

## **COMMERCIAL LEASE AGREEMENT**

THIS LEASE AND SERVICES AGREEMENT ("LEASE") dated October 12, 2016 is by and between 17<sup>th</sup> & Central, LLC., D.B.A. 17<sup>th</sup> & Central Executive Suites, a Wyoming Limited Liability Corporation ("LESSOR"), and Joe Frick Law, PLLC ("LESSEE") with respect to the executive offices ("Downtown Executive Office Suites") located in the office building commonly known as the Montgomery Building, and 1623 Central Ave, Suite 202 Cheyenne, Wyoming 82001 ("Building").

LESSEE acknowledges that Executive Suites/Downtown Office Suites leases the Premises under a lease agreement ("Master Agreement") from the Building owner, Greenway, L.L.C. ("Owner"). LESSEE may request a copy of the Master Agreement. LESSEE agrees to be bound by, and comply with, the terms of the Master Agreement and any rules and regulations established by the Owner, with Executive Suites/Downtown Office Suites having the rights and obligations of landlord, and LESSEE having the rights and obligations of tenant, under this Agreement, except that no options to extend, renew, expand, or terminate shall apply. In the event any conflict occurs between this Lease and the Master Agreement, this Lease shall be the ruling document; if the Master Agreement and this Lease address the same subject, this Lease shall supercede the Master Agreement on that subject. In the event of the termination of the Master Agreement, this Lease shall terminate. LESSEE shall not take any action, or omit to take any action, which will violate the Master Agreement and LESSEE shall indemnify, defend and hold Executive Suites/Downtown Office Suites of Cheyenne harmless from and against any and all claims, liabilities, losses and expenses (including attorneys' fees and costs) of any kind whatsoever by reason of any violation by LESSEE of any term of the Master Agreement.

In consideration of the mutual promises herein the parties agree as follows:

1. **Leased Property.** The property and premises which is the subject of this Lease Agreement is that improved office space which is highlighted on the floorplan which is attached and incorporated herein as Exhibit "A". The leased property is located at 109 E. 17<sup>th</sup> Street and 1623 Central Ave, Cheyenne, Wyoming.
2. **Term of Lease.** The term of this Lease Agreement shall be for 6 months, commencing on October 12, 2016, terminating on April 12, 2017, and taking possession on October 12, 2016. Upon expiration, cancellation, or termination of this Lease, however caused, the possessory right to the Premises, and any improvements made by LESSEE to the Premises, shall be vested in LESSOR, or its successors or assigns.
3. **Rental Payments.** As consideration for the lease herein granted by LESSOR to LESSEE, LESSEE agrees to pay LESSOR monthly payments of \$299.00 per month, the first of which shall be due, owing and payable by LESSEE to LESSOR on the 1ST day of the month, and a like amount on the 1st day of each month thereafter throughout the term of this Lease Agreement. If the Agreement commencement date is a date other than the first day of the month, the first month's Rent shall be prorated for the month based upon a calendar month of thirty (30) days, and reflected on LESSEE's initial invoice. If any payment for Rent or for Services is not paid within ten (10) days from the date said payment is due and owing each month, a service charge of ten percent (10%) shall be added to the amount due. If a check tendered by LESSEE is returned for insufficient funds, uncollected funds, or stopped payment, LESSEE shall pay an additional fifty (\$50.00) dollar service charge.

4. **Deposit.** LESSOR will hold as security deposit an amount of \$299.00. If LESSEE fully complies with all of the covenants, agreements, terms, and conditions of this Lease and the Master Agreement, LESSOR shall refund the deposit (minus any reasonable and necessary charges for repair, cleaning, or securing the Premises upon termination of this Lease by LESSEE) to LESSEE no later than sixty (60) days after the expiration date of the Lease. If LESSEE violates any of the terms of this Lease, then LESSOR may apply all or a portion of the security deposit, as necessary, to cure the violation and compensate LESSOR for damages or losses suffered as a result of the violation by LESSEE. Within five (5) days after written notice from LESSOR that it has applied all or a portion of the security deposit in such a manner, LESSEE will make such payment to LESSOR as shall be necessary to restore the security deposit to its original amount, and failure to do so shall be deemed a material default under this Lease. LESSOR need not maintain a separate account for the deposit and shall not be required to pay LESSEE interest on the deposit.

5. **Building Services.** LESSOR will provide, through its Master Agreement with Owner, services customary to first-class office buildings including without limitation; electricity for lighting and lower power usage office machines, water and sewer, security system, and mechanical, cooling, heating, and ventilation at such times as are normally furnished to other LESSEE's in the Building. All services including elevator, Building access through the security system, and water, but not including the cooling, heating, and ventilation systems, shall be available at all times. LESSOR's normal business hours shall be from 8:00 a.m. to 5:00 p.m. on weekdays, excluding legal holidays. LESSOR shall also provide, through its Master Agreement, daily (i.e., five days per week) janitorial service, lamp replacement for LESSOR-furnished lighting, toilet room supplies and exterior window washing, all with reasonable frequency customary to first-class office buildings. Rent shall not abate and LESSOR shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of such services due to any cause whatsoever, including but not limited to, any failure by Owner to provide such services to LESSEE. No temporary interruption or failure to provide such services shall be deemed as an eviction of LESSEE or relieve LESSEE from any of LESSEE's obligations hereunder. LESSEE shall reimburse LESSOR for the cost of repairing any damage to the Premises or the Building caused by LESSEE or its employees, invitees or licensees.

6. **Additional Services.** LESSOR may have available the additional business services as noted in Schedule of Services attached and incorporated herein as Exhibit "B". These services and the associated charges are made a part of this Agreement. LESSOR reserves the right to control the scheduling and use of LESSOR's conference rooms. The scheduling and use of conference rooms will be based on a "first come, first serve" policy. LESSOR reserves the right to cease providing any Service, or to change the fee for any Service with a thirty day (30) written notice. LESSEE shall pay for all Services (including any applicable sales tax) on a monthly basis at the same time and in the same manner as Rent is paid.

a. LESSEE understands that LESSOR shall not be liable for any damages including without limitation, any special, incidental, indirect or consequential damages, lost revenue or profits,, arising out of providing Services at the request of LESSEE except for damages caused by LESSOR's gross negligence or knowing and willful misconduct.

b. LESSEE further understands that LESSOR may provide computer support services at the request of LESSEE. LESSOR shall not be liable for any damage, loss of information, loss of files or loss of other data other than for damages caused by LESSOR's gross negligence or knowing and willful misconduct. Additionally, LESSEE agrees to indemnify and hold LESSOR harmless from any damage, loss of information, loss of files or loss of other data that occurs or might result from LESSEE's access to the World Wide Web,

the Internet, intranet network connections, wireless network connections, and/or related public access computer service sites.

7. **Building Directory Signage.** LESSEE's may choose to have a name placed on a directory and outside office door maintained by the Owner of the Building in the lobby subject to the charges outlined on the Schedule of Services attached and incorporated herein as Exhibit "B". LESSEE shall use no other signs or advertisement in or about the Building other than signage maintained by LESSOR.

8. **Premises Use.** LESSEE shall use the Premises exclusively for general office purposes and in accordance with the uses permitted under applicable zoning regulations. LESSEE shall comply with all present and future laws, ordinances, regulations and orders of all agencies of the Federal, State, and Local governments as well as all-building rules and regulations. LESSEE shall not use hazardous or toxic materials, create a disturbance, or operate equipment in violation of the additional use provisions stated in this Lease.

9. **Confidentiality.** LESSOR and LESSEE shall, at all times during the term of the Lease and thereafter, use its reasonable efforts to safeguard the secrecy of any of the other party's confidential information that may come into their possession, including marketing plans, customer information, specialized information, or financial information. Confidential information of a party shall not include information of which the other party is aware, or which becomes generally available to the public other than as a result of (i) disclosure by such party in breach of this Lease, (ii) the breach by such party of its obligations under this Lease, or (iii) disclosure by any person or entity in violation of such person or entity's duty of confidentiality to LESSOR or LESSEE, or any of their respective affiliates or subsidiaries (after such party becomes aware of the duty of confidentiality).

10. **Damage.** LESSOR shall not be liable to LESSEE and LESSEE hereby waives all claims against LESSOR for any injury or damage to any person or property whatsoever, except to the extent caused directly by the negligent act or omission of LESSOR. LESSEE shall indemnify, hold LESSOR harmless from, and defend LESSOR against any and all claims, costs, loss, damage, expense or liability, including without limitation attorneys' and other professionals' fees ("Claims"), for any injury or damages to any person or property whatsoever, when such injury or damage has been caused in whole or in part by the act, neglect, fault or omission of LESSEE, its agents, servants, employees or invitees. In addition, if any person not a party to this Lease shall institute any other type of action against LESSEE in which LESSOR, involuntarily, and without cause, shall be made a party defendant, LESSEE shall indemnify, hold LESSOR harmless from and defend LESSOR from all Claims by reason thereof.

11. **Insurance.** LESSEE shall maintain insurance throughout the Lease term as specified and shall deliver to LESSOR **prior to the commencement of the term of this Agreement**, or within ten (10) days of execution of this Lease, certificates of insurance evidencing the required coverage. Each such certificate shall name LESSOR as additional insureds. Further, all certificates shall expressly provide that no less than thirty days (30) prior written notice shall be given LESSOR in the event of a material alteration to or cancellation of the coverage's evidenced thereby.

- a. *Liability Insurance:* Throughout the term of this Lease and any renewal or extension hereof, LESSEE, at its own expense, shall keep and maintain in full force and effect a policy of commercial general liability insurance including a



contractual liability endorsement covering LESSEE's obligations under Section 9, insuring LESSEE's activities upon, in or about the Premises or the Building against claims of bodily injury or death or property damage or loss with a limit of not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit per occurrence and in the aggregate (per policy year).

- b. *Property Insurance*: Throughout the term of this Lease and any renewal or extension hereof, LESSEE at its own expense, shall keep and maintain in full force and effect what is commonly referred to as "all risk" coverage insurance or its equivalent (but excluding earthquake and flood) on LESSEE's personal property in the Premises, (including without limitation inventory, trade fixtures, floor coverings, furniture, and property removable by LESSEE under this Agreement) and LESSEE Improvements or other leasehold improvements installed by LESSEE at its cost, in any amount not less than the current 100% replacement value.

12. **Fire and Other Casualty**. In the event any portion of the Premises or the Building should be damaged, LESSOR within thirty (30) days after damage may elect, at its sole discretion, to terminate this Lease or notify LESSEE of LESSOR' intent to repair the Premises, in which event the Rent shall abate only to the extent and for the period of time in which Premises are not available for occupancy by LESSEE.

13. **Default**. If LESSEE shall fail to pay Rent or other charges, including but not limited to any charge for Services rendered, when due or default in, violate, or omit to perform any of its obligations under this Lease, or if the LESSEE shall abandon or vacate the Premises, then LESSOR may deliver written notice of such default to LESSEE and immediately terminate this Lease and all services provided for in this Lease. LESSEE shall have five (5) days after receipt of such written notice to cure such default. If the default is not cured within five (5) days, then LESSOR may accelerate all Rents due under this Lease for the entire unexpired term and demand all sums due and payable immediately. A late payment penalty may be assessed by LESSOR equal to ten (10%) of the total outstanding balance or \$10.00 per day, whichever is greater, until the balance is paid. Additionally, LESSOR shall be able to take possession of all property in LESSEE's office and stored at LESSEE's expense until taken in full or partial satisfaction of any lien or judgment without being liable for prosecution or for damages. Notwithstanding such reentry by LESSOR, the liability of LESSEE for Rent shall not terminate for the balance of the Lease term and LESSEE covenants and agrees to make good to LESSOR any deficiency arising from a reentry and reletting of the Premises at a lesser rental than herein agreed to. LESSEE shall pay such deficiency each month as the amount thereof is ascertained by LESSOR. LESSOR shall have the right to change locks at any time while a default has occurred and is continuing, in addition to all other remedies hereunder. All costs incurred from this default shall be the responsibility of the LESSEE and billed back accordingly.

14. **Renewal**. Either party may provide a sixty day (60) written notice to the other prior to the Termination Date of their intent not to renew this Lease which will terminate the Lease upon the initial termination date. Notices under this paragraph must be received in writing on or prior to the first business day of any month.

15. **Surrender of Possession**. Upon termination of this Lease, LESSEE shall surrender the Premises in the same condition as received from LESSOR, less reasonable wear and tear, and all property left on the Premises are governed by the General Terms.

16. **Hold Over**. Upon final termination of this Lease and in the event that LESSEE shall not immediately surrender and vacate the premises, LESSEE shall continue on a monthly basis at a

monthly rent equal to one hundred fifty percent (150%) of the current rental amount. This acceptance by LESSOR shall not affect LESSOR rights or remedies including the requirement of LESSEE to vacate the premises and to recover damages. Should LESSEE continue to occupy space and pay rent under these terms, either LESSEE or LESSOR may terminate the Lease by giving thirty (30) days written notice to the other party of its intent to terminate this Lease. All notices under this paragraph must be received in writing on or prior to the first business day of any month. In the event of a default by LESSEE, no notice shall be required by LESSOR.

17. **Condition of Premises.** LESSEE has inspected the Premises and accepts them in their present condition, **AS IS**, without warranty of any kind or nature, express or implied.

18. **Additional Use Provisions.** LESSEE shall not install or operate on the Premises any copy, and/or postage machines without LESSOR' prior written consent. LESSEE will not store or use in the Premises or the Building any machinery (including space heaters and refrigerators), chemicals or other materials that will increase the fire hazard or are regulated as a hazardous or toxic waste or material, cause any noise, create any smell, or use abnormally large amounts of electricity. LESSEE shall not commit or allow to be committed any waste or nuisance in the Premises and shall not disturb, harass or molest LESSOR or any other person or entity in the Executive Suite. LESSEE shall not offer any service to other LESSEE's of LESSOR that LESSOR offers to its LESSEE's in the normal course of its business.

19. **Sublease.** LESSEE may not sublease the Premises or assign this Lease without the prior written consent of LESSOR, which may be given or withheld in LESSOR' sole discretion, and any attempted assignment or sublease without such consent shall be voided at LESSOR' option.

20. **Collection.** In the event that LESSOR shall hire an attorney to collect any amounts due hereunder, the amount of such reasonable attorney's fees and costs shall be added to the amount due. If any litigation arises out of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, and expenses incurred in such action, including any appeals.

21. **Property Left on Premises.** All property left in the Premises by LESSEE at the expiration of the Term or any earlier termination hereof, shall be deemed abandoned by LESSEE, and LESSOR may remove such property from the Premises and store it or dispose of it in LESSOR' sole discretion. Any storage shall be at LESSEE's expense.

22. **Alterations.** LESSEE shall make no alterations, installations, additions or improvements in or to the Premises without the prior written consent of the LESSOR in its sole discretion.

23. **Notices.** All notices, elections, and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by the United States certified mail, return receipt requested, to the LESSEE at the Premises and to the Executive Suites/Downtown Office Suites of Cheyenne, 109 E. 17<sup>th</sup> Street, Suite 1, Cheyenne, Wyoming, 82001. Any notice shall be effective when personally delivered, or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail. Upon termination of this agreement, it is LESSEE's responsibility to notify all parties of LESSEE's new mailing address and phone numbers. LESSOR will bill LESSEE for any service to forward mail and any postage fees incurred after vacating the premises.

24. **Miscellaneous.** This Lease shall be governed by and construed under the laws of the state of Wyoming. The parties hereby waive objections to venue and forum non conveniens in such courts.

25. **Non-Assignability of Lease.** This lease shall be non-assignable by LESSEE without the express written consent of LESSOR.

26. **Entire Agreement.** This Lease is the entire agreement of the parties with respect to the subject matter hereof and shall replace all prior negotiations, agreements or representations. This Lease may only be modified in writing signed by the party to be bound.

*This lease shall extend to and bind the parties, their heirs, assigns, except as herein provided, personal representatives and successors in interest.*

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Rose Garcia  
Office Manager, 17<sup>th</sup> & Central LLC, LESSOR



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Joe Frick Law, PLLC  
Joe Frick, Owner / Manager, LESSEE

**Schedule of Services  
EXECUTIVE SUITES/DOWNTOWN OFFICE SUITES**

**Included with Monthly Rental:**

Private Office(s)	Utilities & Maintenance
Janitorial Services	Office Manager
Furnished Reception Area	One set of keys (office)
Kitchen Facilities	Reciprocal Meeting Rooms
Receptionist	Dedicated High speed Internet connection
Digital local telephone service with (1) phone set and (1) dedicated local telephone number	

**Services Available:**

<b>Main Conference Room Usage:</b> (Non-Tenant)	\$85.00/more than 5hr/day \$65.00/3-5hr/day \$15.00/hr (up to 3hrs/day)
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<b>Daily Mail:</b>	Incoming	Included
	Outgoing	Postage + 20%
	Courier/Overnight Service	Cost + 20%

**Additional Telephone Services:**

Long Distance Service	U.S. & Canada Included
"800" telephone no.	\$10.00/month
Long Distance "800" Service	\$.10/min.
Information Directory Listing	\$10.00/month

<b>Facsimile Transmission:</b>	Outgoing	\$.10 per page
(High volume fixed rate available)	Incoming	copier charges only

<b>Copy:</b>	1-500 copies	\$.10/copy
(letter and	501-1500	\$.08/copy (High volume fixed rate available)
legal size)	1501+	\$.06/copy
<b>Color Copy</b>		\$.25/copy

<b>Administrative Services (Contract Time)</b>	\$20.00/per hour
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<b>Technical:</b>	Service packages available. Pricing varies.
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<b>Scanning</b>	\$.25/first 10 pages-\$.10 each additional
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<b>Building Directory Listing</b>	\$60.00 one time charge
<b>Interior Door Signs</b>	\$35.00 each one time charge
<b>E-mail addresses</b>	\$5.00/month

Many other services are available, please ask your Director for pricing.  
Prices subject to change with a thirty-day (30) notice.

**EXHIBIT B**