

## **COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement (Lease) is entered into on this 1 day of August, 2023, by and between Cedar Lakewood llc LLC (Landlord) and Everyday stores llc (Tenant). Landlord is the owner of land and improvements whose address is 4065 UTE Highway Lyons, Co. 80540. Landlord makes available for lease the property described herein (Leased Premises). Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

### **Definitions.**

The term, "Leased Premises" shall apply to use of outdoor parking spaces as designated by Landlord located at the property address specified above for the purpose of conducting business. This business shall be operated during ordinary business hours, and shall be operated at a time when the gas station located on the premises open. This lease gives the Tenant rights to use gas station & convenience store

### **Term.**

The Initial Term of the Lease shall begin on the 1 day of August, 2023, and end on the 31 day of July, 2033. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Tenant may renew the Lease for one extended term of 0. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as contained in this Lease. Landlord has a right cancel a lease with 30day notice anytime without any explanation

### **Rent.**

Tenant shall pay to Landlord during the Initial Term rent of \$ 2500.00 Dollars (\$) per month, payable in installments of fifteen Hundred Dollars (\$) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the following address:  
Cedar lakewood, LLC, 7990 N. Federal, Westminster, CO 80030.

The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 2500.00 Dollars (\$). The rental for any renewal lease term, if created as permitted under this Lease, shall be \_\_\_\_\_ Dollars (\$) per month payable in installments of \_\_\_\_\_ Dollars (\$) per month.

### **Prohibited Uses.**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, thing or device.

Sublease and Assignment. Tenant shall not have the right without Landlord's written consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

### **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the "Leased Premises" only. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

**To Tenant:**

**Tenant:**

Landlord shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**Confidentiality.**

Landlord shall not disclose the terms, or conditions contained herein with any other potential Tenant, or party of the same or like industry as Tenant, during the duration of this lease.

**Injury or Illness**

In the event of an unforeseen injury, illness, or act of God that inhibits the Tenant from conducting business, written notice shall be given to the Landlord with seventy two hours of said event. At such time a thirty day notice shall be given to the Landlord as intent to temporarily or permanently terminate lease agreement. The Landlord agrees that Tenant, as an Owner Operator cannot reasonably comply with lease agreement if he or she is physically unable to perform business. Subsequently the Tenant can only be held accountable for one months rent after having given written notice of such condition.

**Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**Compliance with Law.**

Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This agreement is contingent upon all city and county permits and license approvals, including but not limited to a Land Use Application in the City of Parker.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**Landlord:**

**Tenant:**

Name: HARJEET KAUR

Sign: Harjeet Kaur

Date: 08-01-2023

Name: HARBANS S LALI

Sign: Harbans Singh Lali

Date: 08-01-2023

EVERYDAY STORES LLC dba Everyday Store  
4065 Ute Highway, Lyons, CO 80540

