

LEASE AGREEMENT

THIS AGREEMENT is made by and between BBR, LLC, Gillette, Wyoming, (LESSOR), and Powder River BBQ, LLC dba Dickie's BBQ, Gillette, Wyoming (LESSEE).

WITNESSETH

For and in consideration of the mutual covenants and agreement contained herein, the parties do hereby agree as follows:

1. **DESCRIPTION OF PROPERTY:** Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property together with all improvements thereon:

804 E. 2nd Street
Gillette, Wyoming 82716

2. **TERM OF LEASE:** This lease shall commence on the 1st day of April, 2018, and shall remain in force and effect for a period of one (1) year. It will continue from year to year until terminated or otherwise modified according to the provisions of this agreement.

3. **RENT:** Lessee agrees to pay a base amount of Four Thousand Five Hundred Dollars (\$4,500.00) per month for the premises. The payments shall be due and payable on or before the 1st day of each succeeding month for the term of this lease. The rent due shall be reviewed annually.

4. **USE OF THE PREMISES:** Lessee shall use the premises for its lawful business purposes. Lessee agrees to comply with all laws, ordinances, rules and regulations of any governmental authority which are applicable to the conduct of Lessee's business. Lessee shall have the right to sell alcoholic beverages on the premises as part of its business operations. Lessee is responsible for all compliance obligations, payments for sales and other taxes associated with the sale of alcoholic beverages.

5. **UTILITIES AND TAXES:** Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including electricity, gas, water, sewer and telephone service. Lessee shall be responsible for all taxes associated with the building or operations thereof, including real and/or personal property taxes.

6. **ALTERATIONS AND IMPROVEMENT:** Lessee shall not, without the prior written consent of the Lessor, make any alterations, additions or improvements to the premises. Any alterations which are made to the premises shall be paid for by Lessee.

7. **REPAIRS:** Lessee shall at all times during the term of this lease use reasonable precautions to prevent waste, damage or injury to the premises. Any damage to the premises, whether caused directly by Lessee or as a result of normal wear and tear, shall be the sole responsibility of the Lessee and upon notice Lessee shall immediately repair the same. Lessor and Lessee agree that the leased premises are in good and tenantable condition at the time of the execution of this agreement.

8. **INSURANCE:** Lessee shall be responsible for paying all insurance premiums related to the personal property located on the premises as well as the leased premises.

9. **DEFAULT:** Any of the following events shall constitute a default of the lease:

a. The Lessee's failure to pay any rent to Lessor when the same is due and

payable under the terms of this lease.

- b. Lessee's failure to perform any other duty or obligation imposed upon it by this lease, and such default shall continue for a period of ten (10) days after written notice thereof has been given by the Lessor.
- c. The filing of a petition in bankruptcy or insolvency, or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.
- d. The sale of the interest of Lessee in the premises under execution or any other legal process.

In the event of any such default of this agreement by Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same and all equipment and fixtures therein.

10. **NOTICE:** Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if given personally or it sent by U.S. government certified or registered mail to the following addresses:

LESSOR: BBR, LLC
P.O. Box 1808
Gillette, Wyoming 82717-1808

LESSEE: Powder River BBQ, dba Dickie's BBQ
804 E. 2nd St.
Gillette, Wyoming 82716

11. **MISCELLANEOUS:**

- a. This agreement shall be binding on and shall insure to the benefit of the parties hereto, their heirs, executors and assigns.
- b. Time is of the essence in all provisions of this lease.
- c. The failure of Lessor to insist upon strict performance of any of the

covenants, agreement, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.

EXECUTED this 12th day of March , 2018, in Gillette, WY.

LESSOR:


BBR, LLC

By: 

Managing Member

LESSEE:

**POWDER RIVER BBQ, LLC DBA
DICKIE'S BBQ**

By: Mike Henson 

Managing Member