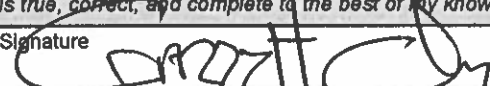
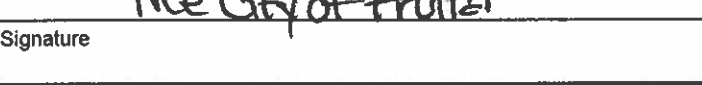


Art Gallery Permit Application

2341 Art Gallery Permit \$71.25		<input type="checkbox"/> New		<input type="checkbox"/> Renewal																
1. Applicant Name (i.e. ABC Gallery Inc.) GARRETT A. DAY			State Sales Tax Number of Applicant 20221582990																	
2. Trade Name of Establishment (DBA) ORBIT ARTSITKE																				
3. Address 138 S PARK SQUARE #102				Phone Number 707-235-1055																
City FRUITA	County MESA		State CO	ZIP Code 81521																
4. Mailing Address (Number and Street) 715 WILLOW CREEK ROAD		City or Town GRAND JUNCTION		State CO	ZIP Code 81505															
<ul style="list-style-type: none"> Attach a copy of a deed or lease in the exact name of the applying entity only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. 																				
Pursuant to 44-3-424, C.R.S., Applicant hereby states that it qualifies for an Art Gallery Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority and Local Licensing Authority:																				
<input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink.																				
<input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, no more than 15 days per year as follows:																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date: SEP 9th 2022 From: 5PM To: 9PM</td> <td>Date: OCT 7th 2022 From: 5PM To: 9PM</td> <td>Date: NOV 4, 2022 From: 5PM To: 9PM</td> <td>Date: DEC 2 2022 From: 5PM To: 9PM</td> <td>Date: DEC 17 2022 From: 12PM To: 9PM</td> </tr> <tr> <td>Date: JAN 6-2023 From: 4:5PM-9PM To: 9PM</td> <td>Date: FEB 3rd 2023 From: 5PM To: 9PM</td> <td>Date: 3-3-2023 From: 5PM To: 9PM</td> <td>Date: 4-7-2023 From: 5PM To: 9PM</td> <td>Date: 5-5-2023 From: 5PM To: 9PM</td> </tr> <tr> <td>Date: 6-2-2023 From: 5PM-9PM To: 9PM</td> <td>Date: From: To: </td> <td>Date: From: To: </td> <td>Date: From: To: </td> <td>Date: From: To: </td> </tr> </table>						Date: SEP 9th 2022 From: 5PM To: 9PM	Date: OCT 7th 2022 From: 5PM To: 9PM	Date: NOV 4, 2022 From: 5PM To: 9PM	Date: DEC 2 2022 From: 5PM To: 9PM	Date: DEC 17 2022 From: 12PM To: 9PM	Date: JAN 6-2023 From: 4:5PM-9PM To: 9PM	Date: FEB 3rd 2023 From: 5PM To: 9PM	Date: 3-3-2023 From: 5PM To: 9PM	Date: 4-7-2023 From: 5PM To: 9PM	Date: 5-5-2023 From: 5PM To: 9PM	Date: 6-2-2023 From: 5PM-9PM To: 9PM	Date: From: To: 	Date: From: To: 	Date: From: To: 	Date: From: To:
Date: SEP 9th 2022 From: 5PM To: 9PM	Date: OCT 7th 2022 From: 5PM To: 9PM	Date: NOV 4, 2022 From: 5PM To: 9PM	Date: DEC 2 2022 From: 5PM To: 9PM	Date: DEC 17 2022 From: 12PM To: 9PM																
Date: JAN 6-2023 From: 4:5PM-9PM To: 9PM	Date: FEB 3rd 2023 From: 5PM To: 9PM	Date: 3-3-2023 From: 5PM To: 9PM	Date: 4-7-2023 From: 5PM To: 9PM	Date: 5-5-2023 From: 5PM To: 9PM																
Date: 6-2-2023 From: 5PM-9PM To: 9PM	Date: From: To: 	Date: From: To: 	Date: From: To: 	Date: From: To: 																
Oath of Applicant																				
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.																				
Signature 		Title OWNER		Date 8-20-22																
Report And Approval of Local Licensing Authority (City/County)																				
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.																				
THEREFORE, THIS APPLICATION IS APPROVED.																				
Local Licensing Authority (City or County) The City of Fruita				Date filed With Local Authority August 20, 22																
Signature 		Title JOEL KINCAID, MAYOR		Date																
Report of State Licensing Authority																				
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.																				
Signature		Title		Date																
Do Not Write in this Space - For Department of Revenue use only																				
Liability Information																				
County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)															
				FROM	TO															
Cash Fund 2341-100 (999)	City 2180-100 (999)	County 2190-100 (999)																		
				TOTAL																

LEASE AGREEMENT

As of this date, April 29, 2015, EFI Development, LLC hereinafter referred to as "Landlord" and Laurel D. Dwyer referred to as "Tenant", with his address at see p 7. do hereby enter into this Lease Agreement as follows:

1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space in the building commonly known as The Bank Building (hereinafter referred to as the "Building"), located at 138 S. Park Square, Fruita, Colorado 81521, and specifically the portion of the building known as Suite. No. 102, as shown on Attachment A.

2. TERM.

The term of this Lease shall be for a period of ^{twenty} ~~four~~ (24) consecutive lease months commencing on July 1, 2022, and expiring at 6:00 o'clock PM, on June 30, 2024, unless modified as provided herein.

3. RENT.

Upon execution of this Lease, Tenant agrees to pay Landlord a Security deposit of \$3,150. The rental payments shall commence and shall be made on a monthly base rent, without any offset or deduction, for the term of this lease. The rent is payable in equal monthly payments due on the first (1st) day of each calendar month, without prior notice or demand, for the term of this lease. All rental payments are to be payable to EFI Development, LLC, at 2271 I Road, Grand Junction, CO 81505, unless Landlord provides another address specifically in writing to Tenant.

Rental Schedule.

<u>Rental Period:</u>	<u>Monthly Rent Amount</u>
Prior to delivery of key Tenant shall deliver to Landlord the First Month rent and security deposit = \$4,300	
August 1 - June 1, 2023	\$3150/mo on or before 1st day of the month
July 1, 2023 - June 1, 2024	\$3,245 /mo on or before 1st day of the month

A \$50.00 charge will be paid to the Landlord for each non-sufficient funds check issued by Tenant to Landlord.

Penalty for Late Payment of Rent. If the Tenant fails to pay rent, additional rent, or other sums required to be paid hereunder, within ten (10) days of when due and payable, such unpaid amounts shall be subject to a 5% penalty fee, as additional rent. Interest for late payments shall bear interest at the rate of 1% per month.

Security Deposit. Tenant shall make a \$1,500 security deposit held by Landlord under the provisions of this Lease Agreement. Tenant shall not earn or be entitled to any Interest on

CL

the Security Deposit. The deposit sum shall be retained by Landlord until the expiration of this Lease Agreement. The deposit shall be returnable to the Tenant, provided that:

- (1) The premises have been fully vacated, all signage removed, all walls clear of any blemishes and holes, the space cleaned including a professional carpet clean, and clear of all debris files, supplies and loose materials.
- (2) Landlord shall have inspected the premises after such vacation and
- (3) Tenant shall have complied with all the terms, covenants and conditions of this Lease Agreement.

Said sum deposited hereunder and known to be the Security Deposit may be retained by Landlord, as liquidated damages, or may be applied by Landlord against any actual loss, damage or injury chargeable to Tenant. Landlord's determination of the amount, if any, to be returned to Tenant shall be final. Default of the terms and conditions of this Lease Agreement will constitute forfeiture of Tenant's Security Deposit to Landlord. Tenant Agrees to leave Premises in clean condition upon vacating Premises, in like condition as when first occupied, notwithstanding normal wear, or hereby agrees to pay Landlord's Costs for all cleaning and restoration of Premises if they are not cleaned within 10 days of vacating Premises.

Advance Payment Non-Returnable. The Parties hereto understand and agree that in the event of the termination of this Lease Agreement prior to the expiration date hereof for any cause whatsoever, Tenant shall not be entitled to the return of any portion of the monies paid to Landlord under any provisions herein, unless by written mutual agreement.

4. POSSESSION BY LESSEE/TENANT.

After the expiration of the term of this Lease, any holding over shall be construed as a tenancy from month-to-month at a rate calculated at one hundred twenty percent (110%) of the normal rental rate, unless other terms are mutually agreed upon by Landlord and Tenant in writing.

5. USE OF PREMISES.

The Tenant shall use the premises solely in lawful operations incidental to said business. Tenant shall not use or permit the Premises to be used for any other purpose. Tenant agrees that said business will not increase the existing rate of insurance upon the Building or premises or cause cancellation of any insurance policy covering the Building or the premises. The building has structural limitations that may not be exceeded. Placement of any equipment or materials weighing more than 350 pounds may not be placed on the floor without the prior written authorization of Landlord. If Landlord must secure the professional evaluation of a structural engineer to validate the placement of any loading, the tenant shall reimburse the Landlord for said costs.

6. QUIET ENJOYMENT.

Tenant, upon paying the rents and observing and performing all of the terms, covenants, and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Building and its premises for the term of this lease.

7. LAWS, WASTE, AND NUISANCE.

Tenant covenants that it: a.) will comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Premises; b.) will keep the Premises and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and c.) shall not suffer, permit, or commit any hazardous waste. Animals, are not allowed on the Premises or common areas.

This Building is a no smoking building. NO smoking is allowed in the Building.

8. ASSIGNMENT AND SUBLETTING.

Tenant shall not transfer, assign, sublet, mortgage or hypothecate, in whole or in part the Premises defined in this Lease Agreement without the prior written consent of the Landlord, in each instance, which shall not be unreasonably withheld.

Any such assignment and/or subletting shall at no time release the Tenant of the obligations imposed upon it by the terms of this Lease Agreement, unless granted in writing by the Landlord.

This Lease Agreement shall extend to and be binding upon the parties hereto, their successors or assigns.

9. INSPECTION.

Landlord shall have the right to enter upon the premises at all reasonable times, with reasonable notice to Tenant, and places for the purpose of inspection or making repairs, but shall not exercise any such rights in such a manner as to unduly interfere with the business of the Tenant. Landlord may enter at anytime in the case of any emergency.

10. ALTERATIONS OF THE PREMISES.

Tenant accepts the condition of the premises as is. Landlord will not make any improvements to the space on behalf of Tenant. (a) Tenant shall not make any alterations to the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall provide Landlord with specific details, drawings, etc for any proposed alterations. Any modifications requiring work to the HVAC, electrical, sprinkler or plumbing systems shall be performed by subcontractors specifically approved by Landlord. All such work with respect to any approved alterations, additions and/or changes shall be performed in a good, professional and workmanlike manner and with all laws and ordinances

relating thereto. All such work shall be diligently prosecuted to completion. Tenant shall be responsible for any and all permits and or inspections and or assessments and or taxes associated with such improvements. Tenant shall procure a building permit and all related clearances for Tenant's improvements if applicable. Any cost of repairs or damages occurring as a result of their removal shall be borne by the Tenant. All improvements fixed or attached to the premises, not comprising trade fixtures shall become a part of the realty and belong to the Landlord.

11. MECHANIC'S LIEN.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond, or otherwise, within ten (10) days after notice by Landlord.

12. MAINTENANCE AND REPAIRS.

Tenant accepts the Premises as being in the condition as is. Tenant shall, at all times during the term hereof, keep the Premises in good condition, ordinary wear and tear excepted. Tenant shall be responsible for the interior maintenance of their space, such as the furnishing and changing of light bulbs and ballasts, cleaning, cleaning of glass and windows, and maintenance of electrical devices such as switches, outlets, and telephone jacks.

Tenant shall be responsible for any broken or damaged glass, doors, or other exits. Landlord will make repairs to the Premises as deemed reasonably necessary by Landlord. Tenant will pay all costs for maintenance of the Premises including, but not limited to, all glass, lighting, partitions, doors, fixtures, and appurtenances thereof.

Landlord shall repair and maintain the Building structure and common areas, and Building plumbing, HVAC system, and electrical system serving the Building. However, if Landlord is required to make structural or special repairs or any related repairs to these systems or equipment by reasons of Tenant's acts or omissions, Tenant shall pay Landlord's costs for making such repairs plus ten percent (10%) for overhead upon presentation of a bill.

Tenant understands and agrees that the solid waste dumpster provided is intended for use of all Tenants, and should only be used to dispose of dry waste and paper trash. No grease or unsanitary or hazardous materials shall be disposed of in the dumpster. It is the responsibility of each Tenant to dispose of excess trash and packing materials. Cardboard boxes must be flattened for disposal. Trash cannot be stacked around the dumpster.

Landlord shall be excused for the period of any delay in the performance of any obligations beyond Landlord's control, including labor disputes, governmental regulations or controls, fire, or other casualty, inability to obtain materials or services, war, or acts of God.

No slowdown, interruption, or malfunction of any services identified in this Article shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or the

development or a breach by Landlord of any of its obligations under this Lease, nor render owner liable for damage or entitle Tenant to be relieved from any of its obligations under this Lease. In the event of any such interruption, however, Landlord shall use reasonable diligence to restore such service. Landlord shall not be liable for any damages for any such discontinuance.

13. JANITORIAL SERVICES.

Janitorial services are required in this lease and are to be paid by Tenant for the interior space occupied by Tenant.

Landlord will arrange for cleaning of Common Areas.

14. COMMON AREAS.

All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall operate and maintain the Common Areas in such a manner as Landlord determines, have full right and authority, through rules, regulations and/or restrictive covenants promulgated from time-to-time, to control use and operation of the Common Areas. Any changes to rules and regulations will not materially change the Lease.

Should Tenant, either intentionally or unintentionally, cause any damage and/or destruction to befall the Common Area of the Building, Landlord may elect both to repair the damage(s) at the expense of Tenant and/or may cancel the Lease Agreement by notice of cancellation in writing within sixty (60) days after such incident in the event resolution cannot be reached and, thereupon, this Lease Agreement shall expire. Tenant shall vacate and peacefully surrender the premises to Landlord.

If use or occupancy by Tenant causes any unusual impact, such as special functions attended by numerous persons, tenant shall be responsible for ensuring that the Common areas of the Building are clean and tidy and ready for occupancy on the next business day, including special cleaning services if necessary.

15. SIGNS. Tenant shall not affix any signs to the building without the prior written consent or authorization of the Landlord, which shall not be unreasonably withheld. Any signage shall be required to comply with all applicable governing regulations and be compatible with existing standards of signage styles and/or size as set by Landlord in order to maintain an attractive and consistent appearance throughout the Building. In no case shall the Tenant place the building in violation of local regulations or laws and will immediately correct or allow Landlord to correct, at Tenant's expense, any violation cited by a regulatory entity.

16. INDEMNIFICATION.

Tenant hereby agrees to save and hold harmless Landlord, from and against any and all claims, demands, suits, and judgments, by or in favor of anyone, including Tenant, and from

and against any and all costs and expenses, including attorney's fees, resulting from any claim of damage, liability, or injury unless such action is proven to be direct negligence of the Landlord.

If Landlord is made a party defendant in any litigation concerning this Lease Agreement or the leased Premises or the occupancy or use thereof, then Tenant shall save and hold the Landlord harmless from all liability thereon by reason of said litigation, including attorney's fees and expenses incurred in such litigation, whether or not such litigation is prosecuted to judgment.

That Tenant assumes all risk or loss and damage to any of its property moved in, upon, or stored upon the Premises from any cause and shall keep the same adequately insured at all times.

Landlord shall not be responsible or liable for damages for any defects, latent or otherwise, in the Building, improvements, equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for damages at any time for loss of life, injury or damage to any person, property, or business resulting in any action of water, gas, sewage, snow or ice, acts of God or the elements.

Tenant agrees to indemnify Landlord and its agents from all claims (including costs and attorney's fees) arising from any act of Tenant or Tenant's employees, agents, contractors, customers, licensees, or invitee. Tenant agrees that Landlord shall not be responsible to Tenant or the above-described parties for bodily injury or property damage caused by acts of other Tenants.

17. DEFAULT.

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

(a) Tenant fails to pay any rental or any other sum due hereunder with 10 days from the date such sums became due and payable.

(b) Tenant fails in the performance or compliance of any term, condition, covenant, or obligation to be performed by it pursuant to this Lease, for a period of twenty (20) days after written notice of such default shall have been given to Tenant by Landlord.

(c) Tenant or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under a writ of execution.

Upon the occurrence of any of the events set forth above, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

Landlord shall have the immediate right to enter and take possession of the Premises. No such entry or taking possession of the Premises shall be construed as an election on the Landlord's part to terminate this Lease unless Landlord gives a written notice of such intention to Tenant.

Collect by suit or otherwise each installment or rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed.

Terminate this Lease by written notice to Tenant. Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees.

If Landlord takes possession of the Premises, Landlord may, at Tenant's expense and without terminating this Lease Agreement, relet said Premises, in whole or in part, for all or a portion of the remainder of said term, to another tenant(s) satisfactory to the Landlord at rental(s) as Landlord may, with reasonable diligence secure. Should such rental(s) be less than that agreed to be paid during the term hereof, the Tenant shall pay to Landlord such deficiency, including the costs of re-letting the premises.

18. MODIFICATIONS AND/OR WAIVERS.

Any modification or waiver of any of the provisions of this Lease Agreement shall be effective only if made in writing, and executed with the same formality as this Lease Agreement. The failure of either Party to insist on strict performance of any of the provisions of this Lease Agreement shall not be construed as a waiver of any subsequent default.

This Lease Agreement and any exhibits, riders and/or addenda, if any, attached hereto set forth the entire agreement between the Parties. All such exhibits, riders and/or addenda to this Lease Agreement are incorporated herein by reference and become an integral part of said Lease Agreement.

19. NOTICES.

All notices required to be given or to be sent shall be in writing and sent by certified or registered mail to the Landlord and designated agent, or the Tenant at the following addresses.

LANDLORD:
EFI Development, LLC
817 Lanai Drive
Grand Junction, CO 81506

TENANT
Danny Rosen
1391 19 Road
Fruita, CO 81521

Garrett A. Day
715 Willow Creek Rd.
Grand Junction, CO 81506

20. TAXES, ASSESSMENTS AND FEES.

Real Property Taxes. Landlord shall pay all real property taxes and general assessments levied or assessed against the real property.

Personal Property. Tenant shall pay all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises. If such taxes on Tenant's personal property, fixtures or property placed in the Premises of Tenant are levied against Landlord or Landlord's property and if Landlord pays the same. Tenant, upon demand, shall pay to Landlord the taxes so levied against the Landlord.

21. UTILITIES AND BUILDING EXPENSES AND CHARGES.

Landlord shall pay for the HVAC, water, sewer, and all other operational costs for the building and the electrical for the Common Areas. Tenant shall be responsible for paying the telephone/data lines and equipment and electrical consumption for lighting and outlets in the Premises.

The
~~Tenant~~ shall provide for its own telephone and janitorial services. Tenant shall not install any equipment in the Premises requiring special circuits, voltage, ventilation, cooling, or abnormal amount of current without the prior written consent of Owner. Tenant shall not install any equipment, antennae or other devices on any exterior component of the building. Tenant shall pay all fees and charges for utilities and services not specifically included in this Lease Agreement

Upon termination of occupancy by the Tenant, all utilities will be paid to date of such termination, and the utilities transferred to the name of the Landlord or Landlord's nominee.

22. DAMAGE OR CONDEMNATION.

If the Premises, or any such part thereof as would render the remainder unsuitable for the Tenant's use, shall be destroyed or damaged to the extent that the Premises are rendered unfit for Tenant's occupancy for a period of ninety (90) days then, in that event, this Lease Agreement may be terminated by either party.

If the Premises, or any such part thereof as would render the remainder unsuitable for Tenant's use, are taken for any public use by virtue of eminent domain or condemnation proceedings, then the Landlord shall have the right to terminate this Lease Agreement upon written notice to the Tenant and rental shall be payable only to the time when the Tenant surrenders possession of the Premises

Notwithstanding anything contained to the contrary in the Lease, should the Premises be damaged such that the space is unusable or uninhabitable by an event that is not the fault of Tenant, Landlord shall allow Tenant to re-locate to any other vacant space in the Building. If

Landlord is unable to provide a suitable vacant space for Tenant's re-location, then Tenant shall have the right, at its option, to cancel this Lease with no further obligation of payment to Landlord.

23. INSURANCE.

The Landlord shall provide adequate fire insurance to insure the Landlord against loss or damage to the Premises and property by reason of fire and other casualties with a qualified company to do business in the State of Colorado, however, such insurance shall not cover any fixtures, equipment, supplies or other property of the Tenant.

Tenant covenants and agrees to obtain and maintain during the term hereof, at Tenant's sole expense, public liability insurance to protect against any liability incident due to or as a result of the use of the Premises by the Tenant or arising out of or as a result of any accident occurring on or about the premises, the minimum of which coverage shall be the sum of \$1,000,000.00 single limit for any one occurrence, and a premises medical policy in the amount of \$50,000 per person and \$500,000 each accident. Landlord shall be named as additional insured on such policy, and a copy of the policy or a certificate of insurance shall be delivered to the Landlord within ten (10) days after the date of the commencement of the term of this Lease Agreement, or before Tenant takes possession of the Premises. The policy shall provide by its terms that it is non-cancelable except on thirty (30) days prior written notice to Landlord. At least ten (10) days prior to the expiration date of any policy, the original renewal certificate for such insurance shall be delivered by the Tenant to the Landlord. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability.

Tenant shall be responsible to keep all policies paid current, not to expire or become overdue during the term of this tenancy.

24. WORKERS COMPENSATION

Tenant shall maintain Workers Compensation Insurance as required by law.

25. INTERPRETATION

If an provision of this Lease shall be held invalid or unenforceable, the remaining provisions shall, nevertheless, remain unaffected and continue in full force and effect as valid and enforceable. The laws of the State of Colorado shall govern interpretation, validity, performance and enforcement of this Lease Agreement.

26. SURRENDER.

At the date of surrender of the Premises, whether by expiration of the terms of this Lease Agreement or otherwise, Tenant shall redeliver the Premises to Landlord peaceably, together with all fixed improvements installed by Tenant, or in the same conditions as they exist prior

to the commencement of this Lease, at Landlord's option, fair wear and tear excepted.

27. RENEWAL OPTIONS.

Provided that Tenant is not in default of this Lease, Tenant is hereby granted one (1) option to renew the Lease for one (1) additional period of two (2) years. Rental payments shall be fixed at the current Rent plus 5% per annum. The Extended term shall be on the same terms and conditions as provided in the Lease. This option shall be exercised by giving written notice to Landlord not less than sixty (45) days prior to the Lease expiration date.

28. HAZARDOUS WASTE.

Hazardous Materials: Landlord, to the best of Landlord's knowledge, will deliver the Premises to Tenant free of hazardous Materials. Tenant agrees that (s)he shall not use the Building during the term of this Lease Agreement, or any extensions thereof, for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting of Hazardous Waste Materials, as defined below, in contravention of any Hazardous Waste Law. "Hazardous Material", as defined below, shall include but not be limited to substances defined as "hazardous substances", "hazardous material", or "toxic substances", in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, and/or any amendments thereto and/or any state laws or local regulations.

29. DISPUTE RESOLUTION. If a dispute or conflict cannot be resolved between the Landlord and Tenant, the dispute may be submitted for arbitration upon mutual consent of the parties, or shall be submitted for resolution to Mesa County Court. The prevailing party shall be entitled to recover all costs of resolving the dispute including attorneys fees, and other costs of collection, including interest at the rate of 12% per annum.

EACH EXECUTING PARTY of this Lease Agreement individually and personally represents and warrants that (s)he is duly authorized to execute and deliver the same on behalf of the entity for which (s)he is signing whether it be a corporation, general or limited partnership, limited liability company or otherwise and that this Lease Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereunto have executed this Lease Agreement or, as the case may be, have caused their officers, partners or agents thereunto duly authorized to execute this Lease Agreement, as of the 17th day,

of June 2022. *Both signatories are signing collectively and individually with respect to this lease and the guarantee of performance.*

LANDLORD:

EFI Development, LLC

By: Clark Atkinson
Clark Atkinson, Manager

TENANT

By: Danny Rosen
Danny Rosen 970-858-3636.

I personally guarantee performance under the terms of this Lease

Garrett A. Day

ORBIT ARTSPACE
138 S. PARK SQUARE #102
FRUITA, CO 81521

STORAGE
& KITCHEN,
WINE WILL
BE STORED
HERE & MOVED
TO COUNTER
AS
NEEDED

ORBIT
ARTSPACE

WINE WILL BE
SERVED FROM
COUNTER HERE.



FRONT DOOR