

1LEASE ADDENDUM
between
LARAMIE COUNTY and ADVANCED INVESTMENT SOLUTIONS, LLC

THIS LEASE ADDENDUM ("Addendum") is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY" as "LESSOR") and Advanced Investment Solutions, LLC, 2029 E 19th St, Cheyenne, WY 82001 ("AIS" as "LESSEE"). The parties agree as follows:

I. PURPOSE/PREMISES DESCRIPTION

A. COUNTY is the sole owner of the building legally, described as follows:

*CHEYENNE: BLOCK 267;
PLUS (1920 SQFT, ORD 2812) EAST 120' VAC 16' ALLEY; PLUS (2304
SQFT, ORD 2098) WEST 144' VAC 16' ALLEY*

(hereinafter referred to as the "Property"). The Property was purchased from the Voss Family Limited Partnership (hereinafter "Voss") in 2024.

B. AIS signed a lease, (hereinafter "Lease", attached and incorporated herein as **Attachment A**) with Voss on March 13, 2023 for 961 square feet within Property known as Unit #316, and two assigned parking spaces 39 and 57 (collectively, the "Leased Space"). The Lease was assigned to County contemporaneously with the purchase of the Property by COUNTY from Voss. AIS' obligation to COUNTY for the Lease expires on March 31, 2026.

C. AIS and the COUNTY (hereinafter may be referred to as "The Parties") have mutually agreed to terminate the Lease early in exchange for a lump sum payment (hereinafter "Termination Sum") from AIS, which once deposited by COUNTY, will terminate the Lease between the Parties. It is understood COUNTY will walk through the Leased Space to verify all belongings of AIS are remove, conditions under Lease for returning the Leased Space at the end of tenancy are satisfied, and keys surrendered, before accepting funds to terminate the Lease.

II. TERM

This Lease shall terminate once the conditions for AIS to terminate the Lease to the satisfaction of County are met and once COUNTY accepts funds as described herein in this Addendum.

III. RESPONSIBILITIES OF AIS

A. RESPONSIBILITIES OF AIS as LESSEE:

1) AIS shall pay a Termination Sum of three thousand seven hundred ten dollars (\$3,710.00) to COUNTY.

2) AIS will credit to COUNTY, the current deposit made to Voss by AIS, and in the possession of COUNTY, of one thousand two hundred and ninety dollars (\$1,290.00) for the Leased Space.

3) AIS will walk COUNTY through the Leased Space which must be empty and clean to the satisfaction of COUNTY pursuant to the Lease.

4) AIS will make certain no vehicles are in assigned spaces and relinquish all rights to assigned parking.

5) AIS will return all keys and FOBs for the Leased Space.

B. AIS agrees to remain current on rent payments pursuant to the Lease, which will not be credited towards the Termination Sum. The obligation to continue rent payments will cease upon termination of the Lease as outlined in this Addendum.

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY will provide a final receipt once the Termination Sum is received by COUNTY and the other obligations of AIS as outlined herein are satisfied. COUNTY will communicate and coordinate with AIS to verify AIS' obligations herein in Section III of this Addendum.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services, activities and operations to be performed by each party are those of an independent contractor and not as an employee of the other party. Each party assumes responsibility for its personnel who provide services in relation to this pursuant to this Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

B. Entire Agreement: This Addendum (5 pages) and the Lease (21 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Addendum are held invalid or unenforceable by any court of competent jurisdiction, or if either Party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable

any other provision hereof. It is the express intent of the parties that the provisions of this Addendum are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to AIS and to COUNTY in executing this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum.

G. Contingencies: COUNTY certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Addendum.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Addendum. Further, the parties fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum with the exception that each Party agrees that any such immunity is waived for the sole purpose of either party's enforcement of any aspect of this Addendum.

K. Indemnification: AIS shall carry liability insurance sufficient to cover its obligations under this provision with COUNTY as an additional named insured and provide COUNTY with proof of such insurance. Further, AIS shall notify COUNTY, sixty (60) days prior to termination or any Change to its liability insurance.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum shall operate only between the parties to the Addendum and shall inure solely to the benefit of the parties to this Addendum.

M. Conflict of Interest: COUNTY and AIS affirm, to their knowledge, no employee of either Party has any personal beneficial interest whatsoever in the Addendum described

herein. No staff member of either Party, compensated either partially or wholly with funds from this Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum.

N. Force Majeure: Neither party shall be liable to perform under this Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's obligations under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify AIS at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future obligations due or for any damages as a result of termination under this provision.

P. Notices: All notices required and permitted under this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may Change its address for notice hereunder by giving written notice to the other party.

Q. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this Agreement.

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Signature Page

**1LEASE ADDENDUM
between**

LARAMIE COUNTY and ADVANCED INVESTMENT SOLUTIONS, LLC


LARAMIE COUNTY, WYOMING as LESSOR:

By: _____ Date _____
Laramie County Commissioners

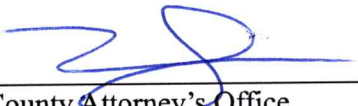
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

ADVANCED INVESTMENT SOLUTIONS, LLC as LESSOR:

By:  _____ Date 5/2/2025
ID RNougPZLS0dV81QY8dPdPzxx
AIS, LLC

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5-6-25
Laramie County Attorney's Office

eSignature Details

Signer ID:	RNougPZLScDV81QY8dPdPzxx
Signed by:	Justin Roberts
Sent to email:	chesterfieldwest@protonmail.com
IP Address:	35.134.243.55
Signed at:	May 2 2025, 12:33 pm PDT

WYOMING COMMERCIAL LEASE AGREEMENT

This Wyoming Commercial Lease Agreement (the “Lease”) is entered into by and between the following “Parties”:

Landlord:

The Voss Family Limited Partnership

801 W. Big Horn Avenue

Worland, Wyoming 82401

(307) 431-1559

Tenant:

Advanced Investment Solutions, LLC

Cheyenne, WY

In consideration of the Landlord leasing the Leased Premises (as defined herein) to the Tenant, the Tenant being granted exclusive use of the Leased Premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease agree as follows.

1. The Leased Premises.

- a. **Landlord** is the **sole owner** of the commercial space, including land and improvements, located at 2020 Carey Avenue, Cheyenne, Wyoming (the “Building”), which Building is legally identified as CHEYENNE: BLOCK 267; PLUS (1920 SQFT, ORD 2812) EAST 120' VAC 16' ALLEY; PLUS (2304 SQFT, ORD 2098) WEST 144' VAC 16' ALLEY.
- b. The Building is comprised of nine separate floors.
- c. Landlord agrees to lease to Tenant the part of Third of the Building which totals approximately 961 square feet (the “Leased Premises”).
- d. Tenant shall also be granted exclusive use of 2 specifically designated parking space in the Building’s parking lot (one space per each 600 square feet of space

leased). Only properly insured motor vehicles may be parked in the Tenant's spaces. Tenant is assigned parking spaces 39 and 47

- e. Tenant will receive a desired number of key fobs for employees. Any lost or damaged key fobs, or fobs not returned at the termination of lease term will result in a charge of \$50.00 per fob.

2. Term.

- a. The term of the Lease shall be three years, and shall commence on the 1st day of April 2023 and shall expire on the 31st day of March, 2026, ("Term") unless the Term is extended pursuant to the Paragraph 15 of the Lease.

3. Rent.

- a. Rent shall be paid monthly on or before the 1st day of month each consecutive month of the Lease Term in the amount of, which equates to \$16.00 per square foot ("Rent").
- b. Rent shall be increased 3% per year on an annual basis throughout the Term of the Lease.

4. Security Deposit.

- a. Upon execution of the Lease, Tenant shall pay to Landlord a security deposit equal to one month's Rent, within 10 days of commencement of lease, which deposit shall be held by Landlord. Landlord shall return the security deposit to Tenant, without interest, within thirty (30) days of the termination of the Lease, less any deductions made at the Landlord's discretion for cleaning, repairs, alterations, or damages to the Leased Premises caused by Tenant's Lease thereof in excess of reasonable wear and tear.
- b. Tenant may not use the Security Deposit as payment of Rent, but Landlord may apply the Security Deposit to delinquent Rent in its sole discretion. If Landlord applies the Security Deposit to delinquent Rent prior to the termination of the Lease, Tenant shall replenish the Security Deposit within three (3) days of Landlord's written notice that the Security Deposit has been or will be applied to the Tenant's delinquent Rent.

5. Permitted Use.

- a. The Landlord agrees to lease the Leased Premises to Tenant for the purpose of operating a Consulting Business, and to facilitate activities in the field of Business and Technical Consulting.
- b. No pets or animals are allowed to be kept in the Leased Premises or in any Common Areas of the Building. Registered service animals may be permitted in the Leased Premises and/or Common Areas, upon written approval of the

Landlord after Tenant provides Landlord with proof of service animal registration.

- c. Tenant covenants that Tenant will carry on or conduct its business in the Leased Premises in compliance with all statutes, bylaws, rules and regulations or any federal, state, municipal or other competent authority and will not take any action on or in the Leased Premises that is in contravention of any such statute, bylaws, rules, regulations or authorities.

6. Common Areas.

- a. Common Areas means those portions of the Building, that are available for use by all tenants or occupants on a non-exclusive basis. These areas include but are not limited to lobbies, stairwells, corridors, entryways, and restrooms. Common areas shall be used for ingress and egress and shall not be obstructed.

7. Tenant's Rights and Responsibilities.

a. Quiet Enjoyment.

- i. Subject to Tenant's compliance with this Lease, Tenant shall have the right to Quiet Enjoyment of the Leased Premises.
- ii. Landlord's compliance with its rights and obligations under this Lease shall not be deemed by Tenant to be a breach of Tenant's possessory interest in or Quiet Enjoyment of the Leased Premises.
- iii. Tenant shall not commit nor suffer to be committed any nuisance or other act or thing which may disturb the Quiet Enjoyment of any other Building tenant or the Landlord.

b. Tenant Improvements.

- i. Tenant shall be permitted to perform alterations, additions or improvements to the Leased Premises to customize the Leased Premises to suit its needs, only upon written approval of the Landlord, after Tenant has provided the Landlord with the design specifications for such alterations, additions or improvement, including drawings or plans, and any other information about the proposed alterations, additions or improvements requested by the Landlord.
- ii. Tenant shall bear all costs or expenses arising out of its Tenant Improvements, including any code upgrades that become necessary as a result of the Tenant Improvements.
- iii. Tenant Improvements shall be performed in a workmanlike manner which delivers a standard grade commercial finish and shall not weaken or impair the structural integrity of or lessen the value of the Building.

- iv. With the exception of moveable trade fixtures that may be moved without damage to the Leased Premises, all alterations, additions or improvements on or to the Leased Premises, including Tenant Improvements, shall become part of the Leased Premises and the sole property of Landlord upon the termination of the Lease.
 - c. Subject to the provisions of this Lease, Tenant and its employees, agents, contractors, customers, guests, licensees and/or invitees, shall have the non-exclusive right to use, for their proper and intended purposes, the Common Areas of the Building, subject to the Landlord's exclusive control and management of such Common Areas.
 - d. Tenant acknowledges that Landlord has leased space on the roof of the Building to tenants for the purpose of installing cell antennas, that accessing the cell antennas, requires entering the Leased Premises, and that the cell antennas will require occasional inspection, maintenance and/or service. Landlord will make a reasonable effort to provide advanced notice to Tenant of any inspection, maintenance or service of the cell antennas, if it will require entry into the Leased Premises. Such entry into the Leased Premises for the purpose of inspecting, maintaining or servicing the cell antennas shall not be deemed a breach of Tenant's possessory interest or Quiet Enjoyment.
 - e. Utilities and Other Expenses.
 - i. Tenant shall connect and maintain, in its name and at its sole expense, the following utilities on the Leased Premises: telephone, internet, cable and any other such utilities as the Tenant reasonably deems are necessary to exercise the Permitted Use. Tenant is responsible for any additional security they wish to have installed and maintained.
 - f. Maintenance/Janitorial.
 - i. Tenant shall utilize the Leased Premises in a responsible, prudent manner which does not give rise to abnormal or unusual maintenance or janitorial costs to Landlord. Abnormal or unusual maintenance costs incurred by Landlord, in excess of normal or usual maintenance costs, resulting from Tenant's use or operation of the Leased Premises, including by its employees, agents, contractors, guests, customers, invitees and/or licensees, shall be reimbursed by Tenant upon receipt of an accounting of the abnormal or unusual expenses.
8. Landlord's Rights and Responsibility.
- a. Landlord Improvements. Landlord reserves the right for itself and any employees, contractors, agents or other persons it authorizes, to perform alterations, additions or improvements to the Building ("Landlord Improvements") from time to time, within the Landlord's reasonable discretion and at the Landlord's sole expense. In exercising its right to perform Landlord Improvements, Landlord will use

reasonable efforts to minimize interference with Tenant's access to and/or the Permitted Use of the Leased Premises, including preserving a direct entrance and exit to the Leased Premises for Tenant and Tenant's employees, agents, contractors, customers, guests, licensees and/or invitees.

b. Installation, Maintenance and/or Repairs.

- i. Landlord reserves the right for itself and any employees, contractors, agents or other persons it authorizes to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Leased Premises, and at all reasonable times shall be permitted to enter the Leased Premises for the purpose of installation, maintenance or repair, and such entry will not be deemed by Tenant to be a breach of Tenant's possessory interest in or right to Quiet Enjoyment of the Lease Premises.
 - ii. Landlord reserves the right, when necessary due to an act of God, accident or some unforeseen event, to enter the Leased Premises at any time to make any and all repairs, alterations or improvements necessary to promptly resolve or prevent damage to the Leased Premises ("Emergency Repairs"). Should the need for such Emergency Repairs either in the Lease Premises or other parts of the Building cause any temporary obstruction and/or inability to access or use to the Leased Premises or Common Areas or should Emergency Repairs require the temporary suspension of services to the Leased Premises or Building, including but not limited to electricity, water, phone service and/or internet, Landlord and/or its employees, contractors or agents, will work expeditiously to resolve the obstruction and/or suspension of services and will make reasonable efforts to avoid causing such obstruction and/or suspension during standard business hours. There will be no abatement in rent because of any such obstruction and/or suspension, provided that the Emergency Repairs are performed as expeditiously as is reasonably possible.
- c. Landlord or its agent will have the right to enter the Leased Premises at all reasonable times to show the Leased Premises to prospective purchasers, mortgagers, encumbrancers, lessees or assignees, and may also, during the ninety (90) days preceding the end of Tenant's Lease Term, place upon the Building and/or Leased Premises, the usual types of notice advertising the Leased Premises for rent, which notice Tenant will permit to remain on or in the Leased Premises.
- d. The Building Common Areas will at all times be exclusively owned, controlled and managed by Landlord and/or its employees or agents.
- e. Utilities and Other Expenses.

- i. Landlord shall connect and maintain, in its name and at its sole expense, the following Building utilities: electricity, natural gas, water, sewer, snow removal and garbage removal.

f. Maintenance/Janitorial Services.

- i. Landlord shall provide basic janitorial services to keep the Leased Premises in a neat, clean and sanitary condition. Landlord and/or its agents shall supply cleaning supplies, including soap, waxes, disinfectants and trash can liners. Additionally, Landlord and/or its agents shall provide and replenish expendable restroom supplies, including toilet paper, paper towels and hand soap.

9. Default.

- a. Upon Tenant's default of any of the covenants, agreement, obligations or other conditions of this Lease applicable to Tenant, Landlord shall have all rights and remedies afforded to it under Wyoming Law, including Forcible Enter and Detainer as set forth in Wyo. Stat. § 1-21-1001, *et seq.* and ejectment as set forth in Wyo. Stat. § 1-32-202, in equity, and as permitted by this Lease.
- b. If Tenant fails to make timely and complete Rent payments or timely comply with any other monetary obligation set forth in this Lease, upon three (3) days written notice, the Landlord may terminate this Lease, and after the expiration of the notice period may reenter and repossess the Leased Premises, or any part thereof, to the exclusion of the Tenant. Moreover, Landlord may, without notice or any form of legal process, seize, remove and/or sell any goods, chattels or equipment within the Leased Premises to recover any outstanding monetary obligations owed to Landlord by Tenant under the Lease.
 - i. If Landlord reasonably believes that Tenant may take retaliatory measures against the Landlord upon receipt of the notice of termination, including but not limited to damaging the Leased Premises or the Building or any of its contents or the personal property of any of the Building's other tenants or the Landlord's personal property, Landlord may reenter and exclude Tenant from the Leased Premises and/or the Building prior to the expiration of the three-day notice period and as early as simultaneously with the delivery of the written notice.
 - ii. The notice required herein may be properly provided by complying with the notice provision in this Lease or, pursuant to Wyo. Stat. 1-21-1003, by leaving a copy of the notice with the Tenant or at the Tenant's usual place of abode or business, if the Tenant cannot be found.
- c. If Tenant fails to observe and perform any of the non-monetary covenants, agreements, obligations or other conditions set forth in this Lease that are applicable to the Tenant, the Landlord shall provide written notice to Tenant of the breach and afford Tenant three (3) days to cure the breach. If the breach has

not been cured after the three-day notice period, Landlord may immediately terminate the Lease and may reenter and repossess the Leased Premises, or any part thereof, to the exclusion of the Tenant. If Tenant's repeatedly breaches the non-monetary conditions of the Lease, Landlord may terminate the Lease, without providing Tenant the ability to cure the breach, after providing the Tenant with three (3) days written notice.

- i. The notice required herein may be properly provided by complying with the notice provision in this Lease or, pursuant to Wyo. Stat. 1-21-1003, by leaving a copy of the notice with the Tenant or at the Tenant's usual place of abode or business, if the Tenant cannot be found.
- d. The following events shall also be deemed material breaches of the Lease from which Landlord may, at its options, terminate the Lease, without notice or any form of legal process, and reenter and repossess the Leased Premises, or any part thereof, to the exclusion of Tenant:
 - i. Tenant's leasehold/possessory interest set forth in this Lease, or any good, chattels or equipment of Tenant's located in the Leased Premises, is taken or seized in execution or attachment; or if any writ of execution is issued against Tenant or Tenant becomes insolvent, commits an act of bankruptcy or files for bankruptcy; or Tenant becomes involved in any voluntary or involuntary winding up, dissolution or liquidation proceedings; or if a receiver is appointed for the affairs, business, property or revenues of the Tenant; or
 - ii. Tenant fails to diligently pursue or complete its Tenant Improvements thus leaving the Leased Premises in a state of disrepair; or Tenant vacates or abandons the Leased Premises; or Tenant uses or permits the Leased Premises to be used for any purpose other than the Permitted Use.

10. Abandonment.

- a. If Tenant abandons or vacates the Leased Premises before the expiration of the Term, Landlord may, at its option and without notice, reenter the Leased Premises, or any part thereof, by any reasonable means and without liability to Tenant, remove any property of the Tenant from the Leased Premises, and may, at Landlord's option, relet the Leased Premises for the whole or any part of Tenant's unexpired Term, without voiding or terminating the Lease or the obligations of Tenant thereunder. Landlord may receive and retain all rent paid by virtue of any reletting and, upon Landlord's demand, Tenant shall be liable for any difference between the total Rent owed by Tenant for the unexpired Term and the total rent received through reletting for all or a portion of Tenant's unexpired Term. Upon Landlord's demand, Tenant shall also be liable for any cost associated with the reletting, including but not limited to removal, disposal and/or storage of Tenant's property, any cleaning, repairs or alterations to the Leased Premises that the Landlord determines may be necessary or desirable for the purpose of reletting,

any loss in expected Rent resulting from a delay of any kind in reletting the Leased Premises, and/or any loss resulting from Landlord's inability to relet the Leased Premises despite reasonable efforts.

- b. If Landlord exercises its right of reentry following an abandonment of the Leased Premises by Tenant, Landlord may consider the personal property or fixtures of Tenant or Tenant's employees, agents, contractors, guests, customers, invitees or licensees left in the Leased Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner the Landlord deems proper and is relieved of all liability for such disposal.

11. Condition of the Leased Premises.

- a. Tenant warrants that it inspected the Leased Premises prior to the commencement of the Lease, and that they are, at the time of the execution of the Lease, in good order, good repair, safe, clean, and in a tenantable condition. Tenant accepts the Leased Premises in its current condition, "as is."

12. Care and Use of the Leased Premises.

- a. Tenant shall promptly notify the Landlord or Landlord's duly designated agent for Building maintenance, using the most expeditious means possible (verbal notice is acceptable), of any damage to, or of any situation that may significantly interfere with the normal use of the Leased Premises.
- b. The Tenant shall have the right to use any fixtures or furniture provided by the Landlord in the Leased Premises, if any. Landlord shall have no obligation to provide the Tenant with any fixtures or furniture. The Landlord's fixtures and furniture shall not be removed from the Building without the Landlord's written approval, and the Tenant shall use reasonable care to ensure that no damage is caused to the Landlord's fixtures or furniture beyond reasonable wear and tear. If Landlord's furniture or fixtures are damaged, beyond reasonable wear and tear, by the Tenant or its employees, agents, contractors, customers, guests, invitees and/or licensees, Tenant shall be required to compensate Landlord for any such damage; or if the Landlord reasonably determines that the fixtures and furniture are damaged beyond repair or repair will exceed replacement cost Tenant shall be required to compensate the Landlord the reasonable replacement cost of Landlord's fixtures and furniture
- c. Vehicles that the Landlord or its duly designated agent determine to be unreasonably noisy or unsightly, dangerous to the public, improperly insured, inoperable or unlicensed are not permitted in Tenant's parking spaces, and such vehicles may be towed away at the Tenant's sole expense. The Building parking facilities are provided at the Tenant's own risk. Tenant is required to park in only the spaces allotted to it or risk being towed.

- d. Tenant shall not make (or allow to be made) any noises or nuisances which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- e. Tenant shall dispose of its trash in a timely, tidy, proper and sanitary manner.
- f. Tenant shall not engage in any activities in or about the Premises that are illegal or in violation of public policy or decency.
- g. Landlord and Tenant shall comply with standards of health, sanitation, fire, housing and safety as required by law.
- h. The hallways, passages, elevators and stairs of the Building are shall be used for no purpose other than going to and from the Leased Premises or Common Areas, and the Tenant shall not encumber those areas with boxes, furniture or other materials or place or leave trash or other rubbish in those areas or other Common Areas.
- i. Tenant shall not keep or have on or in the Leased Premises any article or thing of a dangerous, flammable, or explosive character or nature that might unreasonably increase the danger of fire in the Leased Premises or that might be considered hazardous by any responsible insurance company.
- j. Tenant shall obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building, including land and improvements.
- k. Upon termination of the Lease, Tenant shall be required to return the Leased Premises to Landlord in the same condition it was in at the time Tenant took possession of the Leased Premises, excepting reasonable wear and tear, including but not limited to removal of all property of the Tenant or its employees, contractors, agents, assigns, customers, guests, invitees or licensees, removal of all trash or other waste, vacuuming and cleaning the carpets, and patching and painting any holes in the walls (or the entire wall if the Landlord reasonably determines that painting the holes results in mismatched coloring on the walls).

13. Termination.

- a. In the event that the Landlord terminates the Lease prior to the expiration of the Term pursuant to any provision of this Lease permitting such termination, on the expiration of any time fixed for notice and/or cure, if any, this Lease and the right, title and interest of the Tenant conveyed thereunder shall terminate in the same manner and with the same force and effect as if the Lease Term had ended, with the exception that provisions governing Tenant liability, obligations, covenants and agreements to and with Landlord arising from the early termination shall remain in full force and effect.

- b. Upon Landlord's termination of the Lease due to Tenant's breach or default thereof, Tenant will immediately pay to Landlord, on demand:
 - i. all Rent arrears owed and any other amounts payable under the Lease up to the time of termination or reentry, whichever is later;
 - ii. reasonable expenses incurred by the Landlord in connection with reentering, terminating, reletting, collecting sums due or payable by Tenant, and seizing and obtaining the benefit of seized assets of Tenant's, including but not limited to attorney's fees and costs, brokerage fees and expenses, expenses of keeping the Leased Premises in or returning the Leased Premises to good order and repairing the same in preparation for reletting; and
 - iii. liquidated damages for the loss of Rent the Landlord expected to be derived from the Lease during the remaining term of the Lease, which damages incur interest at a rate of 12% per annum compounding, in an amount equal to either: (1) the Rent owed for the remaining Term of the Lease; or (2) the Rent that would be owed for a six (6) month period as set forth in the Lease, whichever is greater.

14. Holdover Tenant.

- a. If Tenant continues to occupy the Leased Premises after the expiration of the Term of the Lease without memorializing an extension, in writing, as set forth in Paragraph 15 below ("Holdover Tenant"), without any further written agreement, Tenant shall be deemed to be a month-to-month tenant with Rent to be paid on the first day of each month, in the amount of twice the Rent rate set forth in Paragraph 3(a) above, taking into account the annual increases to the Rent rate in Paragraph 3(a) as set forth in Paragraph 3(b), above ("Holdover Rate").
- b. The Holdover Rate shall be increased 5% per year on an annual basis until the Holdover Tenant condition is terminated by either Party.
- c. Either Party may terminate the Holdover Tenant condition by providing 30 days written notice.
- d. The Holdover Tenant remains subject to all other terms and conditions of this Lease.

15. Extension/Renewal.

- a. Upon giving written notice to Landlord no later than 90 days before the expiration of the Term, Tenant may renew this Lease for an additional three (3) year term, or any other term that is negotiated and memorialized in writing by and between the Landlord and Tenant. All terms and conditions of the renewed lease shall be the same, except for this renewal clause and the rent rate. The rent rate in the renewed lease should be determined taking into consideration state-wide and county-

specific inflation, the market rent of similarly improved premises on the market, as well as the location, use, age and size of the premises.

- b. In the event the Tenant desires to expand their business and needs to increase their square footage within the building located at 2020 Carey Avenue, this lease will become void and will be replaced with a new lease releasing them from any obligations pertaining to this lease once the new lease is signed and validated by all parties.
- c. Landlord and Tenant may negotiate any other extension of the Lease that is memorialized in writing as an Amendment to this Lease.

16. Surrender of Leased Premises.

- a. Tenant covenants to surrender the Leased Premises at the expiration of the Lease in the same condition as the Leased Premises were when Tenant first took possession of the same under this Lease, except for reasonable wear and tear, damage by fire, which was not caused by or attributable to Tenant's occupancy of the Leased Premises, or by the elements, and any unavoidable casualty, and agrees to surrender all keys or other secured access equipment to the Leased Premises to the Landlord or its duly appointed agent. All alterations, additions and improvements constructed or installed in the Leased Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon termination and be surrendered with the Premises and become the exclusive property of the Landlord except to the extent that the Landlord requires or permits, in writing, removal of such items.
- b. If Tenant abandons the Leased Premises or if this Lease is terminated before the expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of Tenant's default, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.
- c. Notwithstanding any provisions herein that trade fixtures, furnishings, alterations, additions, improvements or other fixtures are or may become the property of the Landlord, upon notice from Landlord requesting removal, the Tenant shall immediately remove all or part of the same and shall repair any damage caused to the Leased Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense. If Tenant, after receipt of such notice from the Landlord, fails to promptly remove and trade fixtures, furnishings, alterations, improvements and other fixtures in accordance with such notice, the Landlord may enter into the Leased Premises and remove from the Leased Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any

liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration of the Term or any other termination of this Lease.

17. Additional Rights upon Landlord Reentry.

- a. If the Landlord reenters the Leased Premises or terminates the Lease, notwithstanding any provisions herein to the contrary, if any, all monetary obligations incurred by Tenant and owed to Landlord, shall survive termination.
- b. The Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Leased Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect to any such forcible entry or any loss or damage suffered in connection therewith, including business interruption or loss of business opportunities.
- c. In the event that Landlord removes the property of Tenant from the Leased Premises, Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the sole expense of the Tenant. If Landlord, in its sole discretion, determines that it is unable to store the property or the value of Tenant's property is less than the cost to store it, the Landlord may sell or dispose of such property, in its sole discretion, and apply any proceeds obtained to the balance of any indebtedness owed by the Tenant to the Landlord. Landlord shall not be responsible to Tenant for the sale or disposal of such property other than to provide any balance of the proceeds to Tenant after paying storage costs and any indebtedness owed by Tenant to Landlord.
- d. The Landlord may relet the Leased Premises or any part of the Leased Premises for a term or terms which may be less or greater than the balance of Tenant's remaining term and may grant reasonable concessions in connection with such reletting including any alterations, additions and improvements to the Leased Premises.

18. Tenant Insurance.

- a. Tenant is hereby advised and understands that the personal property of Tenant or its employees, agents, contractors, customers, guests, invitees or licensees, is not insured by the Landlord for either damage or loss, and the Landlord assumes no responsibility for any such loss. The Tenant is advised and acknowledges that obtaining insurance to cover such personal property is the Tenant's sole responsibility.
- b. Tenant shall, during the Term of the Lease or any other time that Tenant occupies the Leased Premises, obtain and maintain, at Tenant's sole expense,

comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Leased Premises, or the Tenant's business in or about the Leased Premises. Such insurance shall include Landlord and its employees and agents as additional insureds to defend and indemnify Landlord and its employees and agents to the same extent as Tenant for any such claims. The insurance shall be in an amount not less than \$500,000.00 combined single limit and shall, for Tenant's benefit, include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.

- c. Should Tenant fail to obtain the aforementioned comprehensive general liability insurance, Tenant, at its sole cost, shall defend, indemnify and hold harmless Landlord for any bodily injury or property damage claims arising out of Tenant's use or occupation of the Leased Premises during the Lease Term or any other time that Tenant occupies the Leased Premises.
- d. Tenant's general liability insurance shall contain the following provisions:
 - i. The Landlord shall remain insured by the policy to the fullest extent notwithstanding any act, neglect or misrepresentation of the Tenant that might otherwise result in an avoidance of the claim under such policy;
 - ii. The policy shall be primary and noncontributing with respect to any policies carried by the Landlord, and that any coverage carried by the Landlord shall be excess coverage;
 - iii. The policy shall provide for a waiver of the insurer's right of subrogation against the Landlord or the Landlord's insurer; and
 - iv. The policy will not be cancelled without the insurer providing the Landlord with thirty (30) days written notice stating when such cancellation will be effective.
- e. Tenant shall provide proof of insurance to the Landlord upon Landlord's request.

19. Landlord Insurance.

- a. Landlord will maintain the following insurance throughout the Term of the Lease:
 - i. commercial property insurance on the Building, excluding coverage for earthquakes or floods, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance shall be in a form or forms normally in use for buildings and improvements of a similar nature and similarly situated;
 - ii. equipment breakdown insurance for all Building equipment under the exclusive control of Landlord or its agents; and

- iii. commercial general liability insurance insuring against claims for bodily injury, including death and property damage, in such form and subject to such deductions and exceptions as the Landlord may reasonable determine.
- b. Presuming the Landlord obtains the required insurance, the Landlord shall not be liable for any losses suffered by Tenant, including but not limited to business interruption, opportunity or loss of income, Tenant's moving expenses, and consequential, incidental, punitive and/or indirect damages which are not covered by the Landlord's insurance.

20. Assignment and Subletting.

- a. Tenant shall not assign this Lease nor sublet or grant any concession or license to use the Leased Premises or any other part of the Building or Common Areas. Any assignment, sublease, concession or license, whether by operation of law or otherwise, granted by Tenant in violation of this Lease will be void *ab initio* and Landlord shall have the option to immediately terminate this Lease.

21. Eminent Domain and Expropriation.

- a. During the Term of this Lease or any extension of the same as set forth in Paragraph 15, if title to the Building is taken, in whole or in part, by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Building or Leased Premises, the Landlord may, at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon termination, the Tenant will immediately deliver up possession of the Leased Premises. Tenant shall owe Rent to the Landlord up to the date of such termination, and Tenant shall be entitled to a prorated reimbursement of any Rent paid in advance for the unexpired Term of the Lease.
- b. Tenant shall have no claim against the Landlord for the value of its property or the loss of its property interest in the unexpired Lease Term, but the Parties will each be entitled to separately advance their respective claims for compensation for the loss of their respective interests against the authority that performed the taking and separately receive and retain any such compensation awarded on their respective claims. If any award of compensation made to the Landlord includes an award for the Tenant, the Landlord will pay to the Tenant its portion of the award and vice versa.

22. Condemnation.

- a. A condemnation of the Building or any portion of the Leased Premises will result in termination of the Lease. The Landlord will receive any and all consequential damages awarded as a result of the condemnation proceedings. All future Rent payments to be paid by the Tenant under this Lease shall be terminated as of the

date of the condemnation, and the Tenant shall be entitled to prorated reimbursement of any Rent paid in advance for the unexpired portion of the Lease Term.

23. Subordination and Attornment.

- a. This Lease and Tenant's rights thereunder shall automatically be subordinate to any mortgage or mortgages, or encumbrances resulting from any other method of financing or refinancing of the Building, including land and improvements, or any portion thereof, now or later executed, and to all advances made or afterwards made upon such security. Upon Landlord's request, Tenant shall execute any such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
- b. In the event of a foreclosure or other transfer of right to the Building, including land and improvements, or any portion thereof, or any other mortgage or other method of financing or refinancing made by the Landlord in connection therewith, the Tenant shall attorn to the encumbrancer as the Landlord under this Lease, but only if such encumbrancer shall so require it.

24. Sale by Landlord.

- a. In the event of any sale, transfer or lease by the Landlord of the Building, including land and improvements or any portion thereof, containing the Leased Premises, or any assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will automatically, without further written agreement, be freed from and relieved of liability under or duty to comply with such covenants and obligations. This Lease may be assigned by the Landlord to any mortgage or encumbrance of the Building as security or in connection with any sale, transfer or lease of the Building.

25. Estoppel Certificate.

- a. Tenant shall, upon the request of Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building, including land and improvements or any part thereof, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then a statement that the Lease is in full force and effect except as modified and identify the modifications, and stating whether Tenant is in default to Landlord under this Lease and, if so, specifying each such default.

26. Tenant Indemnification.

- a. Tenant shall and does hereby agree to defend, indemnify and hold harmless Landlord and Landlord's employees, agents, contractors or other representatives,

from all claims, actions, demands, liability, losses, damages, fines, and expenses, including attorneys fees and costs, that Landlord may or shall incur or suffer by reason of Tenant's breach, violation or nonperformance of any covenants, terms or provisions set forth in this Lease or by reason of any builders' or other liens for any work done, materials provided or services rendered for alterations, additions, improvements or repairs made by or on behalf of Tenant to the Leased Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property resulting from Tenant's use or occupancy of the Leased Premises, or by reason of any wrongful act or omission, default or negligence on the part of Tenant or its employees, agents, contractors, customers, guests, invitees or licensees in or about the Building, including losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.

- b. Landlord shall not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons who are not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event shall the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
- c. Landlord shall not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Leased Premises will be at the sole risk of Tenant.

27. Liens.

- a. Tenant shall immediately, upon demand of Landlord, remove or cause to be removed and afterwards institute and diligently pursue any action, legal or otherwise, to remove and resolve any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord.
- b. Without limiting the foregoing obligations of the Tenant, Landlord may cause the same to be removed, and shall be entitled to recover of all fees and costs, including attorneys fees, incurred in connection with the removal and resolution of such lien or claim of lien from Tenant.

28. Landlord's Performance.

- a. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed, hindered or prevented from performing any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, an act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of

such term, covenant or act will be excused for the period of the delay, and the Landlord will be entitled to perform such term, covenant or act within a reasonable time period after the resolution of the cause of such delay.

29. Cumulative Remedies.

- a. Landlord's reference to or exercise of any right or remedy permitted by this Lease or in law or equity will not prejudice or preclude Landlord from asserting any other such remedy. No remedy available to Landlord shall be exclusive or dependent upon any other remedy, but the Landlord may exercise any one or more of such remedies independently or in combination.

30. Landlord Election to Cure Tenant Default.

- a. If Tenant fails to observe, perform or keep any of the provisions of this Lease and such failure is not cured within the time limits specified in the Lease or in any notice provided by Landlord, if any is required, the Landlord may, but will not be obligated to, at its discretion, take action to cure the default by Tenant. The Landlord will have the right to enter the Leased Premises for the purpose of curing the default and remain until the default has been cured. Any expenses incurred by Landlord in connection with curing Tenant's default shall be reimbursed by Tenant, and Landlord's efforts to cure the default shall not be deemed to waive or release Tenant's default or the Landlord's right to take any action that may be permissible under this Lease or at law or equity against Tenant as a result of the default.

31. General Provisions

- a. Entire Agreement.
 - i. This Lease constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or contracts, either written or oral. In particular, no warranties of the Landlord not expressed in this Lease are not to be implied.
- b. Amendments/Modification.
 - i. All amendments or modifications to this Lease shall be mutually agreed upon by the Parties hereto and shall be reduced to writing and subscribed by the Parties with all the formality of the original.
- c. Counterparts and Signatures.
 - i. This Lease may be executed in counterparts. Any facsimile or electronic signatures used to sign this Lease are binding and considered to be original signatures.
- d. Successors and Assigns.

- i. This Lease and any amendments or modification thereto shall be binding upon the Landlord, Tenant and their respective successors, heirs, assigns, executors and administrators.
- e. Multiple Tenants.
 - i. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- f. Waiver of Immunity.
 - i. If Tenant is a governmental entity or insurable under the Wyoming Self-Insurance Account, as defined or described in the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.*, for the purposes of entering into, interpreting and enforcing this Lease, any amendments, modifications or extensions thereof and any other obligations of Tenant to Landlord established in law or equity, Tenant expressly waives any and all immunity and any and all procedural requirements that it may otherwise argue are necessary to initiate and pursue a claim against Tenant even in the absence of immunity, including but not limited to Wyo. Stat. § 1-39-113, Wyo. Stat. § 9-1-404 and Article 16, § 7 of the Wyoming Constitution.
 - ii. To ensure compliance with Article 16, § 7 of the Wyoming Constitution, should a judgment be entered against Tenant that requires that monies be paid out of the state treasure, immediately upon entry of the judgment against Tenant and in favor of Landlord, Tenant shall provide to Landlord the identification of the officer or officers whose duty it is to audit the judgment, and Landlord shall provide to said officer or officers a notarized, itemized accounting of the total judgment, prior to payment of the judgment.
- g. Insufficient Funds.
 - i. Tenant shall be charged by and owe to Landlord an additional amount of \$100.00 for each N.S.F. check or check returned by the Tenant's financial institution.
- h. Notices.
 - i. Unless otherwise stated herein, all notices required by this Lease agreement shall be in writing, sent via Certified Mail with Return Receipt, and delivered to the addresses for each Party set forth above.

i. Governing Law.

- i. The interpretation and enforcement of this lease shall be governed by the laws of the State of Wyoming.

j. Attorneys Fees.

- i. In the event that any claim or action is filed in relation to this Lease, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs, in addition to all other and further relief to which the prevailing party is entitled.

k. Waiver.

- i. No provision of this Lease shall be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of Rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on any previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the remedies of the Landlord.

l. Severability.

- i. The unenforceability or invalidity of any provision in this Lease shall not have an impact on the enforceability or validity of any other provision. Any unenforceable or invalid provision shall be regarded as removed from this Lease to the extent of its unenforceability and/or invalidity. Therefore, the Lease shall be interpreted and enforced as if it did not contain the unenforceable or invalid provision except to the extent such provision remains enforceable or valid.

m. Interpretation.

- i. Headings are inserted for the convenience of the Parties only and are not considered when interpreting the Lease. Words in singular mean and include the plural and vice versa. Conjunctions such as “and” and “or” are interpreted to subsume each other.

n. Relationship of Parties.

- i. Nothing contained in this Lease is intended by the Parties to create or imply a relationship of principle and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

o. Effective Date.

i. The effective date of this lease is the date of the final signature affixed to the signature page.

IN WITNESS WHEREOF the Parties to this Lease or a duly authorized representative have affixed their signatures.

Landlord:

Voss Family Limited Partnership

Beth Voss

Name: Mary Beth Voss

Title: General Partner

Date:

03/13/2023

Tenant: Advanced Investment Solutions, LLC

Justin Roberts

Name: Justin Roberts

Title: Owner/Operator

Date:03/13/2023

Year 1 Rental Rate: April 2023 to March 31, 2024 - \$16.00 per sq. ft.

\$15,376.00 annual

\$1,281.33 monthly

Year 2 Rental Rate: April 1, 2024 to March 31, 2025 - \$16.48 per sq. ft.

\$15,837.28 annual

\$1,319.77 monthly

Year 3 Rental Rate: April 1, 2025 to March 31, 2026 - \$16.97 per sq. ft.

\$16,308.17 annual

\$1,359.01 monthly