

### COMMERCIAL LEASE AGREEMENT

This Lease Agreement (hereinafter "Lease") is entered into and made effective as of the date set forth at the end of this document by and be between **EBRV PROPERTIES, LLC**, (hereinafter referred to as "Landlord"), and **WyHOMEing Apparel LLC dba The Paint Post** (hereinafter referred to as "Tenant"). The parties agree to the following:

I. **PREMISES.** Landlord, in consideration of the lease payments described by this Lease, leases to Tenant the property (hereinafter referred to as the "Premises") which is described as follows:

Approximately 2500 Square feet of retail commercial space located on the ground level of 45 N. Main Street.

The Premises is located at the following address:

45 N. Main Street, Sheridan, WY 82801

II. **SPACE RENTED AND USE.** The space described equals approximately twenty-five hundred (2,500) square feet and shall be used solely by Tenant for commercial purposes.

III. **TERM.** The primary term of this Lease will begin on February 1, 2020 at 12:01 A.M. and shall continue until its natural termination under this part on the date of January 31, 2021 at 11:59 P.M.

IV. **LEASE PAYMENTS.** Tenant shall pay to Landlord Monthly installments of Two Thousand Dollars (\$2,000.00) for each month Tenant occupies and uses the Premises under this Lease.

The rent shall be payable and due by the 1st (first) of each month. Lease payments shall be made to the Landlord at the following address:

First Federal Bank and Trust  
Account: 0192029517  
Account Name: EBRV Properties, LLC.

The payment address may be changed at the discretion of the Landlord and the Tenant will be informed of such change in writing.

The first full rent payment under this Lease shall be due by January 31, 2020 No holidays, special events, or weekends shall excuse Tenant's obligation to pay timely rent as described by this Lease agreement.

If rent is not paid by the fifth (5<sup>th</sup>) day of the month, then Tenant shall be responsible for paying Landlord a late fee of \$200.00, which shall represent liquidated damages for the interest and administrative costs incurred by Landlord as a result of late payment.

V. SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord a security deposit of Two Thousand Dollars (\$2,000.00) as security for Tenant's faithful performance of Tenant's obligations under this Lease. The Security Deposit is not an advance for the payment of rent and may not be used by Tenant to pay rent or other charges while Tenant occupies the Premises. However, upon termination of this Lease, Landlord may at its option use, apply or retain all or any portion of the Security Deposit (i) to remedy Tenant's defaults in the payment of Rent, utilities, or any other sums payable by Tenant pursuant to the terms hereof, (ii) to repair any damage to the Premises, (iii) to clean and otherwise maintain the Premises, or (iv) to compensate Landlord for any other loss or damage which Landlord may suffer as a result of Tenant's default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations under this Lease, the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant on or before forty five (45) days after the later of the expiration of this lease or the date Tenant vacates the Premises or within forty five (45) days after all repairs, cleaning, or other costs incurred by Landlord as a result of Tenant's default under this Lease have been completed, whichever is later.

In case of sale of the Premises or assignment of the Lease by Landlord, Tenant's security deposit shall be transferred to the new owner or assignee and Landlord shall be released from liability to Tenant for return of the security deposit.

VI. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless both parties agree in writing to otherwise. At the end of the Lease term, Tenant shall remove all goods and effects and peaceably return the Premises in as good a condition as when first delivered to Tenant, excepted ordinary wear and tear that occurred during Tenant's possession of the property.

- a) Tenant acknowledges that Landlord intend to remodel a portion of the building directly above Tenants rented premise. Tenant is entitled to quiet enjoyment of the lease premise even during remodeling and renovation of any other portion of the building owned by the Landlord. Remodeling and renovation shall be in a manner which shall not unreasonably interfere with Tenant's business.

VII. EXCLUSIVITY. Landlord shall not directly or indirectly, through any agent, employee, or other representative, lease any space within the property (except the Premises described by this Lease), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity without an express agreement in

writing signed by both Parties. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

VIII. **INSURANCE.** Tenant shall maintain and keep in full force and effect a policy or policies for public liability and property damage insurance with respect to the Premises and the business operated therein, in which the limit of coverage shall not be less than \$1,000,000.00 per person or occurrence. The limits of insurance shall not, however, in any way limit the liability of Tenant under this Lease. Each policy shall name Landlord as an additional party insured and shall contain a clause providing that the insurer will not cancel or change insurance coverage without giving notice to Landlord. The insurance shall be with an insurance company or companies acceptable to Landlord and a copy of the Certificate of Insurance for each policy shall be delivered to Landlord within thirty (30) days of commencement of the Lease. Tenant shall be responsible for carrying any flood, fire, extended coverage, or any other insurance to cover the Tenant's property of whatever kind on the Premises. Tenant specifically waives and releases any right of subrogation that may exist to any other person or entity for damage to Tenant's personal property, business, or profession, or other business interests.

IX. **RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 1 year, unless either party gives written notice of termination no later than 60 days prior to the end of either the initial lease term or the renewal term. The Lease terms during any such renewal term shall be the same as those contained in this Lease.

X. **MAINTENANCE.** Tenant shall be responsible for maintaining the Premises in good repair and condition at all times during the term of this lease. Tenant shall be responsible for routine and ordinary maintenance and repairs of the Premises, including, without limitation, replacement of light bulbs, HVAC filters and cleaning, clogged plumbing, and other such routine maintenance to avoid deterioration of the Premises and its systems through preventative and corrective measures. Tenant shall also be responsible for repairs to a damaged portion of the Premises or any of its systems that results from the action of Tenant or Tenant's invitees, customers, agents, or representatives. Landlord shall be responsible for major repairs to the Premises, which includes repair or replacement of a structural element, roof, or mechanical, electrical, or plumbing system on the Premises that is worn out, fails, or otherwise requires repair or replacement as a result of ordinary use and reasonable wear and tear. Tenant shall be responsible for immediately reporting any issues that require repair by Landlord. Tenant shall be responsible for the cost of any repair, or portion thereof, that is the result of the action or inaction of Tenant or Tenant's invitees, customers, agents, or representatives, including, without limitation, any added expense that results from the failure to timely report issues requiring repair or failure to carry out routine maintenance on the Premises or any of its systems.

Tenant shall be responsible for immediately removing all snow from the sidewalks, driveways, and walkways in front of and in back of the building after any fall of snow in compliance with City of Sheridan Ordinance 23-4 and any ordinance subsequently adopted during the term of this Lease. Tenant shall not remove snow in a manner that causes snow to be pushed up against the building or pushed into the street. Any leaking into the basement caused by snow being pushed up against the building by Tenant or Tenant's employees or agents shall be the responsibility of Tenant.

**XI. UTILITIES.** Tenant shall be responsible for paying for and maintaining provision of all utilities under this Lease.

**XII. TAXES.** Taxes related to the Premises or its use shall be allocated in the following way:

**Real Estate Taxes** - Landlord shall pay all real estate taxes and assessments for the Premises.

**Personal Property/Ad Valorum Taxes** - Tenant shall pay all personal property taxes or ad valorum taxes (other than on the real property) on all property of Tenant kept on the Premises.

**XIII. DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to the extent that such resulting damage prevents the Tenant's continued use of the Premises in a normal manner as intended, and if the damage is reasonably repairable within sixty days after the occurrence of the incident which caused the damage, and if the cost of repair is less than 50% of the value of the property itself, Landlord shall repair the Premises and a reasonable and just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have remained unusable. However, if the damage is not repairable within sixty days, or if the cost of repairs is greater than 50% of the value of the property, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control given their reasonable level of effort, or if the property is condemned, this Lease shall terminate upon twenty days notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. Tenant shall give Landlord timely notice of any damage to the Premises.

**XIV. OBLIGATIONS OF TENANT**

Tenant hereby acknowledges and agrees to the following obligations:

- a) Comply with all obligations imposed upon tenant by applicable provisions of building, housing, and health codes;
- b) Keep that part of the Property which he or she occupies and uses clean and sanitary;
- c) Remove from the Tenant's dwelling unit all garbage in a clean and sanitary manner;
- d) Keep all plumbing fixtures in the dwelling unit or used by the Tenant clean and sanitary and in repair;
- e) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances;
- f) Not destroy, deface, damage, impair, or remove any part of the Property or property therein belonging to the Landlord nor permit any person to do so;
- g) Conduct himself or herself, and require other persons on the Property with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the Tenant's neighbors or

constitute a breach of the peace.

h) Not smoke or vape on premises, in stairwells, or 15 feet from exits.

i) Keep exterior doors locked when not in business use.

Tenant agrees that any violation of this section shall be considered a breach of this Lease.

**XV. DEFAULT AND REMEDIES.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which the Tenant is bound in this Lease. Except in the case of non-payment of rent, in the event Tenant fails to cure the default within thirty (30) days of receiving written notice of the conditions that have given rise to the default, Landlord may:

1. Terminate this Lease, without further notice, and initiate a forcible entry and detainer proceedings against Tenant, and recover from Tenant all damages incurred by Landlord.
2. Seek specific performance of any provision of this Lease giving rise to default, and, in addition, recover all damages incurred by Landlord.
3. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from the Security Deposit.
4. Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate Landlord for Tenant's default.

In the event of termination of this Lease due to default by Tenant, Tenant shall not be excused from liability to pay the full balance of rent due under the term of this Lease. In the event of termination of this Lease due to non-payment of rent by Tenant, then Landlord may proceed with termination of this lease and pursue a forcible entry and detainer action against Tenant, without notice, if rent is not paid by the 15<sup>th</sup> day of the month in which it is due.

**XVI. INTEREST.** If rent, or any other amount due under this Lease, is more than thirty (30) days past due, whether not this Lease is terminated, such amounts due shall accrue interest at a rate of eighteen percent (18%) per annum until paid in full.

**XVII. WARRANTIES. LANDLORD MAKES NO IMPLIED OR EXPRESS WARRANTIES TO TENANT THAT THE PREMISES IS SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES.** In signing this Lease, Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended commercial use. Landlord further covenants that Tenant shall have quiet enjoyment and use of the property consistent with commercial use, but makes no warranties of quiet enjoyment and use to Tenant with respect to the actions of any third parties or for residential purposes.

**XVIII. EMINENT DOMAIN.** The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have the right to claim:

-- Value of the Lease Agreement

-- Loss of Business Revenue

-- Moving and Relocation Expenses

**XIX. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this lease (hereinafter referred to as the "Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% (one hundred and fifty percent) of the normal payment rate from the last rent period under this Lease, prorated based on the actual number of holdover days.

**XX. CUMULATIVE RIGHTS.** The rights of the Parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by state law.

**XX. LANDLORD ACCESS TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, lessors, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in case of an emergency, Landlord may enter the Premises without Tenant's prior consent. During the last three months of this Lease, or any extended period of this Lease, Landlord shall be allowed access to the Premises to display "To Let" signs and show the Premises to prospective future tenants. In addition, Landlord shall be entitled to conduct desired repairs, improvements, or maintenance on the exterior of the Premises or any other portion of the building where the Premises is located, which may necessitate temporary alternative access through the front or back of the building for Tenant or Tenant's guests, invitees, or customers or may require access to the Premises in order to conduct such work. Landlord shall provide reasonable notice of such work to Tenant, except in cases of emergencies. Landlord shall not be liable for the inconvenience, annoyance, disturbance, loss of business or other damage of Tenant by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies or equipment into or through the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby, provided such repairs do not necessitate the closure of Tenant's business during normal business hours.

**XXI. TENANT'S BUSINESS.** In addition to any other obligation of Tenant hereunder, including any obligation of Tenant to provide insurance, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant or Tenant's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause whatsoever, resulting from conditions arising upon the Premises, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Instead, Tenant shall seek recovery for any such injury, loss or damage solely from any insurance carried by Tenant and/or from any other persons or entities which may be liable to Tenant for such injury, loss or damage.

**XXII. INDEMNITY.** In addition to any other obligations of Tenant hereunder, including the obligations of Tenant to provide insurance, Tenant shall indemnify and hold Landlord harmless

for, from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold Landlord harmless for, from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and for, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord; provided, however, the foregoing indemnity shall not apply to claims made as a result of the sole negligence or intentional misconduct of Landlord. Tenant, as a material part of the consideration to Landlord for Landlord's execution of this Lease, also hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause whatsoever; hereby waives all claims in respect thereof against Landlord; and agrees that all claims with respect thereto shall be made solely against any insurance carried by Tenant and/or against any other persons or entities which may be liable for such claims.

XIII. ATTORNEY'S FEES. In the event Landlord commences an action, whether or not a formal legal action is initiated, to enforce any provision of this Lease against Tenant, then Landlord shall be entitled to recover all costs of such action, including reasonable attorney's fees.

XIV. DANGEROUS AND HAZARDOUS MATERIALS. Tenant shall not keep or have on Premises any article or thing of a dangerous, flammable, or explosive nature that might substantially and unreasonably increase the danger of fire or explosion on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

XV. COMPLIANCE WITH REGULATIONS. Tenant shall promptly and dutifully comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior or structure of the building

XVI. REMODELING AND STRUCTURAL ALTERATIONS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises for Tenant's business as specified above. Tenant may also construct or install such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Landlord shall have the option to accept any improvements made to the Premises by Tenant during the term of the Lease or require that all or a portion of the Premises be restored to the same condition as at the commencement of this Lease. If Tenant installs any trade fixtures on the Premises during the term of this Lease, Tenant shall be entitled to remove such trade fixtures, provided the portion of the Premises where such fixtures were installed is restored and, if applicable, any fixtures removed by Tenant during the lease are replaced with the same or

similar fixtures as existed at the commencement of this Lease. As used in this section, "trade fixture" shall include personal or physical property used for Tenant's business that is physically attached to any part of the Premises, such as equipment, shelving, displays, or trade items.

**XVII. AMERICANS WITH DISABILITIES ACT COMPLIANCE.** As dictated by the Americans with Disabilities Act (ADA), all businesses that are open to the public or employ fifteen or more people require that the premises be accessible to individuals with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Tenant.

**XVIII. SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by the Landlord, with respect to the Premises.

**XXX. SUBLETTING AND ASSIGNMENTS.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage, or pledge this Lease, without the prior express written consent of the Landlord, which shall not be unreasonably withheld.

a. Provided, however, that the Tenant may, with written Landlord approval, rent portions of the premise to artists, suppliers, dealers, and other related commercial enterprises. The rental agreement shall be in writing, may not exceed the term of this agreement and shall not bind the Landlord to any additional responsibility or obligations which is not found in this Lease. Further, all conditions, terms, responsibilities or obligations of this Lease shall remain solely the responsibility of the Tenant. Tenant shall be fully and completely responsible and liable for any and all actions of any renter. The written rental agreement shall include provisions which shall require the automatic termination of the rental agreement should Tenant's Lease be terminated. The rental agreement shall require the renter to indemnify the Landlord from any action of the renter or renters' guest, customer or invitee.

**XXXI. DISPUTE RESOLUTION.** Except in cases of non-payment of rent, if a dispute arises between Landlord and Tenant during the term of this Lease, either party shall be entitled to request informal mediation provided the request is made in a timely manner as set forth below:

-- Either party may request mediation and the requesting party shall name three (3) qualified individuals who are willing to serve as mediator. The other party shall select one person from the list to serve as mediator within five (5) business days of receiving the list. If a mediator is not selected by the other party, then the party requesting mediation shall select a mediator.

-- The mediator's fee shall be shared equally by the parties and each party shall pre-pay the mediator's estimated fee.

-- The parties shall engage in mediation with the mediator within thirty (30) days of selection of a mediator and shall not bring any legal action to enforce this lease until this period has passed.

-- The parties will work in good faith to resolve any dispute through mediation.



-- The parties may mutually agree to forego mediation in writing, if they agree that mediation will not be practical or effective.

-- If a party requests mediation following a notice of default, other than for non-payment of rent, as provided in Section XIV above, then the party requesting mediation must do so within ten (10) days after the notice of default required in Section XIV is sent. If either party fails to request mediation in the time required, then the parties are deemed to have waived the right to request mediation.

XXXII. EARLY TERMINATION. The tenant does not have the option to terminate the lease prior to the natural end of the Lease term.

XXXIII. NOTICES. Notices under this lease shall not be deemed valid unless given or served in writing and sent by mail, prepaid postage, addressed as the following:

LANDLORD:

30 N. Gould Street, Ste. 2040  
Sheridan, WY 82801

TENANT:

45 N. Main Street  
Sheridan, WY 82801

Such addresses may be changed by either party at any time by providing written notice to the other party as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

XXXIV. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Wyoming.

XXXV. ENTIRE AGREEMENT. This Lease Agreement contains the entirety of the agreement between the parties and there are no other promises, conditions, understandings, or other agreements, written or oral, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by all parties to this Lease.

XXXVI. SEVERABILITY. If any part of sub-part of this agreement is deemed invalid by court order, judgment or other operation of law, the remaining parts and sub-parts of this agreement shall remain valid and enforceable to the fullest extent.

XXXVII. HEIRS AND ASSIGNS. Tenant may not transfer or assign this Lease or any portion of this Lease to a third party. Notwithstanding the foregoing, all covenants of this Lease shall succeed to and be binding upon any heirs, executors, administrators, successors, and assigns of the parties.

XXXVIII. NO WAIVER. If Landlord fails to enforce strict performance of any part or sub-part

of this Lease, this shall not be construed as a waiver of Landlord's right to enforce the same part or sub- part later in time or to enforce any other part or sub-part.

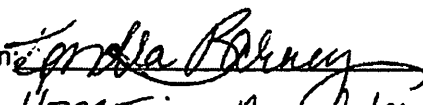
XXXIX. BINDING. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SIGNATURES:

LANDLORD:

Sign:  Date: 1/8/2020  
EBRV Properties, LLC, By: Elizabeth Versteegh Title: Managing Member

TENANT:

Sign:  Date: 1/7/2020  
WyHOMEing Apparel dba The Paint Post Title: owner  
WyHOMEing Apparel LLC dba The Paint Post by Kendra Barney