

11/11/11

LEASE AGREEMENT

This Lease is entered into this 22 day of Nov, 2011, between Sam Street and Connie G. Street ("Landlord"), and Wayne Gable and Pam Gable, ("Tenant").

1. PREMISES

In consideration of the rents, covenants, and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space comprising a part of the main floor of the old New York Store building, located at 35 North Main Street in Sheridan, Wyoming and illustrated on the sketch attached hereto as Exhibit "A".

2. TERM

2.1 Length of Term: The term of this Lease shall be for a period of Twenty Four (24) consecutive full months beginning with the commencement date as set forth below.

2.2 Commencement Date and Obligation to Pay Rent: The commencement date for this Lease Agreement and Tenant's obligation to pay rent hereunder shall commence on December 1, 2011.

3. SECURITY DEPOSIT

NOT APPLICABLE

4. MONTHLY GUARANTEED RENT

4.1 Rent

On signing this lease Tenant agrees to pay Landlord as rent for the period December 1, 2011 through March 31, 2012, the sum of Two Thousand Dollars (\$2000.00). Thereafter, Tenant agrees to pay Landlord as rent at such place as Landlord may designate, without prior demand therefore and without any deduction or setoff whatsoever, the sum of Two thousand Dollars (\$2000.00) each calendar month, in advance, on the first day of the month.

4.2 CPI Adjustment

NOT APPLICABLE

5. LANDLORD'S AND TENANT'S WORK

Tenant's work is described on Exhibit "B". All work to be performed by Tenant shall be constructed by tenant in a good workmanlike manner and free of any liens for labor and materials. There is no Landlord's work to be done.

6. MAINTENANCE

6.1 Maintenance and Repairs

(a) Repairs by Landlord. Landlord shall keep in good order, condition and repair the foundations, exterior walls (excluding the interior surface of exterior walls and excluding all windows, doors, plate glass and showcases), downspouts, gutters and roof of the Premises, and as necessary, make modifications or replacements thereof, except that Tenant shall make all such repairs, modifications or replacements which become necessary or desirable by reason of Tenant's use of the property or the negligence of Tenant, its customers, invitees or employees, unless and to the extent the damage or loss resulting is covered under the policy of insurance of the Landlord and such loss or damage is paid to or on behalf of Landlord, pursuant to such insurance policy. Landlord shall have no obligation to repairs until a reasonable time after the receipt by Landlord of written notice of the need for repairs. Tenant waives the provisions of any law permitting Tenant to make repairs at Landlord's expense.

(b) Repairs by Tenant. Tenant shall decorate, maintain and keep in good order, conditions and repair the interior of the Premises, including all heating and electrical equipment, air conditioning equipment, plumbing (including any plumbing repairs required to other portions of the building caused by Tenant) and sprinkler systems installed therein, and the improvements and equipment installed by Tenant in the Premises, and shall replace all broken glass, including exterior show windows, with glass of the same or similar quality. Tenant shall make all other repairs, whether of a like or different nature, except those which Landlord is specifically obligated to make under the provisions of Section 6.1

(a) above, and except that Tenant shall not be obligated to make structural repairs to the Premises.

(b) Repairs Mandated by Governmental Authority. This lease may be terminated on 24 hours notice by either party should repairs or modifications to the Premises or the building, which delay or prohibit occupancy, be mandated by governmental authority

(c) Tenant's Failure to Maintain. In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then the Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at ten percent (10%) per annum from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(d) Condition Upon Expiration of Term. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received and as improved in accordance with Tenants repairs shown on Exhibit "B", ordinary wear and tear and damage by fire, earthquake, act of God or the elements along excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises and the building any signs, notices and displays placed by Tenant. Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, signs, furniture, movable partitions or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation any claims made by any succeeding tenant founded on such delay.

6.2 Alterations

(a) Tenant shall not make any alterations or additions to the Premises nor make any contract therefore without first procuring Landlord's

written consent. Landlord has consented to the alterations and additions set forth in Exhibit "B". All alterations, additions, and improvements made by Tenant to or upon the Premises, except, signs, electrical equipment, cases, counters or other removable trade fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become property of Landlord; provided, however, if prior to termination of this lease, or within fifteen (15) days thereafter, Landlord so directs by written notice to Tenant, Tenant shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises by Tenant and which are designated in said notice and shall repair any damage occasioned by such removal and in default thereof Landlord may effect said removal and repairs at Tenant's expense.

(b) All work with respect to any alterations, additions, and changes must be done in a good workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work.

(c) Any such changes, alterations and improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto.

(d) Before commencing any such work or construction in or about the Premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems necessary to protect the Premises and Landlord from mechanics' liens, materialmen's liens, or any other liens.

7. MECHANIC'S LIEN

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

8. UTILITIES

Tenant shall be solely responsible for and shall promptly pay, from the date of signing this Lease Agreement through the term hereof, Landlord for all charges for use of consumption for heat, gas, electricity or any other utility services, ~~except~~ sewer and water,

for the entire building located at 35 North Main Street. Sewer and water charges in any month or part of a month when Landlord is in residence will be equally split, and when Landlord is not in residence, these charges also will be paid by Tenant. The utility bills will be received (and will remain in Landlord's name) by Landlord and copies forthwith delivered to Tenant. *ccp*

9. INDEMNITY

Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act of omission or negligence of Tenant or any subsequent concessionaire or licensee of Tenant, or their respective employees, agents, or contractors in, upon, at or from its or their employees, agents, or contractors in, upon, at or from its or their negligence. Landlord shall not be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the building, nor shall Landlord be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through, or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing up of water, steam, gas, sewage, snow, or ice in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of any buildings or improvements in the building, including the Premises.

10. INSURANCE

10.1 Subrogation

Each party hereto waives its right of subrogation against the other for any reason whatsoever, and any insurance policies herein required to be procured by either shall contain an express waiver of any right of subrogation by the insurer against the other.

11. EVENTS OF DEFAULT, REMEDIES

11.1 Default by Tenant.

Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in this Lease.

(a) Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

(b) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord.

11.2 Remedies.

Upon the occurrence of the events set forth in Section 11.1, Landlord shall have the option to take any or all of the following action, without further notice of demand of any kind to Tenant or any other person.

(a) Immediately re-enter and remove all persons and property from the premises. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

(b) Collect, by suit or otherwise, each installment of rent or other sum as it becomes due hereunder; or enforce, by suit or otherwise, any other term or provision Tenant is required to keep or perform.

(c) Terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach.

(d) Should Landlord re-enter as provided above, or should it take possession pursuant to legal proceedings, or pursuant to any notice provided for by law, whether or not it terminates this Lease, it may be necessary in order to relet the premises, to relet the same or any part thereof, for such term or terms, which may be for a term

extending beyond the term of this Lease, and at such rental or rentals, and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by the Landlord from such reletting shall be applied to the payment of rent due and paid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to sub-section (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding, any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

The remedies given to Landlord in this Section shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

12. ACCESS TO PREMISES

Landlord shall have the right to place, maintain, and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Building. Landlord shall also have the right to enter the Premises at all times to inspect the same or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations, or improvements as Landlord may deem desirable.

13. QUIET ENJOYMENT

Tenant, upon paying the rents and observing and performing all of the terms, covenants, and conditions of its part to be performed hereunder, shall peaceably and quietly enjoy the Premises for the term hereof.

14. SURRENDER OF PREMISES

At the expiration of this Lease, Tenant shall surrender the Premises in the same or better condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear expected, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal by Landlord, and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of the Landlord.

15. SIGNS

Tenant shall not, without Landlord's prior written consent, (a) make any changes to the store front as existing, or (b) install any exterior signs, lighting or awnings, or any exterior decorations, windows and doors, etc. See Exhibit "B".

16. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified as far as possible

17. ATTORNEY'S FEES

In the event that at any time during the term of this lease, either Landlord or the Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceedings agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, such fees not to exceed \$5,000.00.

18. PAST DUE SUMS

If Tenant fails to pay, when the same is due and payable, any rent, additional rent, or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of ten (10%) percent per annum.

In addition thereto, Landlord may charge a sum of ten (10%) percent of such unpaid amounts as a service fee. Notwithstanding the foregoing, however, Landlord's right concerning such interest and service fee shall be limited by the maximum amount which may properly be charged by landlord for such purposes under applicable law.

19. ASSIGNMENT

19.1 Assignment Prohibited

Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance which shall be in the sole and absolute discretion of Landlord. Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Lease. In the event that Tenant hereunder is a corporation, an unincorporated association, or a partnership, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, or partnership in the aggregate in excess of forty-nine (49%) percent shall be deemed an assignment within the meaning of this section.

19.2 Consent Required

An assignment or subletting without Landlord's consent, shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

20. INSURANCE

20.1 Liability Insurance on Tenant's Premises

Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the premises to Tenant and throughout the Lease Term at Tenant's own cost and expense, a Comprehensive General Liability Insurance on an occurrence basis

with a minimum limit of liability in an amount not less than One Million (1,000,000.00 Dollars. Landlord shall be named as an additional insured under the Tenant's general liability policy, the said policy containing waiver of subrogation and requiring ten (10) days notice of cancellation of such insurance. A Certificate of Insurance shall be submitted to Landlord and shall be current.

This insurance coverage shall also include Plate Glass Insurance covering all plate glass in the Premises, but Tenant shall have the option to self-insure this risk.

21. DAMAGE OR DESTRUCTION

21.1 Insured or Minor Damage

If at any time during the term hereof the Premises are destroyed or damaged and either (a) such damage is not "substantial" or (b) such damage was caused by casualty insured against, then this lease shall continue in full force and effect.

21.2 Major Damage

If at any time during the term hereof the Premises are destroyed or damaged and if such damage is "substantial" as that term is hereinafter defined, and if such damage was caused by a casualty not required to be insured against, then Landlord may at its option either (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) cancel and terminate this Lease as of the date of the occurrence of such damage, by giving Tenant written notice of its election to do so within ninety (90) days after the date of occurrence of such damage.

22. MISCELLANEOUS PROVISION

22.1 No Waiver

Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

22.2 No Smoking

No smoking is allowed anywhere in the Premises or in the vicinity of the building in which the Premises are located.

22.3 Notices

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed (a) if to Landlord, at the place specified for payment of rent, and (b) if to the Tenant, either at the Premises or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice. Such notice, demand, request, or other instrument shall be deemed delivered effective as of the third day after the day on which it was mailed pursuant hereto.

To Landlord:

35 North Main Street
Sheridan, WY 82801

To Tenant:

Sheridan, WY 82801

22.4 Recording

This lease shall not be placed of record.

22.5 Special Assessments

Special assessments levied against the lot in which the building and leased premises is located during the term of this lease shall be paid in full one half by Tenant and one half by Landlord.

WITNESS our hands the date first-above written.

Tenant

By: Don Lable
Wayne Lable

Landlord

By: Carrie Shattuck
[Signature]

State of Wyoming)
) ss
County of Sheridan)

The foregoing instrument was acknowledged before me
by Connie + Samuel Street, this 22nd day of November, 2011.

Witness Connie + Samuel Street and official seal.



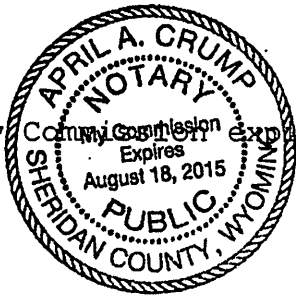
April A Crump
Notary Public

My Commission Expires: 8-18-2015

State of Wyoming)
) ss
County of Sheridan)

The foregoing instrument was acknowledged before me
by Wayne + Pamela Cable, this 22nd day of November, 2011.

Witness my hand and official seal.



April A Crump
Notary Public

My Commission Expires: 8-18-2015

TO: 35 N. MAIN, LLC

TWISTED HEARTS AND RED VELVET BAKERY

We would like to extend the current contract for 5 more years at the agreed up-
on rate of \$ 2500.

This will begin May 1st, 20 17.

LESSOR(S):

Connie A. Strick

LESSEE(S):

[Signature]
Pam Gable

DATE: April 30th, 20 17.

Dec. 1, 2013
Twisted Hearts & Red Velvet Bakery

To 35 N. Main LLC.,

We would like to extend the current rent contract at current rate for 2 more years
beginning Dec. 1, 2013.

rec'd 1.10.14

Signed:

Patricia A. Gable
[Signature]