

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES**

**2219 CAREY AVE
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 12874

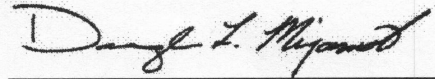
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below:

Issued to:

**TIENDA LA MEXICANA
141 US HWY 89
ALPINE, WY 83128**

**EXPIRATION DATE:
9/17/2024**

**MARQUINA LLC
MARQUINA LLC
PO BOX 3443
ALPINE, WY 83128**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

WYOMING COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (hereinafter "Lease") is entered into this the 29TH day of AUGUST, 2023, by and between the Lessor: SALLY RUTTENBERG, (hereinafter referred to as "Landlord"), and the Lessee(s): MARQUINA LLC DBA TIENDA LA MEXICANA. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. **GRANT OF LEASE:** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a Commercial Property, excluding all other uses, located in LINCOLN County, Wyoming, with address of: 141 U.S. HWY. 89 ALPINE, WY 83128

including the following items of personal property: N/A

2. **NATURE OF OCCUPANCY:** As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the Commercial Property described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below: EMPLOYEES AS NECESSARY

3. **TERM OF LEASE:** This Lease shall commence on the 1ST day of SEPTEMBER, 2023, and extend until its expiration on the 31ST day of AUGUST, 2028, unless renewed or extended pursuant to the terms herein.

4. **SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall deposit the sum of \$ 4000⁰⁰ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new Landlord or assignee to hold under this Lease and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Wyoming Code § 1-21-1208:

(a) Upon termination of the Lease, property or money held as a deposit may be applied by the Landlord or his agent to the payment of accrued rent, damages to the residential rental unit beyond reasonable wear and tear, the cost to clean the unit to the condition at the beginning of the Lease agreement and to other costs provided by any contract. The balance of any deposit and prepaid rent and a written itemization of any deductions from the deposit together with reasons therefore, shall be delivered or mailed without interest to the Tenant within thirty (30) days after termination of the Lease agreement or within fifteen (15) days after receipt of the Tenant's new mailing address, whichever is later. If there is damage to the Commercial rental unit, this period shall be extended by thirty (30) days. The Tenant shall within thirty (30) days of termination of the Lease agreement, notify the Landlord or designated agent of the location where payment and notice may be made or mailed.

(b) After termination of the Lease agreement, property or money held and separately identified as a utilities deposit shall be refunded by the Landlord to the Tenant within ten (10) days of a satisfactory showing that all utility charges incurred by the Tenant have been paid. Absent such showing within forty-five (45) days of termination, the Landlord shall within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the Tenant. Any refund due to the Tenant

x SJR

x SM