## COMMERCIAL LEASE

Lease Agreement (this "Lease") is dated as of July 03, 2022, by and between <u>The Victor Rivera and Rosa Maria Rivera Living Trust ("Landlord")</u>, and Natasha Larson ("Tenant"). The parties agree as follows:

PREMISES. The landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the two-Story Building at the Corner of Transverse Drive and Jones Blvd. (the "Premises") located at <u>6150 Transverse Drive</u>, <u>Las Vegas</u>, <u>NV 89146-1167</u> containing approximately 1,920 rentable square feet (the "Premises").

PRIMARY LEASE TERM. This is a Modified Gross Lease ("MG"). Tenant shall pay to Landlord monthly installments of \$3,552.00, payable in advance on the first day of each month. Lease payments shall be deposited into the Landlord's Wells Fargo Bank account number 7919769534. The payment address may be changed from time to time by the Landlord. The Primary Lease Term shall be Thirty-Nine (39) months commencing upon July 3, 2022 (rent for month 4 to be prorated two days for July 1, 2022 and July 2, 2022).

BASE NET RENT /INCREASES. The initial Rent shall be \$1.85 per rentable square foot per month for a total rent of \$3,552.00 per month with annual rent increases of 3% per year.

SECURITY DEPOSIT. At the time of the signing of this Lease, the Tenant shall pay to Landlord, in trust, a security deposit of \$ 3,881.37 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law. Tenant's Rent shall be abated for Three (3) months of the primary Lease Termmonths One (1), Three (3), and Five (5).

POSSESSION. The tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. The tenant may use the Premises only for the Tenant to use the property for cosmetology, spa, and massage services or any other legally permitted use under the zoning. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. The landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. The

landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. The tenant is responsible for maintaining casualty insurance on its property.

LIABILITY INSURANCE. The tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$100,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. The landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS/EXTENSION OPTIONS. Landlord shall grant to Tenant Two (2) Extensions Options of Thirty-six (36) months each with Three (3) months prior written notice required to exercise such Options(s). The rent, terms and conditions during such Option(s) shall be the then Fair Market Value (the "FMV") rent, terms and conditions (including concessions) for non-renewal tenants occupying similar space in the general submarket area.

PARKING. Tenant shall be entitled to all the parking stalls on the property through the Primary Lease Term and Extension Term(s) if exercised. Such parking shall be made available to Tenant's employees, guests and invitees.

## **MAINTENANCE**

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system

Tenant's obligations for maintenance shall include:

- Tenant will be Responsible for the Cosmetic Condition of the inside of the Property including floors, including Ceilings, Walls, Stairwells, and Cleanliness.
- all other items of maintenance not specifically delegated to the Landlord under this Lease.

# UTILITIES AND SERVICES.

The landlord shall be responsible for the following utilities and services in connection with the

# Premises:

- Property Taxes
- Sewer.

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Water
- Gas
- Trash
- Yard Maintenance
- All other "utilities & services" not listed as covered by the landlord.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges, and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. The landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or another casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, if the cost of repair is \$25,000.00 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord because of Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent,

whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For each payment that is not paid within 5 days after its due date, the Tenant shall pay a late fee of \$50.00 per day, beginning with the day after the due date.

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

NON-SUFFICIENT FUNDS. The tenant shall be charged \$100.00 for each check that is returned to the Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. The tenant may also construct 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. The 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, the Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), the Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, the Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

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

COMPLIANCE WITH REGULATIONS. The tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal and other authorities, and the fire

insurance underwriters. However, the Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ASSIGNABILITY/SUBLETTING. The 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 written consent of Landlord, which shall not be unreasonably withheld,

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

# LANDLORD:

TENANT:

The Victor Rivera and Rosa Maria Rivera Living Trust 10457 Canyon Cliff Court Las Vegas, Nevada 89129

6150 Transverse Drive

Las Vegas, NV 89146-1167

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

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

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. 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.

# LANDLORD: The Winter Rivera and Rosa Maria Rivera Living Trust Victor Rivera By: Victor Rivera Date: 6/22/2022 | 10:30 AM PDT TENANT Pred by: Matasha Larson By: Natasha Larson Date 6/22/2022 | 1:49 PM CDT