

## COMMERCIAL LEASE AGREEMENT

1. Parties. This Commercial Lease Agreement (“Lease”), dated December 15, 2022, is made by and between **WPW Holdings, LLC**, a Colorado limited liability company located at 709 23 2/10 Road, Grand Junction, CO 81505 (“Landlord”) and **the City of Grand Junction**, located at 910 Main Street, Grand Junction, Colorado 81501 (“Tenant”). The Landlord and the Tenant may be referred to collectively as “Parties” or “the Parties” or individually as a “Party”.

2. Lease of Premises. In consideration of the obligation to pay Landlord rent and other obligations, as provided in this Lease, Landlord leases to Tenant and Tenant accepts from Landlord a portion of the real property located in Mesa County, Colorado as depicted on attached Exhibit A:

commonly known as: 2522 Highway 6 & 50 , Grand Junction, CO 81505

together with all rights, privileges, easements and appurtenances, and together with any buildings and other improvements thereon (the Premises), subject to the terms and conditions of this Lease.

1. Lease Term. Tenant shall have and hold the Premises for a term of three (3) years, commencing on January 1, 2023, and ending on January 1, 2026 (the Term). This Lease, and each year of the Lease Term, is contingent on and subject to the annual appropriation and budget approval(s) by the Grand Junction City Council as required by Article X, Section 20 of the Colorado Constitution and other applicable law.

2. Option to Renew. Tenant shall have an option to renew this Lease for three (3) additional one (1) year terms, exercisable by providing written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the initial term. The renewal term, if any, shall be on the same terms and conditions of this Lease.

3. Rent. Subject to Paragraph 16 of this Lease, Tenant shall pay Landlord rent in the amount of Two Hundred Seventy-Three Thousand and 00/100 Dollars (\$273,000) to be paid monthly in the amount of Seven Thousand Six Hundred and 00/100 Dollars (\$7,600) (Rent), to Landlord at the address of 709 23 2/10 Rd, Grand Junction, CO 81505, or such other address as specified by Landlord in writing, on the first day of each month, beginning January 1, 2023. Rent shall be payable in advance, without demand, and without any abatement, deduction or setoff except as specifically provided in this Lease.

4. Late Charges and Other Fees. Tenant shall pay to Landlord a late charge of five percent (5%) of any payment not received by Landlord within five (5) days after the payment is due. This late payment charge is intended to compensate Landlord for its additional administrative costs resulting from Tenant's failure, and has been agreed upon by Landlord and Tenant, after negotiation, as a reasonable estimate of the additional administrative costs that will be incurred by Landlord as a result of Tenant's failure to timely pay Rent. The actual cost in each instance is extremely difficult, if not impossible, to determine. This late payment charge will constitute liquidated damages and will be paid to Landlord together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Landlord of any default by Tenant under this Lease. In addition, if Tenant shall ever pay Landlord by check and such check is returned because of Tenant's insufficient funds, Tenant shall, in addition to the amount owed and any late charges, owe Landlord Twenty and no/100 Dollars (\$20.00), and Landlord shall remain entitled to pursue any other remedy permitted by law. Any amount not paid to Landlord when due shall bear interest at ten percent (10%) per annum from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, nor shall it excuse Tenant from paying late charges and other fees provided for above. Late charges and other fees charged, however, shall not bear interest.

5. Taxes. Landlord shall only be responsible for the real property taxes for the Premises and no other taxes that are or could be assessed for trade fixtures on personal property of Tenant located on the Premises.

6. Utilities. Landlord shall arrange and pay for all utilities furnished to the Premises, including without limitation, gas, water, sewer, electricity,. Tenant shall not install any equipment which will exceed or overload the capacity of any utility facilities.

7. Tenant's Acceptance of the Premises. Tenant has inspected the Premises and acknowledges that as of the commencement of the Term, the Premises are clean, orderly and in reasonable and acceptable condition. Tenant accepts the Premises AS-IS, and with all faults.

8. Use; Compliance with Laws. Tenant may use the Premises exclusively for conducting vehicle and trailer storage and for such other lawful purposes as are incidental to that use and the Tenant's business purposes incidental to and related to the same and so as not to render the insurance on the Premises void or the insurance risk more hazardous. Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for Tenant's use of the Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant shall comply with and require its employees and agents to comply with all federal, state and local laws and ordinances, regulations, and directions relating to any service or activity performed on behalf of Tenant. To the extent authorized by law Tenant shall hold Landlord harmless from any and

all claims, losses, liability, or damages, including Landlord's reasonable attorneys' fees, based on any breach or violation of such laws by Tenant.

9. Maintenance and Repair.

a. Tenant's Responsibilities. Tenant shall, at Tenant's sole cost and expense, maintain the Premises and its fixtures in good repair and suffer no waste, and shall be responsible for all repairs and maintenance not reserved to Landlord, below. Without limiting the foregoing, Tenant shall be responsible for windows, glass and plate glass, doors, interior and exterior walls and finish work, floors, floor coverings and electrical fixtures and light bulbs, paved areas including but not limited to snow removal, grounds care, trash removal, and weed control. Tenant shall at Tenant's sole cost install a security system and cameras as well as a chain link fence with an access gate. Upon the expiration of this Lease, Tenant shall surrender the Premises with the added fencing and gate to Landlord in good condition, broom clean, ordinary wear and tear excepted.

b. Landlord's Responsibilities. Landlord shall be responsible for all structural repairs to the buildings located on the Premises. In addition, Landlord shall be responsible for the roof, heating and air conditioning systems, plumbing work and fixtures.

10. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. Any alterations, additions or improvements approved by Landlord shall be completed by licensed contractors, and shall comply with all applicable governmental laws, ordinances, regulations and other requirements. Tenant may, however, take such measures as are reasonably necessary to secure the North side of the main door between the middle unit and North unit so long as the door remains intact. At the termination of this Lease, any alterations, additions or improvements shall be delivered to Landlord with the Premises, except that Tenant shall, if Landlord so demands in writing at least thirty (30) days prior to the termination of the Lease, remove all alterations, additions and improvements erected by Tenant and restore the Premises to its original condition, at Tenant's sole cost and expense. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the building and other improvements situated on the Premises.

11. Mechanic's Lien. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Premises, or to charge the rentals payable under this Lease for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant shall pay all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally

asserted against the Premises. Tenant will indemnify and hold Landlord harmless from any and all loss, cost or expense, including reasonable attorneys' fees, based on or arising out of asserted claims or liens against the Premises.

12. Signs. Tenant shall have the right to install signs upon the Premises subject to any applicable governmental laws, ordinances, and regulations or other requirements and subject to Landlord's consent, which consent shall not be unreasonably withheld. Tenant shall remove all such signs at the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the buildings and other improvements.

13. Inspection. Upon providing twenty-four (24) hour advance notice to Tenant, Landlord and Landlord's agents shall have the right to enter the Premises between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are a part as Landlord may deem necessary or desirable. Nothing herein shall preclude the Landlord from entering the Premises in the case of an emergency.

14. Insurance.

a. Landlord's Insurance. Landlord shall maintain standard fire and extended coverage insurance covering the building on the Premises in an amount determined by Landlord.

b. Tenant's Insurance. Tenant shall, at its sole cost and expense, maintain the following policies of insurance:

i. Commercial general liability insurance, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises, with a per occurrence limit of One Million Dollars (\$1,000,000.00) and a general aggregate of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage on an occurrence basis, and naming Landlord as loss payee;

ii. Workers' compensation in an amount required by law; and

iii. Insurance for any of Tenant's vehicle(s), trailer(s) and/or other personalty used or stored upon the Premises, as Landlord shall have no liability for damage to Tenant's personal property.

c. General Provisions Relating to Tenant's Insurance. Tenant shall name Landlord as an additional insured on all such policies. All policies of insurance obtained

by Tenant shall be written by insurance companies admitted to engage in the business of insurance in Colorado. Each policy shall provide that it may not be canceled, non-renewed, or materially modified without thirty (30) days' prior written notice from the insurance carrier to Landlord. Tenant shall immediately notify Landlord in writing if any aggregate limit is reduced below seventy-five percent (75%) of the limit required by this Paragraph because of losses paid. If the forms of policies, endorsements, certificates, or evidence of insurance required by this Paragraph are superseded or discontinued, Landlord may require, and Tenant shall provide, equivalent forms.

d. Evidence of Coverage. Tenant shall furnish evidence of the insurance coverage required to be maintained by Tenant under this Paragraph, represented by certificates of insurance issued by the insurance carrier, along with copies of all endorsements required by this Paragraph, within thirty (30) days after the commencement of the Term. The certificates will state the amounts of all deductibles and self-insured retentions and that Landlord will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. If requested in writing by Landlord, Tenant will provide to Landlord a certified copy of any or all insurance policies or endorsements required by this Paragraph.

e. Waiver of Subrogation. Tenant and Landlord each waives any and all rights of recovery against the other, or against the trustees, officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Nothing contained in this Paragraph shall relieve Landlord or Tenant of their other obligations described elsewhere in this Lease.

f. Hold Harmless. Landlord shall not be liable for any personal injury or damage or loss caused by the negligence or misconduct of Tenant, to any person or any property, including Tenant. To the extent authorized by law Tenant shall indemnify, defend and hold Landlord harmless from any and all uninsured claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend, and hold Landlord harmless from and against any and all uninsured claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees, or invitees and from any and all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such uninsured claim or any action or proceeding brought thereon.

15. Damage or Destruction of Premises. If at any time during the Term, the Premises are totally destroyed from any cause, whether or not covered by insurance, this Lease shall terminate as of the date of such total destruction. If the Premises are partially destroyed during the term of this Lease, Landlord may elect to repair the damage and keep the Lease in effect, by providing Tenant written notice within thirty (30) days of the date of such partial destruction. If Landlord fails to so elect, then this Lease shall terminate as of the date of such partial destruction. Repairs under this Paragraph shall be at Landlord's expense and shall be made as soon as practicable after the partial destruction. Landlord shall not repair damage to Tenant's fixtures, equipment, or improvements. During periods of repair due to partial destruction, Rent shall be abated in proportion to the degree to which Tenant's reasonable use of the Premises is impaired. If Landlord elects to repair any partial destruction and does not commence such repair within forty-five (45) days after the date of the partial destruction, then Tenant may elect to terminate this Lease by providing written notice to Landlord any time prior to Landlord's commencement of the repairs, and the Lease shall terminate as of the date of the notice. Except for abatement of rent, if any, and the right to terminate as provided above, Tenant shall have no claim against Landlord for loss or damage suffered by reason of the destruction or repair.

16. Fiscal Funding. In accordance with Article X, Section 20(4)(b) of the Colorado Constitution, this Agreement shall neither create nor be construed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties recognize that this Agreement is dependent upon the continuing availability and appropriation of funds beyond the term of Tenant's current fiscal period ending upon the next succeeding January 1, and that financial obligations of the Tenant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. Notwithstanding any other provision of this Agreement, the Tenant and Landlord understand and agree that Tenant may terminate this Agreement at or before the end of any Tenant's fiscal year upon thirty (30) days' prior written notice to Landlord with or without cause and without any liability, penalty or other obligation, except that Tenant shall, in any event, be obligated to pay compensation as provided in Paragraph 3 above, apportioned to the date of termination.

17. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold by Landlord under the threat of the exercise of the power of eminent domain (collectively, condemnation), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If more than fifteen percent (15%) of the floor area of the Premises, or more than fifteen percent (15%) of the land area of the Premises not covered with buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession, by notice in writing of such election within thirty (30) days after the condemning authority takes possession. If this Lease is not terminated by either Landlord or Tenant, then it shall remain in full force and effect as to the portion of the Premises remaining, provided the rental shall be reduced in proportion to the floor area of the Premises as it bears to the total

floor area of the building of which the Premises are a part. All awards for the taking of any part of the Premises or any payment made under the threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages. Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property and such other awards which Tenant may seek independently from such condemning authority under the law in existence at such time, except for any such awards specifically designated as being the property of the Landlord, above.

18. Holding Over. If Tenant holds over after the termination of this Lease, then the tenancy shall be deemed month-to-month, and rent shall be one hundred twenty percent (120%) of the rent for the last month of the Lease term.

19. Events of Default. The following events shall be deemed defaults by Tenant:

a. Tenant fails to pay any installment of Rent within five (5) days of the date it is due.

b. Tenant fails to pay any other payment required to be made by Tenant under this Lease within ten (10) days of the date it is due.

c. (i) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

d. Tenant abandons or vacates the Premises.

e. Tenant fails to comply with any term, provision or covenant of this Lease not provided above, and does not cure the failure within thirty (30) days after written notice by Landlord to Tenant.

20. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand:

a. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent,

enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises, by reasonable force if necessary, without being liable for prosecution or any claim of damages. Tenant agrees to pay Landlord on demand the amount of all losses and damages which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise. Termination of this Lease shall not relieve or release Tenant from liability for unaccrued monthly installments of rent due for the remainder of the lease term, and Tenant shall continue to be liable for such unaccrued rent.

b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due.

c. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Colorado.

Landlord's pursuit of any of the remedies provided in this Lease shall not preclude pursuit of any other legal remedies provided by this Lease or by applicable law. Nor shall pursuit of any remedy set forth in this Lease constitute a forfeiture or waiver of any obligation of Tenant under this Lease or of any damages occurring to Landlord by reason of the default. Landlord's acceptance of the payment of rental or other payments from Tenant after the occurrence of an Event of Default shall not be construed as a waiver of any such default unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies contained in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

21. Landlord's Defaults. In the event Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall so notify Landlord in writing. If Landlord shall fail to cure such default within thirty (30) days after receipt of the notice, or if the default is of a character as to require more than thirty (30) days to cure, and Landlord shall fail to commence to cure within thirty (30) days after receipt of the notice and diligently proceed to cure, then, Tenant may, in addition to all rights and remedies under applicable law: (a) remedy the default and deduct the costs incurred by Tenant in effecting the remedy from any amount owed by Tenant to Landlord under this Lease; (b) pursue equitable relief including specific performance or injunctive relief or both; (c) seek money damages arising from the default; or (d) terminate this Lease.

22. Hazardous Materials. Tenant shall not use, store, generate, treat, transport or dispose of any hazardous substances on the Premises except for the use and storage of materials customarily used in Tenant's business, and as may be otherwise permitted in writing by Landlord. The term hazardous substances shall mean any substance defined, regulated or banned by any federal, state or local laws or regulations which might result in liabilities or



responsibilities under CERCLA, RCRA, the Clean Water Act, the Federal Water Pollution Control Act, or any other federal or state environmental protection statutes, laws or regulations. Tenant's use and storage of materials customarily used in Tenant's business shall be in conformance with all manufacturer's instructions and all applicable federal, state and local laws and regulations. Tenant shall not dispose of such materials on the Premises. Tenant shall be responsible for the proper disposal of all waste material including, but not limited to, any hazardous materials on the Premises used by or created as a by-product of Tenant's activities on the Premises. Tenant shall promptly clean up any releases or spills of hazardous or toxic materials in accordance with all laws, rules and regulations including, but not limited to, CERCLA, RCRA, or other federal, state or county laws wherever located, and to return the Premises to its condition prior to such release or spill, and on termination of the Lease, to remove any and all hazardous and toxic materials from the Premises, and to fully indemnify Landlord and its members for any fines, penalties, costs or expenses incurred by Landlord as a result of any release or spill of hazardous and toxic materials by Tenant, wherever located, or any hazardous or toxic materials left on the Premises by Tenant at termination of the Lease.

23. ADA Compliance. Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the ADA) to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions, or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

24. Quiet Enjoyment. Landlord covenants that Landlord now has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, deed(s) of trust and/or mortgages as permitted by the terms of this Lease, zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises, and easements, restrictions, and other conditions of record. Landlord represents and warrants that Landlord has full right and authority to enter into this Lease and that Tenant, upon paying the Rent and performing the other covenants under this Lease, shall

peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

25. Assignment; Subordination.

a. Assignments by Tenant. Tenant shall not, without Landlord's consent, assign, sublet, encumber, or otherwise transfer its interest in the Premises. Any attempted assignment, transfer, mortgage, encumbrance or subletting without Landlord's consent shall be void and shall constitute a breach of the Lease. Regardless of Landlord's consent, no subletting or assignment shall release Tenant from Tenant's obligation to pay Rent or to perform all other obligations of Tenant under the Lease. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease; and consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against the assignee or successor.

b. Assignments by Landlord. Landlord may assign this Lease without prior notice to or consent of Tenant. In the event Landlord sells or otherwise transfers the Premises or any interest in the Premises, such sale or transfer shall relieve Landlord from liability under this Lease with respect to the sold or transferred interest. Provided, however, that if Landlord sells or otherwise transfers the full interest in the Premises, Landlord shall deliver any funds in its possession in which Tenant has an interest to the assignee. Landlord may assign this Lease to any mortgagee or encumbrancee of the Premises, as security. In that event, this Lease and Tenant's rights under this Lease shall be subordinate to any ground lease, mortgage, deed of trust, or encumbrance resulting from any other method of financing or refinancing, now or hereafter in force against the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

26. Notices. Any notices required to be given under this Lease shall be given and made at the address of the Parties indicated below or such other address as a party may provide to the other party by notice. Notices shall be deemed to have been given if mailed in the United States mail, certified mail, return receipt requested, with all postage prepaid, and shall be deemed to have been given on the date the same is deposited in the United States mail.

27. Time of Essence. Time is of the essence.

28. Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any

other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the Rent so accepted, regardless of Landlord's knowledge of any preceding breach at the time of acceptance of the Rent.

29. Recording. Tenant shall not record this Lease. Any such recordation shall constitute a breach under this Lease. Landlord may, however, request that Tenant execute, acknowledge, and deliver to it a short form memorandum of this Lease for recording purposes.

30. Attorney's Fees. If either Landlord or Tenant institutes an action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the nonprevailing party in such action shall reimburse the prevailing party for the reasonable expenses of attorney's fees and all costs and disbursements incurred therein by the prevailing party including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. The prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

31. Corporate and Other Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, that, if Tenant is an entity, that Tenant is duly formed and currently in good standing, and that this Lease is binding upon Tenant in accordance with its terms. Landlord may, from time to time, request Tenant to execute affidavits or secretary's certificates to affect the purpose of this Paragraph.

32. Brokers. Landlord shall be responsible for any broker commissions.

33. Binding Effect. Subject to any provisions restricting assignment or subletting by Tenant, this Lease shall apply to, inure to the benefit of, and be binding upon the Parties and their respective heirs, devisees, legal representatives, successors and assigns. Provided, however, that the obligations of Landlord shall be binding on Landlord's heirs, devisees, legal representatives, successors and assigns, only for their respective periods of ownership.

34. Entire Agreement. This Lease contains the entire agreement of the Parties. It may not be altered or amended except by a written instrument signed by all Parties.

35. Severability. The invalidity or unenforceability of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect or impair the validity of any other provision.

36. Miscellaneous. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context otherwise requires.

37. Choice of Law. This Lease shall be governed by and construed under the laws of the State of Colorado. The Parties consent to jurisdiction in Colorado and to exclusive venue in Mesa County, Colorado.

38. Execution in Counterparts. This Lease may be signed in counterparts.

The foregoing Lease is signed to be effective as of December 15, 2022. .

LANDLORD:

WPW HOLDINGS, LLC

a Colorado limited liability company

By: Warren P. Walcher II

Print Name: Warren P. Walcher

Title: President

Date: 12/16/2022

TENANT:

THE CITY OF GRAND JUNCTION

By: Greg Caton

Print Name: Greg Caton

Title: City Manager

Date: 12/15/2022

Exhibit A

