

VINEYARD LEASE AGREEMENT

THIS VINEYARD LEASE (Agreement) is between Colorado Vineyard Specialists LLC, 774 39 3/8 RD Palisade, Colorado 81526, Lessee and Montclair Properties HOA, PO Box 812 Palisade, CO 81526, Lessor.

1. Property: Lessor owns approximately .25 acres of land at and near South end of the Montclair subdivision (the "Property"). No Legal Description available. Mesa County Parcel number: 2942-032-15-024.

2. Lease of Property: Lessor agrees to lease the Property to Lessee from March 16, 2009 ("Commencement Date") through December 31, 2029 ("Termination Date"); with the first right to renegotiate at its term. All initial trellis, plant and irrigation materials shall be included in this lease. Replacement plants, trellis and irrigation materials shall be the responsibility of the lessee.

3. Care of Property: Lessee will take care of the Property in a husband-like manner according to prevailing practices in the fruit industry.

4. Rent: No rent shall be assed to the Lessee

5. Proceeds: Lessee will receive proceeds from the sale of all fruit and will pay all expenses incurred in producing the fruit, except taxes and irrigation water. Crop insurance proceeds will be paid to lessee. In an event of a crop damaging frost, lessee will still be responsible for vineyard care.

6. Taxes and Irrigation Water: The Lessor will pay all taxes and irrigation water on the Property and all expenscs pertaining to the purchase and maintenance of title to Property.

7. Usage: The Lessee shall have free and unrestricted access to property at all times

8. Early Termination:
 - a. The intent of this lease is to be carried through full term; however, the Lessor shall have the option of early termination. The lessee may terminate the lease at any time by giving 6 months notice and leaving the Property in as good of condition as when the lease began, which shall include removal of the vineyard if the Lessor desires. In the event of Early Termination by the Lessor, the Lessor shall be subject to an early termination penalty to

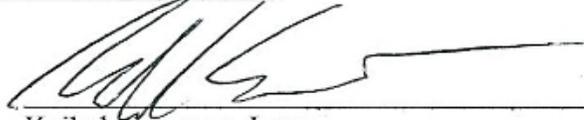
compensate Lessee for installation, upkeep and management of the property, paid to the lessee as follows:

<u>Lease Year</u>	<u>Penalty</u>
2009-2013	\$5,500
2014-2029	\$2,750

- b. 6 months notice of this Early Termination shall be given to the Lessee and the Lessee shall be able to conclude farming that year and be entitled to all proceeds from that current year's crop.
9. Sale of Property: This lease shall carryover through any sale or transfer of the property's ownership to the new owners; the new lessor shall agree to this lease contract as part of the sale of the property or exercise the Early Termination option.
10. Lease Transfer: The Lessee shall have the right to transfer this lease to a third party so long as the third party agrees to all terms and conditions in this lease. In the event of a transfer the Lessor shall be notified and Lessor must approve
11. Miscellaneous:
- a. Arbitration: In the event of any dispute under this Agreement, except foreclosure in the event of default, which is not resolved by mutual consent of the parties, a party must submit the dispute to binding arbitration in accordance with the commercial rules of the American Arbitration Association as such rules are in effect at the time of the arbitration. The party initiating the arbitration shall submit notice to the disputing party naming an arbitrator. The other party shall name a second arbitrator within thirty (30) days. If the two (2) arbitrators cannot agree on a resolution of the dispute within thirty (30) days of the appointment of the second arbitrator, the two (2) arbitrators shall name a third arbitrator, and the decision of the majority, to be rendered within thirty (30) days of the appointment of the third arbitrator, shall be binding on the parties (Arbitration will take place in Mesa County, Colorado).
- b. Entire Agreement: This Agreement contains the entire agreement between the parties.
- c. Amendment or Waiver: This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing signed by the parties sought to be charged with such amendment or waiver.
- d. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado.

- e. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives and permitted assigns.
- f. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be considered an original.
- g. Severability: Should any clause or part of this instrument be held invalid, the rest of the instrument shall survive so long as the intent of the parties is effected, overall, by the enforcement of the remainder of the instrument.
- h. Plural and Gender: Where the singular is used, it shall also include the plural or neuter, and vice versa, where the same effectuates the intent of the parties.

DATED as of the 22nd day of March, 2009.



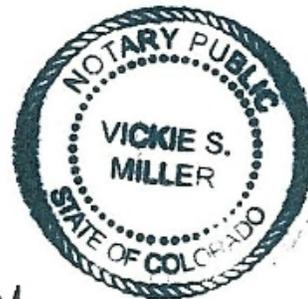
 Kaibab Sauvage, Lessee
 Member, Colorado Vineyard Specialists LLC

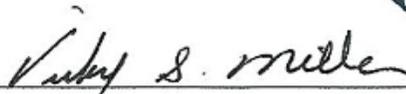
STATE OF COLORADO)
) ss.
 COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 22 day of March, 2009, by Kaibab Sauvage.

WITNESS my hand and official seal.

My commission expires: 8-15-09





 Notary Public

