

# COMMERCIAL LEASE AGREEMENT

3608 South Seventh Street Road Louisville, KY

THIS LEASE AGREEMENT entered into this 5<sup>th</sup> day of October, 2023, by and between BIGFORK, INC., a Kentucky corporation, hereinafter referred to as the Landlord, and To Be Deteminted (TBD), hereinafter referred to as the Tenant.

IN CONSIDERATION OF the Landlord leasing certain premises located at 3608 South 7th Street Road Louisville KY 40216 to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

## 1. DEFINITIONS

When used in this Lease, the following expressions shall have the meanings indicated:

- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
- b. "Premises" means all buildings, improvements, equipment, fixtures, property and facilities located at 3608 South 7th Street Road, Louisville, KY 40216;
- c. "Rent" means the total of Base Rent and Additional Rent.

## 2. INTENT OF LEASE

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a triple net rent basis meaning the Tenant shall pay the Base Rent and any Additional Rent as well as property taxes and property insurance as set out herein.

## 3. LEASED PREMISES

The Landlord agrees to rent to the Tenant the Premises municipally described as 3608 South 7th Street Rd, Louisville, KY 40216, (the "Premises"). The Premises will be used for sale of alcohol by the drink in an adult setting to include without limitation, music and related activities typical of a night club.

The Tenant shall have access to parking as shown on the LOJIC Map attached hereto.

## 4. TERM

The term of the Lease is for initial first term of Five (5) year, beginning upon the Lease Commentment Date of this Lease October 5, 2023 and ending on October 4, 2028.

Tenant shall have the sole option to extend the Initial Term of this Lease for One (1) Five (5) year term, with an increase in Base Rent of One Hundred Dollars and No Cents (\$100.00) per each year of said Five (5) year

extension. The option to extend being exercisable in writing no less than Ninety (90) days prior to the end of the Initial Term or any subsequent option term, as the case may be.

### 5. LEASE AND RENT COMMENCEMENT DATE

Lease Commencement Date shall be from the date of Lease execution. Rent Commencement Date shall begin the earlier of (i) One Hundred Twenty (120) days following the Lease Commencement Date to acquire, but not limited to, the necessary approvals, permits, licenses, and the installation of Tenant's fixtures, equipment, and interior construction for the purpose of setting up Tenant's business. or (ii) the date Tenant opens for business from the Premises.

### 6. ANNUAL RENT

During the Initial Term, Tenant shall pay a rent as follows (the "Annual Rent"):

Years	Monthly Rent	CAM	Total Monthly Rent
1	\$5,700	\$700	\$6,400
2	\$5,800	\$700	\$6,500
3	\$5,900	\$700	\$6,600
4	\$6,000	\$700	\$6,700
5	\$6,100	\$700	\$6,800

In the event that this Lease commences on a day other than the first of the month, the rent for the initial fractional month shall be prorated so that the rental payments thereafter shall be due and payable on the first day of each succeeding month.

The Tenant shall pay the Base Rent on or before the First of each and every month of the Initial Term as extended to the Landlord's agent at 9500 Bard Road Louisville, KY 40291 or at such other place as the Landlord may later designate in writing. Rent payments must be paid by certified check or money order. Personal checks shall NOT be accepted. If business check bounces Tenant shall have to pay an additional \$100 fee for Not Sufficient Funds (NSF) and then the Tenant shall have to pay with a certified bank check or money order, after 2 NSF bounced checks then the Tenant shall only be allowed to pay with a certified bank check or money order.

Tenant shall be charged an additional Two Hundred Dollars and No Cents (\$200.00) for any late payment of monthly Rent after the 5<sup>th</sup> day of the month.

No acceptance by the Landlord of any amount less than the full amount owed shall be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

### 7. SECURITY DEPOSIT AND FIRST MONTHS RENT.

On the Lease Commentment Date of this Lease, the Tenant shall have to pay the Landlord a Security Deposit of Six Thousand Four Hundred Dollars and No Cents (\$6,400.00) (the "Security Deposit") and the Tenant shall

have to pay the Landlord a First Months Rent of Four Thousand Nine Hundred Ten Dollars and No Cents (\$4,900.00) (the "First Months Rent"). The Tenant shall not use the Security Deposit as payment for the Rent.

#### 8. TRIPLE NET CHARGES (ADDITIONAL RENT)

Beginning on the Rent Commencement Date, Tenant shall pay monthly, as additional rent, a pro-rated share of the aggregate cost of property taxes and property insurance, as described below:

(a) Property Taxes and Property Insurance.

(i) For purposes of this Lease, "Taxes" shall include all taxes and property taxes on and assessments against that portion of the real property which forms the Premises. Taxes based on the net income of Landlord shall not be included in "Taxes" for purposes of this Lease.

(ii) Tenant shall pay when due, but not limited to, any and all taxes and assessments, and licenses, sales, business, occupation or other taxes, fees or charges levied, assessed or imposed upon its business operations in the Premises.

(iii) Tenant shall pay when due, but not limited to, any and all taxes and assessments levied, assessed or imposed upon its trade fixtures, leasehold improvements, merchandise and other personal property in, on or upon the Premises.

(iv) Tenant's share of Real Estate Taxes is estimated to be Four Hundred Thirty Dollars and No Cents (\$430.00) per month. Tenant's share of Property Insurance is estimated to be Two Hundred Seventy Dollars and No Cents (\$270.00) per month. In the event any taxes, fees or charges referred to in the preceding subparagraphs (ii) or (iii) attributable to Tenant shall be assessed, levied or imposed upon Landlord, such assessment, fees or charges shall be paid by Tenant to Landlord promptly after Landlord requests such payment in writing. Provided, Tenant, at its sole expense, reserves the right to challenge any such assessment, fee tax or change with the governmental authority imposing shares, and to receive any refund from the Landlord in the event of a wrongful assessment or the like.

#### 9. INSURANCE

Liability Insurance. Tenant shall, at Tenant's sole expense, at all times during the term of this Lease, obtain and maintain insurance policies covering the following: (i) the Premises and Tenant's fixtures, equipment, furnishings, merchandise and other contents of the Premises, for the full replacement cost of said items; (ii) all Tenant Improvements and any other Leasehold improvements installed in the Premises by or on behalf of Tenant; and (iii) comprehensive general liability, including coverage for personal and bodily injury naming Landlord and any mortgagee and/or any management company of the Landlord as additional insured and certificate holder, which policy is to have coverage of a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and the policy shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term.

The Tenant shall provide proof of such insurance to the Landlord upon the execution of this Lease and upon each renewal of such insurance, and shall keep such policies current and in force at all times.

## 10. USE AND OCCUPATION

The Tenant shall carry on business under the name of TBD or such other name as it determines. The Tenant shall open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Rental Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner subject to the provisions of Section 3.

The Tenant covenants that the Tenant shall carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them and by the laws of the Commonwealth of Kentucky.

## 11. QUIET ENJOYMENT

The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## 12. DISTRESS

If and whenever the Tenant is in material default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and payment in full for that indebtedness is not made within Thirty (30) days following Landlord's written notice to Tenant of such breach, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises.

## 13. HOLDOVER

If Tenant holds over in possession of the Premises after the expiration of this Lease, the tenancy thus created shall be from month to month only and no payment of rent at the rate provided in this Lease or at any other rate shall operate or be deemed to turn such tenancy into a tenancy at will or to create any tenancy for a month or months from month to month. In the event of such a holdover, Tenant shall pay to Landlord monthly rent in an amount equal to 150% of the amount of rent which was payable by Tenant to Landlord for the last month of the Term of this Lease.

## 14. ADDITIONAL RIGHTS ON REENTRY

If the Landlord lawfully reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving Five (5) days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant shall pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage commission and or fees, other fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, the lesser of either:
    - 1. an amount determined by reducing to present worth at an assumed interest rate of Twelve Percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of Six (6) months.

#### 15. ABANDONMENT

If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Rental Term, as extended, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

#### 16. ATTORNEY FEES

All costs, expenses and expenditures including and without limitation, reasonable attorney fees incurred by the Landlord as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent.

#### 17. GOVERNING LAW

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Kentucky.

#### 18. SEVERABILITY

If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Kentucky (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

#### 19. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without the prior written consent of Landlord, which will not be unreasonably withheld. An assignment, subletting, concession, or license, without Landlord's consent, will be void and at Landlord's option, will terminate this Lease.

## 20. MAINTENANCE AND CARE OF THE PREMISES

The Tenant acknowledges that the Premises are in good condition and that the Tenant, at its cost, will repair and replace and care for such Premises so as to maintain the Premises, including the land and building, in their current clean condition, ordinary wear and tear expected. Such maintenance includes without limitation, snow removal, grass mowing, light fixtures and bulbs, maintenance of, and repairs to the HVAC system, and maintenance of and repairs to the electrical and plumbing systems. Tenant shall be responsible for maintenance, repairs to and replacement of all equipment and fixtures owned and used by Tenant in its business on the Premises. Landlord may, but will not be obligated to, fulfill some or all of Tenant's repairs and maintenance obligations and Tenant shall reimburse Landlord for the cost thereof, in full, as additional rent, upon demand. Landlord, at its cost will be responsible for the structure of the building, including the roof.

## 21. USE OF PREMISES

The Tenant shall promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

The Tenant shall not engage in any illegal trade or activity on or about the Premises.

The Landlord and Tenant shall comply with standards of health, sanitation, fire, and safety as required by KY law.

## 22. NOTICES

In every case where under the provisions of this Lease it shall be necessary or desirable for Landlord or Tenant to give to or serve upon Landlord or Tenant any notice or demand, it shall be sufficient to send a written or printed copy of said notice or demand by certified or registered mail, postage prepaid, addressed to the other party at the following addresses or at such addresses as may hereafter be directed by Notice:

Landlord:

Robby Brueck  
9500 Barn Road  
Louisville, KY 40291  
Phone: 502-321-9322 Email: [matt.allenmprop@outlook.com](mailto:matt.allenmprop@outlook.com)

Tenant: TBD

Yeni Seijas  
9614 Blue Lick Road  
Louisville, KY 40229  
Phone: 305-772-9085 Email: [seijasveni03@gmail.com](mailto:seijasveni03@gmail.com)

## 23. SURRENDER of PREMISES

At the expiration of the Lease Term, the Tenant shall quit and surrender the Premises in as good a state and condition as they were at the Rent Commencement Date of this Lease, reasonable use and wear and damages by the elements excepted.

## 24. HAZARDOUS MATERIALS

The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## 25. TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of each of the covenants and agreements under this Lease.

## 26. SIGNAGE

No sign or signs shall be installed on the property on which the Leased Premises are located without approval or proper city and state regulations. Any signs shall be constructed in accordance with the laws and ordinances pertaining to such signs, and permits from all proper governing boards and shall be first obtained before said sign, or signs shall be erected.

## 27. UTILITIES

From the Lease Commencement Date, Tenant shall pay all charges for all utilities and services used by it and supplied by Landlord, public utility or public authority or any other person, firm or corporation. Tenant and Landlord shall each take all necessary steps, including Tenant's posting of deposits and the like, to put utilities in Tenant's name. Any utility which cannot be put into Tenant's name shall be paid by Landlord and billed to Tenant, provided, however, that Tenant shall not be charged more than the rates it would be charged for the same service if furnished direct to the Premises by a public utility company or a governmental unit.

## 28. GENERAL PROVISIONS AND CONTINGENCIES

- a. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and shall not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- b. This Lease shall extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- c. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease shall be deemed to be Additional Rent and shall be recoverable by the Landlord as rental arrears.
- d. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- e. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

f. This Lease is contingent upon, but not limited to, Tenant receiving all necessary approvals, permits, and licenses required for construction and all necessary approvals, permits, and licenses required for operating Tenant's business within the first 120 days from Lease Commencement Date. This contingency shall be removed within the first One Hundred Twenty (120) days from the Lease Commencement Date of this Lease or this Lease is null and void and Tenant's Security Deposit shall be returned.

g. This Lease is contingent upon, but not limited to, Tenant shall have Fourteen (14) days from the Lease Commencement Date of this Lease to have inspections performed, and if in Tenant's sole discretion if the Premises are not in good condition Tenant shall have the right to rescind this Lease. This contingency shall be removed within the first Fourteen (14) days from the Lease Commencement Date of this Lease or this Lease is null and void and Tenant's Security Deposit shall be returned.

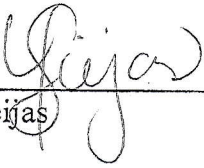
## 29. GUARANTEE

As an inducement to and consideration for the Landlord to enter in the Lease, Yeni Seijas, and Andy Junco Individually, unconditionally Guarantee the payment and performance of all of the obligations of the Tenant in this Lease and any extension thereof, according to its terms, provisions and stipulations and waives any diligence incumbent of Landlord in any way respecting the obligations recited in this Lease and the Guarantor(s), without first proceeding against the Tenant. The Guarantor(s) waive notice of default and further agrees that this Guarantee shall not be released or prejudiced by any extension of time granted in the Tenant or by any variations of change in or modification of the terms of this Lease or by failure or the Landlord to exercise any remedy available to Landlord, it being agreed that this Guarantee is absolute and unconditional and, in all events, remains in effect throughout the term of the Lease and any extension thereof.

## 30. PERSONAL GUARANTEE

The "Guarantor" jointly and severally, unconditionally Guarantees the payment of all rents due under this Lease on the part of the Tenant to be paid and the prompt performance by Tenant of all other items and conditions of this Lease. Guarantor agrees that it shall not be necessary for Landlord to resort to or exhaust Landlord's remedied against Tenant before calling on Guarantor for payment or performance or any obligation hereby Guaranteed. This Guarantee shall be binding for the original term and any and all extensions, renewals, permitted subleases or assignments thereof. Guarantor hereby agrees that Guarantor waive notice of any and all defaults under this Lease and waive all in which Guarantor might otherwise be entitled to by law. Guarantors consent to any extension of Lease term and all modifications and amendments to the Lease which might hereafter be entered into between Landlord and Tenant or their successors and assigns, without written notice to Guarantor and without in any manner affecting the liability of Guarantor as Guarantor.

Guarantor: Yeni Seijas and Andy Junco

By:   
Yeni Seijas

By:   
Andy Junco

Date: 10/3/23

Time: 4:06 pm

(Signiture Page to Follow)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on this 5th day of October, 2023.

LANDLORD: BIGFORK, INC.

By: Robby Brueck  
Robby Brueck

10/15/23      2:50 pm  
Date                      Time

TENANT: TBA

By: Yeni Seijas  
Yeni Seijas

By: Andy Junco  
Andy Junco

10/5/23      3:00 pm  
Date                      Time