
 - C. Attachment #3 - GSA Form 3517B, General Clauses (Rev 11/05)
 - D. Attachment #4 - GSA Form 3518, Representations and Certifications (Rev 1/07)
8. The following changes were made in this lease prior to its execution:

CONTINUED ON SHEET NO. 1

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR, Casa De Chupita, INC

BY [Signature] (Signature)

IN PRESENCE OF:

[Signature]
(Signature)

[REDACTED] (Address)

[Signature]

8/26/10

SHEET NUMBER 1 ATTACHED) AND FORMING A PART OF LEASE (LCO14533

9. The Lessor shall remain responsible for maintenance, repair, and replacement of any installed items under this lease. These items can be removed by the Government at any time and the Lessor waives restoration in connection with these items. If after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, the title shall pass to the Lessor.
10. There are no Tenant Improvements associated with this lease.
11. The Common Area Factor for this lease is 1.0.
12. Pursuant to Paragraph 4.2, Tax Adjustment (AUG 2008), for the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 100% based upon occupancy of 5,000 Rentable Square Feet in a building with a total of 5,000 RSF. This percentage shall be subject to adjustment to take into consideration additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. Base year share of annual Real Estate Taxes is \$3,883.00 or approximately \$,78 per RSF and cost is included in Shell Rental Rate.
13. Pursuant to SFO Paragraph 4.3, Operating Costs Base (AUG 2009), the base for operating costs adjustment is established as \$32,550.00 or \$6.51 per rentable square foot per annum.
14. Adjustment for Vacant Premises, GSAR 552.270.16 (Variation) (DEC 2005) - The rental rate reduction is established as \$2.09 per ANSI/BOMA square foot.
15. Overtime Usage. Pursuant to Paragraph 4.6, Overtime Usage (AUG 2008), the Lessor shall provide heating, ventilation, and air conditioning (HVAC) at any time beyond normal service hours at no additional cost to the Government.
16. Unauthorized Improvements. All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and FletesFirst, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.
17. Wherever the words "Offeror," "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation," "Solicitation for Offers," or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises."
18. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 shall take precedence.

END OF PAGE

Initials:

BT
Lessor

& [Signature]
Government