

COMMERCIAL LEASE

Agreement for Lease ("Lease") made this 1st day of February, 2025, by and between South Bend & Mishawaka Investment LLC, a Indiana Limited Liability Company by and it's members Priya Lakshmi and Mandeep Singh, hereinafter called "Lessor", and Expo Western Inc , an Indiana Corporation, by Priya Lakshmi, President hereinafter called "LESSEE",

WITNESSETH:

ARTICLE I

LEASED PREMISES

1.1 LESSOR does hereby lease to LESSEE, and LESSEE hereby hires from LESSOR, those premises known as Expo Western Inc and Gas Station with Convenience Store, in the City of South Bend, County of St. Joseph, State of Indiana, with a street address of 4005 Western Avenue

1.2 Said premises shall be used as a gas station/convenience store and for no other business or purpose without the written consent of LESSOR.

ARTICLE II

GRANT AND TERM

2.1 The term shall be for Ten years (10 years), commencing on the 1st day of February, 2025 and ending on the 31st day of January, 2035 at a rental of ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) per annum but payable monthly at the rate of TEN THOUSAND DOLLARS (\$10,000.00) per month for the premises which LESSEE agrees to pay to LESSOR without deduction or offset, at such place as may be designated from time to time by LESSOR.

2.2 The total rent shall be payable monthly, in advance, on the first day of each and every calendar month, beginning 1ST February, 2025, and with attorney fees in the event of default. In the event of termination of said lease by either party, all accrued rent shall be paid by LESSEE prior to surrendering possession of the premises.

2.3 The state, county and local real estate/property taxes and business tangible/personal property taxes shall be payable by Lessee on time or before due date.

2.4 There is no security deposit in connection with this lease.

2.5 This is a triple net lease. LESSEE shall pay promptly, when due, the real property taxes assessed against the premises (including any past due or delinquent real property taxes), the insurance (building and equipment) at replacement cost value, naming LESSOR as additional insured together with premises liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). Additionally, LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims that arise from the use and operation of the premises and further agrees to furnish copies of all such insurance binders or certificates of insurance to verify the compliance with this section within 30 days of each anniversary date of the policy(ies).

ARTICLE III

POSSESSION

If LESSOR, for any reason whatsoever, cannot deliver possession of the said premises to LESSEE at the commencement of the said term as hereinbefore specified, this Lease shall not be void or voidable, nor shall LESSOR be liable to LESSEE for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and time when LESSOR can deliver possession.

ARTICLE IV

USE OF PREMISES

LESSEE shall not use or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased; and no use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall LESSEE sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. LESSEE shall not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment

of any other tenant in the building in which the demised premises may be located, nor, without limiting the generality of the foregoing, shall LESSEE allow said premises to be used for any improper, immoral, unlawful or objectionable purpose. LESSEE shall, at its sole cost and expense, comply with all of the requirement of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE V

SIGNS AND AWNINGS

LESSEE covenants and agrees not to affix any awning or to paint any sign upon any part of the premises without the written consent of LESSOR, which shall not be unreasonably withheld, and if LESSEE, without the written consent of LESSOR, shall affix any awning to or place or paint any sign on the premises, or any part thereof, LESSOR may at once enter and remove such awning, or take down, paint or obliterate such sign, and repair any damage done, and charge the cost of same to LESSEE, or LESSOR may, at his option, pursue any other remedy herein provided.

ARTICLE VI

CONDITION AND SURRENDER OF PREMISES

6.1 LESSEE agrees that the premises are now in a tenantable and good condition and LESSEE accepts the premises "as is", without warranties or representations of any kind by LESSOR; that LESSEE shall take good care of the premises and they shall not be altered or changed without the written consent of LESSOR; and that, unless otherwise provided by written agreement, all alterations, improvements and changes performed by LESSEE shall be the property of LESSOR, and shall remain upon and be surrendered with the premises, excepting, however, that at LESSOR'S option, LESSEE shall, at his expense, when surrendering said premises, remove from said premises and said building, all partitions, counters, railings and all other items installed in said premises by said LESSEE; that all damage or injury done to said premises by LESSEE, or by any person who may be in or upon the premises with the consent of LESSEE, shall be paid for by LESSEE; and that LESSEE shall, at the termination of the Lease, surrender the premises to LESSOR in as good condition and repair as reasonable and proper use thereof will permit.

6.2 LESSEE will promptly pay all bills for labor and materials in making repairs, improvements, or alterations. Further, LESSEE will not permit mechanic's liens to be filed against the leased premises for labor or materials furnished in making repairs or improvements.

ARTICLE VII

FIXTURES AND PERSONAL PROPERTY

7.1 FIXTURES All additions, fixtures and improvements made or placed by LESSEE to or on the premises, except trade fixtures, shall immediately become and be the property of LESSOR and shall remain on and be surrendered with the premises as a part thereof at expiration of said term, by lapse of time or otherwise.

7.2 PERSONAL PROPERTY All personal property in the premises shall be at the risk of LESSEE only, and LESSOR shall not be liable for any damage, either to person or property, sustained by LESSEE or other persons, due to the building or any part or appurtenance thereof, or machinery or appliances used in connection therewith, becoming out of repair or in defective condition, or arising from bursting or leaking of water, gas, sewer or steam pipes, or from any acts of negligence of employees, cotenants, or other occupants of the building, or any other person, or due to the happening of any accident in or about the building.

ARTICLE VIII

EQUIPMENT

The attached list of equipment leased by LESSOR to LESSEE as a part of this agreement (Exhibit A). In the event any such equipment wears out or requires replacement, LESSEE shall replace such equipment with comparable equipment to what is identified on the list.

ARTICLE IX

ABANDONMENT OF PREMISES

LESSEE, shall not vacate or abandon the premises at any time during the term; and if LESSEE shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned, at the

option of LESSOR, except such property as may be mortgaged to LESSOR.

ARTICLE X

LESSOR'S NONLIABILITY AND INSURANCE

10.1 LESSEE, as a material part of the consideration to be rendered to LESSOR under this Lease, hereby waives all claims against LESSOR for damages to goods, wares and merchandise, in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the premises by LESSEE, or arising from the failure of LESSEE to keep the premises in good condition as herein provided. LESSOR shall not be liable to LESSEE for any damage by or from any act or negligence of any cotenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property. LESSEE agrees to pay for all damage to the building, as well as all damage to tenants or occupants thereof caused by LESSEE'S misuse or neglect of said premises, its apparatus or appurtenances.

ARTICLE XI

ENTRY BY LESSOR

LESSEE shall permit LESSOR and his agents to enter into and upon said premises at all reasonable times, upon prior reasonable notice, and shall permit LESSOR, at any time within thirty (30) days prior to the expiration of this Lease, to place upon the window and doors of said premises any usual or ordinary "to let" or "to lease" signs. LESSOR and his agents may, during said last mentioned period, at reasonable hours, enter upon said premises and exhibit the same to prospective tenants.

ARTICLE XII

DESTRUCTION OF PREMISES

12.1 If during the term of this Lease the principal building on the demised premises is totally destroyed from any cause without the fault of LESSEE, this Lease shall become void.

12.2 In case any such building is damaged to the extent that it is wholly untenable, LESSOR

may, at his option terminate this Lease by giving LESSEE written notice thereof within ten (10) days after such damage.

12.3 In case any such building is damaged to the extent that it is wholly untenable but LESSOR does not terminate this Lease as above provided in paragraph 12.2, and if such damage is repairable within sixty (60) days from the date of damage, or in case any such building is damaged to an extent that it is not wholly untenable, LESSOR shall repair any such building with all reasonable speed, and for that purpose shall have the right to enter said premises.

12.4 In case any such building, without fault of LESSEE, is damaged to the extent that it is wholly untenable and if such damage is not repairable within thirty (30) days from the date of damage, LESSEE may, at his option, terminate this Lease by giving LESSOR written notice thereof within ten (10) days after such damage.

12.5 In case any such building, without fault of LESSEE, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.

ARTICLE XIII

ASSIGNMENT AND SUBLETTING

13.1 LESSEE shall not assign this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of LESSEE excepted) to occupy or use the said premises, or any portion thereof, without the written consent of LESSOR first had and obtained, which shall not be unreasonably withheld, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of LESSOR, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of LESSEE, by operation of law, without the written consent of LESSOR.

ARTICLE XIV

BREACH AND REMEDIES

14.1 BREACH BY LESSEE Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or (b) a general assignment by LESSEE for the benefit of creditors, or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall constitute a breach of this by LESSEE.

14.2 LESSOR'S REMEDIES (a) In the event of any breach of this Lease by LESSEE, then LESSOR, besides other rights or remedies he may have, shall have the immediate right to reenter and may remove all persons and property from the premises; such property may be removed and stored in any other place in the building in which the demised premises are situated, or in any other place, for the account of, and at the expense and at the risk of LESSEE.

(b) LESSEE hereby waives all claims for damages which may be caused by the reentry of LESSOR and taking possession of the demised premises or removing or storing the furniture and property as herein provided, and will save LESSOR harmless from any loss, costs or damages occasioned LESSEE thereby, and no such reentry shall be considered or construed to be a forcible entry.

(c) Should LESSOR elect to reenter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this Lease or he may from time to time, without terminating this Lease, relet said premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in his sole discretion may deem advisable, with the right to make alterations and repairs to said premises.

(d) Rentals received by LESSOR from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such reletting; fourth, to the payment of the cost of any alterations and repairs to the premises; and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid that month by LESSEE hereunder, then LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly.

(e) No such reentry or taking possession of said premises by LESSOR shall be construed as an election on his part to terminate this Lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LESSOR may at any time thereafter elect to terminate this Lease for

such previous breach.

(f) Should LESSOR at any time terminate this Lease for any breach, in addition to any other remedy he may have, he may recover from LESSEE all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term.

(g) The voluntary or other surrender of this Lease by LESSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LESSOR, terminate all or any existing subleases or subtenancies, or may, at the option of LESSOR, operate as an assignment to him of any or all such subleases or subtenancies.

(h) In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, on the part of LESSEE to be kept or performed, LESSEE shall pay to LESSOR a reasonable attorney's fee which shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

ARTICLE XV

MISCELLANEOUS

16.1 NOTICES All notices to be given to LESSEE may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to LESSEE at the said premises, whether or not LESSEE has departed from, abandoned or vacated the premises.

16.2 WAIVER The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding a breach by LESSEE of any term, covenant or condition of this Lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR'S knowledge of such preceding breach at the time of

acceptance of such rent.

16.3 **HOLDOVER** If said LESSEE holds possession of the said premises after the term of this Lease, such LESSEE shall become a tenant from month to month upon the terms herein specified, but at a monthly rental equal to twice the monthly rental at the time of breach payable, payable monthly in advance on the 1st day of each month, and shall continue to be such tenant until such tenancy shall be terminated by LESSOR, or until LESSEE shall have given to LESSOR written notice at least one month prior to the date of termination of such monthly tenancy of his intention to terminate such tenancy.

16.4 **CUMULATIVE REMEDIES** It is understood and agreed that the remedies herein given to LESSOR shall be cumulative, and the exercise of anyone remedy by LESSOR shall not be to the exclusion of any other remedy.

16.5 **BINDING EFFECT** The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

16.6 **TIME OF ESSENCE** Time is of the essence of this Lease.

16.7 **LATE PAYMENT** In the event LESSEE is ten (10) days or later in the payment of any rental due hereunder, a fee of FIFTY DOLLARS (\$50.00) shall be charged which shall be due and payable in addition to the monthly rent.

16.8 **TAXES** LESSEE shall pay all taxes and assessments, if any, on the building and land payable during the time of this Lease including any past due or delinquent real property taxes.

16.9 **NUISANCES** LESSEE shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this Lease. In case the rate of insurance on any building hereby demised or the building of which the demised premises are a part, shall be increased by reason of the use or occupancy of the demised premises, or any part thereof, by LESSEE, either for the purpose for which same are hereby demised, or for any other purpose or use to which the same may be put by LESSEE, LESSEE shall upon demand pay forthwith to LESSOR as additional rent hereunder, the increased insurance premium. But nothing herein contained shall be construed to permit the use of said demised premises, or any part thereof, for any purpose except as hereinabove provided without the written consent of LESSOR.

16.10 DEFINITIONS Whenever the word "LESSOR" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of LESSOR; and the word "LESSEE" shall include the heirs, executors, administrators, successors, assigns or legal representatives of LESSEE and the words "LESSOR" and "LESSEE" shall include the singular and plural, and the individual or business organization, subject always to the provisions herein contained as to assignment or subletting.

16.13 GOVERNING LAW AND AMENDMENTS This Lease is governed by the laws of the State of Indiana and may only be modified by means of a written agreement signed and delivered by the parties.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Agreement on the day and year first above written.

LESSOR:

South Bend & Mishawaka Investment LLC.

BY: 
Priya Lakshmi, Member

LESSEE:

Expo Western Inc.

BY: 
Priya Lakshmi, President