

COMMERCIAL LEASE AGREEMENT

This Agreement is made and entered into effective the ____ day of _____, 20____, between The Town of Alpine, a municipal corporation of the State of Wyoming, owner of the real estate and building herein described and hereinafter referred to as the “Landlord” and The Playroom Learning Center, hereinafter referred to as “Tenant”.

WHEREAS for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the Landlord does hereby lease to Tenant that property commonly known as 2 End Units, Riverview Meadows Complex 260 HWY 89 (260 River Circle), Alpine, WY 83128, hereinafter called the “Leased Premises.”

1. **Term.** The term of this Lease shall be for five (5) years, commencing on August 1, 2026, and terminating at 12:00 midnight on August 30, 2031, with a possibility of renewal for an additional one (1) year term.
2. **Rent.** Tenant agrees to pay and Landlord agrees to receive rent in the amounts outlined below:
 - a) Commencing on **August 1, 2026**, and continuing for the first twelve (12) months of the term of this Agreement, Tenant shall pay the sum of **one thousand eight hundred and thirty seven dollars and 50 cents (\$1837.50)** per month, payable in advance on or before the first (1st) day of each month;
 - b) Commencing on **August 1, 2027**, and continuing for each twelve (12) month period thereafter for the remainder of the term of this Lease Agreement, any increase in the monthly Rent payment shall be calculated using the base rate sum of **\$1837.50**, then adjusted on the most recent Wyoming Economic Analysis Division Wyoming Cost of Living Index Report published “Housing Category.” The increase in rent shall be the base rate plus the index increase.
3. **Access.** The Tenant’s employees, agents, and business invitees shall at all times during which the Tenant is open for business have the free and uninterrupted right of access to the Leased Premises.
4. **Use of Premises.** The Tenant shall use the premises only for a day care center (day care, pre-school, summer school, tutoring and childcare provider training) and for no other purpose unless agreed to in writing by both parties.

The Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy, or which may disturb the quiet enjoyment of any other tenant of the building. Tenant agrees not to deface or damage the building in any manner or overload the floors of the premises. Tenant agrees not to use or permit the use of the premises or any part thereof for any purpose prohibited by law, and Tenant agrees at its sole expense, to comply with and conform to

all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating thereof, present or future, relating in any way to the conditions, use and occupancy of the Leased Premises throughout the entire term of this Lease or any extension thereof.

In addition to the foregoing, Tenant shall not use or occupy nor permit the Leased Premises or any part thereof to be used or occupied for any business, use or purpose deemed hazardous or which would make void or voidable any insurance then in force with respect thereto or which would increase the premiums for or make it impossible to obtain fire or other insurance or which will cause or be likely to cause structural damage to the building or any parts thereof.

5. Surrender. Upon the termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of the commencement of this Lease, reasonable wear and tear expected. Unattached movable trade fixtures or fixtures that can be removed with relative ease, may be removed so long as prior arrangements are made, to Landlord's reasonable satisfaction, that all necessary repairs shall be made to the leased premises. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant and shall be deemed the property of the Landlord.

6. Alterations and Improvements. No alteration, addition, or improvement to the Leased Premises shall be made by the Tenant without the prior written consent of the Landlord; which consent will not be unreasonably withheld or delayed. Any alteration, addition or improvement made by the tenant after such consent shall have been given, and any non moveable fixtures installed as part thereof, shall, at the Landlord's option, become the property of the Landlord upon the expiration or other sooner termination of this Lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this Lease.

All alterations of or additions to the premises, except movable trade fixtures and equipment, shall take place under the supervision of the Landlord or its contractors. Tenant shall keep the premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Tenant, and indemnify and save the Landlord and the premises and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

The Landlord shall have the right at any reasonable time to repair the premises and or improve the building, and the Landlord and its representatives for that purpose may, in the event of an emergency or the failure of Tenant to do so after reasonable notice, enter on and about the premises and the building with such material as may be reasonable, and may erect scaffolding and all other necessary structures on or about the premises and the building, so long as it is done at such times and in such a manner as to avoid any material adverse effect upon Tenants business operations, to the greatest extent possible under the circumstances. The Tenant waives any claim

for damages including loss of business resulting therefrom as long as such work is done on a reasonable basis, at reasonable times and is reasonably necessary. In the exercise of its rights under this paragraph, the Landlord shall not unreasonably interfere with the conduct of Tenant's business.

7. Acceptance of premises. No representations, except such as are contained herein, have been made to the Tenant respecting any condition of the premises. By entry of the Leased Premises after delivery of possession, the Tenant shall be deemed to accept the premises "as-is" and being free from visible or known defects and in good, clean and sanitary order, condition and repair.

8. Repair and Maintenance. The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior portions of the leased premises in at least as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty expected.

Tenant shall give to Landlord prompt written notice of any accident to, or any defects in, the Leased Premises that may come to its notice, and shall first obtain the written consent of Landlord prior to making any substantial repairs or alterations to the Leased Premises.

Tenant agrees to make any and all repairs, additions or replacements as may be required by any law, requirement or order of any public agency or insurance company arising out of Tenant's use of the Leased Premises.

9. Utilities/Services. The Tenant shall pay all charges and arrange the installation and construction of all necessary electrical, gas, telephone, and water, or public utility services that may be required for the use intended in this Agreement. Tenant shall pay for any charges incurred in the use of electricity, gas, telephone, water, cable television or any other utility service in connection with this Lease Agreement.

In the event the electrical, gas, water, sewer, or other utility services are not independently charged or are charged to the Landlord as part of a common assessment, Tenant shall pay to Landlord its pro rata share of the same, based upon square footage occupied. Landlord shall pay for all snow removal of parking areas in the front of the building and shall pay for all trash removal of the standard size Tenant is responsible for snow removal of all walk ways, steps, and doorways to the demised premises.

10. Right of Entry. The Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times upon reasonable notice at any time for the enforcement of this Lease Agreement and for the protection of any of the Landlord's property on the leased premises, and in order to examine the Leased Premises, to show it to prospective purchasers or lessees, or to make any necessary repairs. During the sixty (60) days prior to the expiration of this lease

agreement Landlord shall have the right to post "For Rent" or "For Sale" signs which notices the Tenant shall permit to remain thereon without molestation.

11. Security Deposit. Tenant has paid the Landlord the sum of \$1,590 as a security deposit. Such payment shall be as security for any damage caused to the premises during the term of this Lease Agreement and shall also be applicable to any shortfalls in rental payments due at the end of this lease. Barring any shortfalls in rental payments, such deposit shall be returned to Tenant, without interest, and less any setoff for damages to premises upon termination of this agreement.

12. Insurance. The Tenant shall provide and keep in force for the property general accident, public liability and property damage insurance policies protecting Landlord against any and all liability occasioned by accident, property damage or disaster, in a sum not less than \$1,000,000 per person, \$1,000,000 per accident for bodily injury, and \$500,000 for property damage. The Tenant shall deposit with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such policies, including said policies referred to immediately below, shall provide that the same may not be canceled without at least ten (10) days prior notice to the Landlord. The Town shall be named as a certificate holder.

The Landlord shall maintain fire and extended coverage insurance on the leased premises in amounts as Landlord shall deem appropriate.

In addition the Tenant shall obtain similar coverage for all of Tenant's leasehold improvements, building contents, inventory, furniture, furnishings, fixtures, equipment, and all other property removable by Tenant under provisions of this Lease less any required standard co-insurance requirements, and the Tenant shall cause the Landlord to be named as a certificate holder who shall be entitled to notice of cancellation or change in any insurance policy on the leased premises. The Tenant shall advise the Landlord promptly as to the coverage or language of the clauses included in its insurance policies pursuant to this paragraph, and shall notify the Landlord promptly of any cancellation or change of the terms of any such policies which would affect such clauses. In the event that the Tenant shall fail to deliver to the Landlord certificates of all such insurance obtained, or copies of policies thereof, the Landlord may cause such insurance to be issued and bills for the premiums therefor shall be rendered by the Landlord to the Tenant, and may be added by the Landlord to the base rent under this agreement.

13. Rules, Regulations and Covenants. Landlord shall have the right from time to time to prescribe reasonable rules and regulations, which in its judgment, may be desirable, for the use, entry, operation and management of the premises and the building, each of which rules and regulations shall become a part of this Lease. Tenant agrees to comply with such rules and regulations; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

14. Signs. The Tenant shall have the right to have a sign on the building. The Tenant shall not place such sign, or permit to be placed any sign, advertisement, notice or other display on any part of the outside of the premises, except as such color, size and style and in such locations as shall be designated by the Landlord. The Tenant, upon request of the Landlord, shall immediately remove any sign, advertisement, notice or other display which Tenant has placed or permitted to be placed on any part of the inside or outside of the premises, which, in the opinion of the Landlord, is objectionable, offensive or not in good taste, and if Tenant shall fail so to do, the Landlord may enter the premises and remove the same at the expense of the Tenant.

15. Covenants of the Tenant. The Tenant covenants that it shall not do any of the following without the prior consent, in writing, of the Landlord:

a) Do or suffer to be done anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the building of which the Leased Premises may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord as additional base rent, any increase of premiums on insurance carried by the Landlord on the Leased Premises, or any part thereof, or on the building of which the Leased Premises may be a part, caused in any way by the occupancy of the Tenant or its operation of a business within the Leased Premises, or its subtenants.

b) Commit or suffer to be committed by any person any waste upon the Leased Premises or any nuisance or other act which may disturb the quiet enjoyment of any other tenant in the building of which the Leased Premises may form a part.

The Tenant agrees that it will do the following:

a) That it will keep the premises sufficiently heated to prevent freezing of water pipes and fixtures, provided that adequate heating controls are available to the Tenant on the leased premises to regulate the heat.

b) That it will keep the premises sufficiently heated to prevent freezing of water pipes and fixtures, provided that adequate heating controls are available to the Tenant on the leased premises to regulate the heat.

c) Do all things reasonably possible to prevent the filing of any mechanics, judgment or other lien against the Leased Premises or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Premises

or part thereof through or under the Tenant. If any such lien shall at any time be filed against the Tenant's interest in the Leased Premises or this Lease, the Tenant shall either cause the same to be discharged of record within 20 days of the date of the filing of the same, or if the Tenant, in Tenant's discretion and in good faith, determines that such lien should be contested, the Tenant shall furnish such security as shall be necessary or required to prevent any foreclosure against the Tenant's interest in the Leased Premises during the pendency of such contest. If the Tenant shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Landlord resulting from such default, the 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 getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law.

d) Comply with the terms of any state or federal statute or local ordinance or regulation regarding the use, operation improvements or occupancy of the Leased Premises, and save Landlord harmless from any penalties, fines, costs, expenses or damages resulting from its failure to do so.

e) Give Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

16. Damage to premises. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity without the fault or neglect of the Tenant or the Tenant's servants, employees, agents, visitors, licensees, or subtenants, and the leased property is not thereby rendered untenable in whole or in part, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the premises rendered untenable. If, by reason of such occurrence, the premises shall be rendered wholly untenable, the rent, meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the property cannot be repaired within three months from the date of such damage, Tenant or Landlord shall, at their option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise its option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs.

If after due notice is given, the Tenant fails to exercise its option following substantial destruction of the Leased Premises within 12 months of the end of the original term of this Lease,

or if said destruction occurs within the last 1 year of the term of this Lease, the Landlord may terminate the Lease.

17. Indemnification. The Tenant shall indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury or damage to property occurring in, on or about, or arising out of or from the Leased Premises and the common areas, or the occupancy or use of the Leased Premises by the Tenant or its subtenants, agents, licensees, invitees, guests, customers, etc., or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invitees, contractors, customers, employees or subtenants, so long as the same were not proximately caused by the gross, active negligence or willful conduct of the Landlord or its agents, employees or servants.

18. Tenant's Property.

(a) The Tenant shall be responsible for and shall pay before delinquency all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

(b) The Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the Leased Premises by theft or otherwise. The Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. The Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which it forms a part. All property of the Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant and its subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

19. Trade Fixtures. All moveable trade fixtures installed by the Tenant shall remain the property of the Tenant and shall be removable at any time by it on or before vacation the premises. Any damage caused to the Leased Premises as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to such termination shall become the sole property of the Landlord. Except those lighting fixtures affixed to moveable trade fixtures, displays, etc., all lighting fixtures, whether or not installed by the Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

20. No Assignment of Subletting. Tenant shall not assign, mortgage, pledge or otherwise encumber this Lease or any interest therein, nor sublet or permit the leased premises or any part thereof to be used by any one else other than the Tenant without the prior written consent of Landlord in each instance. Such consent, as to assignment, mortgage or pledge, may be granted or withheld by Landlord in its absolute discretion, but as to subletting, will not be unreasonably withheld. If this Lease is assigned or if the lease premises or part thereof is sublet or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant as tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease and upon any such unapproved approved assignment, subletting, etc., Landlord may elect to consider this Lease void and terminated. The consent by the Landlord to an assignment in full of Tenant's rights herein shall be construed to release the Tenant from the obligations under this Lease. Tenant shall pay Landlord's reasonable attorneys fees incurred in connection with the giving of any consent to any of the foregoing.

Notwithstanding anything herein to the contrary, it is the party's intention that Tenant not profit in any way, directly or indirectly, from the subletting or assignment of the premises (as a part of the sale of the Tenant's business or otherwise). Accordingly, in the event tenant receives any rent or other consideration, however denominated, from any other person for the use or occupancy of the Leased Premises, in excess of the rent provided herein (or a fairly allocable portion thereof if only a portion of the premises is affected) Tenant shall pay to Landlord all of such excess as additional rental under this lease, payable immediately upon receipt by Tenant. Tenant specifically agrees that Landlord shall be deemed to condition any consent to either sublease or assignment upon the Tenant's absolute obligation to disclose absolutely all of the terms of such transaction and all of Tenants accounts, records and tax returns relating to the periods during which it receives any payments related to the transaction. Notwithstanding the foregoing, in the event.

21. Default. If the Tenant should vacate or abandon the Leased Premises, or if the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this Lease or otherwise, or if a petition in bankruptcy or for an arrangement by filed by or against Tenant, or if it be adjudicated bankrupt or insolvent or if a receiver is appointed, or if an unauthorized subletting or assignment of this lease shall occur, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or such default shall continue for seven (7) calendar days after written notice thereof from Landlord to Tenant, or in the event that it shall be necessary for Landlord to give Tenant two (2) notices of default within any lease year, then Landlord may either terminate this Lease or reenter the premises by summary proceedings or otherwise, remove all persons and

property from the premises without liability to any person for damages sustained by reason of such removal, and re-let the premises at such rental and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. In such event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the premises and of any repairs, and alterations necessary to prepare them for re-letting, less the rents received from such reletting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of rent. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If the Tenant is in default, the Landlord may prevent removal of property from the premises by any lawful means it deems necessary to protect its interest.

22. Attorney Fees. If any customer, client, invitee, contractor, agent, officer or employee of Tenant shall institute an action against Tenant in which the Landlord, involuntarily and without just cause, shall be made a party defendant, the Tenant shall indemnify and save the Landlord harmless from all costs incurred by the Landlord in such action, including reasonable attorney's fees. If an action shall be brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the premises, each party shall be responsible for their own attorney fees.

23. Holding Over. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

24. Renewal. Tenant shall have the option to renew this Lease for a one (1) year period on rent and terms mutually acceptable to both parties to this Lease.

25. Notice. All notices, demands or other writing in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been fully given, made or sent when made in writing and hand delivered or sent by facsimile, certified or registered United States Mail, postage prepaid, and addressed to the address shown on the first page of this agreement,

or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein. Notice will be deemed given even if the intended recipient fails to accept delivery of the same.

26. Waiver. The waiver by the Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rental hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

27. Construction of Lease. Subject to Section 37, the language in all parts of this Lease shall in all cases be construed as a whole according to its generally understood commercial meaning and shall not be interpreted strictly for nor against either Landlord or Tenant, whether prepared by the Landlord or Tenant or their respective counsel. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this lease or in any way defining, limiting or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant, or condition herein contained is held to be invalid or void by any court, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition herein contained.

28. Binding Effect. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

29. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

30. Representations. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made, other than set forth herein.

31. **Execution.** This agreement may be executed in two (2) counterparts, each of which shall be an original.

32. **No Setoff.** Tenant may not set off against rent or other sums due any claims that Tenant has or thinks it has against the Landlord.

33. **Venue.** The parties hereto agree that the venue of any action filed relating to this Lease shall be in the County of Lincoln, State of Wyoming, Third Judicial District.

34. **Estoppel Certificate.** Tenant shall at any time upon not less than 15 days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer to the premises. Failure to provide such certificate shall constitute a material breach of this Lease.

35. **Covenant of Quiet Enjoyment.** So long as it continues to perform in the manner required herein, the Tenant shall have, and the Landlord agrees that the Tenant shall have, at all times during the term hereof, the right to quietly and peacefully use and enjoy the Leased Premises free from any annoyance, hindrance, or other interference of any kind of the Landlord or any agent of the Landlord, except as hereinafter provided.

36. **Time of Essence.** Time is of the essence of this Lease and of every term, covenant and condition hereof.

37. **Sovereign Immunity.** The Town does not waive sovereign or governmental immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it as sovereign or governmental entity pursuant to Wyo. Stat. § 1-39-101, et seq., and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign or governmental immunity shall be construed in favor of sovereign or governmental immunity.

IN WITNESS WHEREOF, the parties hereto have signed this Lease.

LANDLORD

Town of Alpine, a Wyoming municipal corporation

By:

Eric Green, Mayor

TENANT

The Playroom Learning Center

By:

Amber Merritt

ATTEST:

Monica Chenault, Clerk/Treasurer