

This lease ("Lease") is entered into this ____ day of ____March 15, 2023 ("Effective Date"), by and between ____Lyons Locale____, a Colorado limited liability company ("Landlord") and ____FARRA Lyons LLC____ ("Tenant").

RECITALS

- A. Tenant is desirous of leasing the Premises (as defined below) from Landlord pursuant to the terms and conditions contained herein.
- B. Landlord is desirous of leasing the Premises to Tenant pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration recited herein, including payment of rent and the other covenants, conditions and agreements, Landlord and Tenant agree as follows:

(1) Premises.

(a) Premises. Landlord is the owner, or agent of the owner, of the real estate commonly known as ____Lyons Locale (442 High Street #2), and consisting of unit #2 of approximately ____1,650____ square feet of indoor space consisting of the interior space of roughly 60% of the building and common descriptive as the side entrance, dining room accessed from side entrance, all of the prep kitchen space along the back of the building, the kitchen in hallway, and walk-in refrigerator outside. Unit 2 will have exclusive access to the side patio at all times and communal access to the front patio after 3pm.

Communal Spaces:

Unit 1& Unit 2 will have communal access to the front patio after 3pm daily. Unit 1 & Unit 2 will have communal access to the long hall way and two larger bathrooms in the back. Unit 2 will have shared access to the 18 parking spots at all times. Unit 2 will share access to signage in the corner of the lot facing west main street and sign location on the front of the building.

Any construction or cosmetic changes to the bathroom will need to be done after receiving consent from both tenants and the landlord. Both tenants are expected to upkeep the hygiene and cleanliness of the bathrooms and communal area at all times.

If desired by the tenant of Unit 2, may include equipment (to be added as an appendix to this lease) . Tenant will be responsible for upkeep of the equipment the tenant chooses to use. Tenant is not responsible for replacement of this equipment shall the equipment fail due to no fault of the tenant. All equipment could be removed if tenant preference is removal of all equipment. The lease shall be amended by May 15th to include the list of equipment.

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth herein,

(2) Term of Lease.

(a) Term. The term of this Lease shall begin on ____March 17, 2023____ with an Official Commencement date for the purposes of paying the full amount of rent June 1, 2023____(the

"Commencement Date") and shall terminate 3 years from the Commencement Date of March 1, unless terminated sooner as provided herein ("Termination Date").

(b) Possession. Tenant shall take possession of the Premises on the Commencement Date of March 17, 2023. By April 1st, the space configuration of a new wall separating the two units will be completed. After the 3rd year, current tenant would have first right of refusal for a new lease at a new rate shall the property be still for lease.

Commencement Date	Termination Date	Amount	Note:
March 17, 2023	May 31, 2023	\$1	his month is severely discounted to allow for set up and light renovations of the space and building of signage.
June 1, 2023	February 29, 2024	\$4,560 monthly	This rent rate does not include utilities
March 1, 2024	February 28, 2025	\$5,500 monthly	This rent rate does not include utilities
March 1, 2025	Feb 28, 2026	\$5,500 monthly	This rent rate does not include utilities

(3) Rental. Tenant agrees to pay to Landlord the following Rent for the Premises:

Commencement Date

Rent shall be payable in equal monthly installments per the table above beginning on the Commencement Date, in advance, without notice, on the first (1st) day of the month for which due. Rent is due and payable on the first (1st) of each month at the following address: PO Box 197 Lyons, CO 80540. Said payments shall be in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public or private, at the time of payment.

(4) Security Deposit. Concurrently with the execution of this Lease, Tenant has deposited with Landlord and will keep on deposit at all times during the primary term of this Lease (and any

extension thereof), the sum of \$4,560, equal to 1 months rent. Failure to adhere to the terms of this lease could result in tenants forfeiting partial or full security deposit.

(5) Use of Premises. Tenant shall have the right to use and occupy the Premises for the operation of a __(need name of business and description) _____ and related uses (the "Permitted Use"). Any other lawful use shall be permitted only with the prior written consent of the Landlord, in its sole discretion. Throughout the primary term of this Lease (and any extension thereof), Tenant, at Tenant's sole cost and expense, covenants to promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Landlord makes no representation or warranty whatsoever that the Premises is suitable for the Permitted Use or allowable under applicable laws and ordinances and Tenant represents and warrants that it is not relying on any statement from the Landlord regarding the Permitted Use. Tenant has investigated the Premises and performed such diligence, as it has deemed necessary to determine that it is suitable for the Permitted Use. Tenant makes such determination at its own risk and without any guarantee from Landlord. Under no circumstances shall Landlord be liable to Tenant in the case that the Premises are not suitable for the Permitted Use for any reason.

(6) Tenant's Insurance. During the primary term of this Lease (and any extension thereof), Tenant shall carry and maintain the following types of insurance in the amounts specified, at Tenant's sole cost and expense, and for the mutual benefit of Landlord and Tenant:

(a) Liability Insurance. Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing protection of at least \$1,000,000 combined single limit (with no deductible) against claim and liability for personal injury, bodily injury, death and property damage arising from the use, ownership, maintenance, disuse or condition of the Premises, any improvements located on or appurtenant to the Premises, improvements or adjoining areas or ways. Landlord shall be named and protected under the terms and conditions of said policy as Landlord of the Premises.

(b) Workmen's Compensation. Tenant shall also purchase Workmen's Compensation Insurance in compliance with all state, federal and other governmental laws, rules and regulations.

(c) Personal Property. Tenant shall be responsible for insuring any and all personal property that may be owned by Tenant or any guest or invitee of Tenant. Any insurance that may be purchased pursuant to this paragraph and any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, diminish or modify any provisions of this Lease and specifically the indemnity provisions hereof.

(d) Waiver of Subrogation. The parties agree that all insurance policies obtained pursuant to this Lease shall include a clause or endorsement which shall waive the right of subrogation on the part of the insurance carrier against both Landlord and Tenant. Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation.

(e) Miscellaneous. All insurance by virtue of this Lease shall be written with an insurance company licensed to do business within the State of Colorado and approved by Landlord (which approval shall not be unreasonably withheld), with such policies to be nonassessable. Tenant

shall provide Landlord with the original insurance policies or a Certificate of Insurance (with proof of payment thereon), which shall provide that the insuring company shall give notice in writing to Landlord within thirty (30) calendar days prior to cancellation, termination or, in the event of a material change in such insurance, for any reason whatsoever. An endorsement shall provide that any proceeds (except liability insurance proceeds) of any loss shall be payable to Landlord and Tenant as their respective interests may appear, except that in the event Landlord purchases the All-Risk insurance, then any loss shall be payable to Landlord.

(6) Utilities. Tenant shall pay and be responsible for all utility charges for utilities supplied to or serving the Premises during the Term, specifically including gas, water, sewage, electricity, the internet and pro rata share of snow removal. Utilities of electricity, and water and sewer will be metered for just the unit contained in the lease space. Gas costs will be split 50/50 with Unit #1. Unless caused by the gross negligence or willful misconduct of the Landlord, Landlord shall not be liable for any loss or damage caused by an interruption or failure of utility services serving the Premises.

(7) Conditions of the Premises. Tenant accepts the Premises subject to all zoning ordinances and regulations pertaining to the Premises, without responsibility or warranty by Landlord.

(8.) Indemnity.

(a) Indemnity of Landlord. Except for Landlord's gross negligence, or willful misconduct, Tenant agrees to exonerate, hold harmless, protect and indemnify Landlord from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise during the primary term of this Lease (or any extension thereof) for personal injury, loss of life or loss or damage to any property sustained in or about the Premises resulting from, or arising, directly or indirectly, out of the use or occupancy of the Premises; and from and against all costs, counsel fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees or liens resulting from such matters and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the ownership and/or use of the Building and the Premises.

(b) Tenant shall give prompt notice to Landlord in case of fire, flood or other casualty or accidents in the Premises. Tenant shall not permit any mechanic's or materialmen's liens to be filed against the Premises and hereby indemnifies and holds Landlord harmless from and against any liability, damage, expense or cost which may be incurred by Landlord in connection with any mechanic's or materialmen's liens which may be filed against the Premises as a result of the provisions of this Lease. This indemnity shall specifically include attorneys' fees and any costs incurred by Landlord to enforce this indemnity.

(9) Third Party Liability. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance,

Tenant agrees to pay for all damage to the Premises, as well as all damage to persons or property of other tenants or occupants thereof, caused by the misuse, neglect, negligent act or omission of Tenant or any of its agents, contractors, employees, licensees or invitees.

(10) Maintenance.

(a) **Landlord's Obligations.** Throughout the primary Term of this Lease (and any extension thereof), Landlord, shall maintain, repair and keep the exterior of the Premises, the foundations, bearing and exterior walls, flooring, subflooring, roof and all other structural parts of the Premises including HVAC and furnace in good, substantial and sufficient condition, repair and order ("Structural Repairs"). Landlord's liability hereunder shall be limited to the cost of such Structural Repairs. Provided, however, Landlord shall not be responsible for any Structural Repairs caused by reason of Tenant's occupancy or Tenant or any guest or invitee of Tenant's use of the Premises or by the negligence of Tenant or any guest or invitee of Tenant. Landlord shall not be liable for any failure to maintain such Structural Repairs, unless Landlord fails to commence and diligently pursue such Structural Repairs within a reasonable time after receiving written notice from Tenant advising Landlord that such Structural Repairs are required hereunder and specifying such Structural Repairs.

(11) **Occupational Safety and Health Act.** Tenant shall fully comply with all federal, state and local codes, statutes, laws and ordinances ("Law") during the Term. Tenant shall be responsible to make any and all repairs and alterations, including paying all costs associated therewith, to the structural and nonstructural components of the Premises (subject to the terms and provisions of this Lease) to any appurtenances situated upon the Premises that may be required of the Landlord as a result of the Law in effect at the time of mutual execution of this Lease or which hereafter shall be enacted.

(12) **Alterations to Premises.** Tenant shall not have the right to make any permanent structural change or alteration to the Premises without obtaining the prior written consent from the Landlord, which shall be in its sole and absolute discretion.

(13) **Default Provisions.** The occurrence of any one or more of the following events shall constitute a breach of this Lease by Tenant:

(a) **Failure to Pay Rent.** Tenant failing to pay Rent or any other payments required to be made by Tenant when due, where such failure shall continue for a period of seven (7) calendar days, without any requirement for notice from the Landlord.

(b) **Failure to Keep Covenants.** Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained for which Tenant is responsible

(c) **Abandonment.** Tenant abandoning the Premises.

(1) Landlord provides Tenant a written Notice of Breach, which describes in detail the provision of this agreement that Tenant breached, and informs Tenant that if this deficiency is not cured within twenty (20) days of the date Tenant receives the Notice of Default, that a default will have occurred;

(2) Twenty (20) days pass from the date the Tenant received the Notice of Breach; and

(3) Landlord then provides Tenant a Notice of Default, which states the specific provision of this agreement that Tenant breached and informs Tenant of the date of default.

(24) **Remedies.** In the event of an occurrence of default as set forth above, Landlord shall have the right to:

(a) **Terminate Lease.** Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination.

(25) **Default by Landlord.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) calendar days after written notice by Tenant to Landlord, specifying wherein Landlord has failed

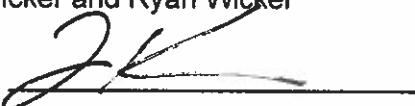
to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) calendar days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

(14) Surrender of Premises. Upon the Termination Date of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises in as good condition as existed on the Commencement Date, ordinary wear and tear excepted. Equipment that was leased with the premise shall be returned as well with ordinary wear and tear. Tenant shall surrender and deliver the Premises broom clean and free of Tenant's property. Provided Tenant is not in default, Tenant shall have the right to remove all of Tenant's fixtures, equipment, machinery and other personal property, provided that upon such removal the Premises are delivered in the same condition as existed at the time of the Commencement Date. Further, in the event Tenant does not remove any of Tenant's own fixtures, equipment or personal property or any additions or alterations made to the Premises during the primary Term of this Lease (and any extension thereof), Landlord may require Tenant to remove any such improvements, alterations, fixtures and equipment and restore the Premises to the condition as existed on the Commencement

Date or retain the same.

Landlord: Lisa Wicker and Ryan Wicker

Lisa's signature :



Ryan Wicker's Signature



Lyons Locale
P.O Box 197
Lyons, CO 80540

Tenant: FARRA Lyons LLC

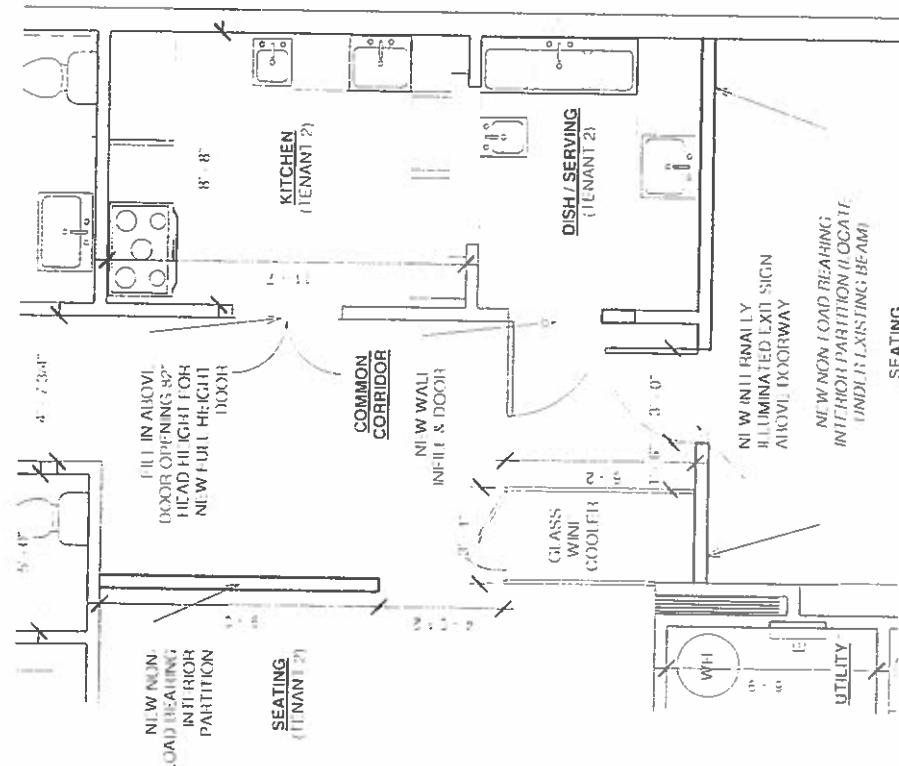


Antonio Gomez Rodriguez Signature:

Proposed Plan Modifications

123 BRIGHT STREET, LYNNS, (1) SUSSEX.

110



(2) ENLARGED PLAN
 $1/4" = 1\text{'}-0"$

 SCALE: $1/4" = 1\text{'}-0"$



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PARKING
PROPOSED PLAN
 $1/8" = 1'-0"$

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SANDBOX

165

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Architectural floor plan of a building section with the following details:

- Rooms and Areas:** Kitchen, ADA Restroom, PREP, MECH, Storage, Stage, Common Corridor, Glass Wine Cooler, Dish Storage, Ordering, Service/Drinks, Dish/Serving, Utility, Toilet, and various Seating and RAMP areas.
- Dimensions:** Overall width is 29'-4". The Stage area is 7'-2 1/4" wide. The Kitchen area is 8'-0" wide. The ADA Restroom is 7'-3 1/4" wide.
- Proposed Plan:** A separate drawing in the bottom right corner shows a proposed plan for a parking area with dimensions 17'-0" by 16'-0". The scale is 1/8" = 1'-0".