LEASE

THIS LEASE (this "Lease") is made this 14 day of April, 2023 ("Effective Date") by and between BROADWAY DETROIT DEVELOPMENT, LLC, a Michigan limited liability company ("Landlord"), and MARKI BEER AND WINE MARKET INC, a Michigan corporation ("Tenant").

1. **BASIC LEASE PROVISIONS:**

1.1. Project: The Building, Land, Common Areas, and related equipment, fixtures and improvements.

1.2. Building: The building containing approximately 25,864 rentable square feet ("RSF") located on land with an address commonly known as 1300 Broadway Street, Detroit, Michigan 48226 ("Land").

1.3. Premises: The premises, located at 277 Gratiot Ave., consisting of approximately 1,386 RSF located on the ground floor of the Building, as more particularly set forth in the floor plans attached hereto as Exhibit B.

1.4. Commencement Date: The Commencement Date shall be the Effective Date.

1.5. Term: One hundred twenty-six (126) full calendar months and any partial month following the Commencement Date.

1.6. Expiration Date: The date which is one hundred twenty-six (126) full calendar months (plus, if such date is not the final day of a calendar month, however many days are left in the final calendar month of the Term) after the Commencement Date.

1.7. Tenant's Percentage Share: 5.36%.

1.8. Security Deposit: $7,854.00.

1.9. Base Rent: Tenant shall pay Base Rent monthly in accordance with the below schedule:

Months	Base Rent/RSF	Annual Base Rent	Monthly Base Rent
Commencement Date - Month 12*	$24.00	$33,264.00	$2,772.00
Month 13 - Month 24	$25.00	$34,650.00	$2,887.50
Month 25 - Month 36	$26.00	$36,036.00	$3,003.00
Month 37 - Month 48	$27.00	$37,422.00	$3,118.50
Month 49 - Month 60	$28.00	$38,808.00	$3,234.00
Month 61 - Month 72	$29.00	$40,194.00	$3,349.50
Month 73 - Month 84	$30.00	$41,580.00	$3,465.00
Month 85 - Month 96	$31.00	$42,966.00	$3,580.50
Month 97 - Month 108	$32.00	$44,352.00	$3,696.00
Month 109 - Month 120	$33.00	$45,738.00	$3,811.50
Month 121 - Month 126	$34.00	$47,124.00	$3,927.00

*Notwithstanding the foregoing Base Rent table, Tenant shall receive an abatement of Base Rent only with respect to the Premises for the first six (6) consecutive months following the Commencement Date. Such abatement shall apply solely to payment of the monthly installments of Base Rent but shall not be applicable to Utilities Rent, Tenant's Percentage Share of Real Estate Taxes, Insurance Expenses and Operating Expenses, electricity or any other charges, expenses or costs payable by Tenant under this Lease. Landlord and Tenant agree that the abatement of rental and other payments contained in this Section is conditional and is made by Landlord in reliance upon Tenant's faithful and continued performance of the terms, conditions and covenants of this Lease and the payment of all monies due Landlord hereunder. In the event that Tenant defaults under the terms and conditions of this Lease beyond any applicable notice and cure period, then the unamortized portion of all conditionally abated rental (amortized over the initial Term) shall become fully liquidated and immediately due and payable (without limitation and in addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity).

1.10. Additional Rent: Shall mean all sums other than Base Rent due from Tenant under this Lease.

1.11. Permitted Use: A boutique convenience store, and for no other purpose or purposes without the prior written consent of Landlord.

1.12. Guarantor: Yuseef Jerjis.

1.13. Address for Payment of Rent:

Broadway Detroit Development, LLC
1300 Broadway Street, Suite 600
Detroit, Michigan 48226

1.14. Addresses for Notices:

Landlord: Broadway Detroit Development, LLC
1300 Broadway Street, Suite 600
Detroit, Michigan 48226
Attn: Roger Basmajian
E-Mail: rogerb@bascomi.com

with a copy to:

Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034
Attn: Michael Jacobson, Esq.
E-mail: mjacobson@taftlaw.com

Tenant: Yusef jerjis
4806 Hayman Dr, Warren MI 48092

with a copy to:

1.15. Exhibits: Shall mean the Exhibits attached hereto and incorporated herein by reference. This Lease contains the following Exhibits:
Exhibit A: Rules and Regulations
Exhibit B: Floor Plan
Exhibit C: Landlord's Work
Exhibit D: Tenant Improvements
Exhibit E: Personal Guaranty

If not defined elsewhere in this Lease, the capitalized terms above shall have the meanings ascribed to such term in this Section 1.

2. **DEFINITIONS:** The following terms will have the meanings set forth below:

2.1. Building Hours: Tenant shall have access to the Premises 24-hours a day and 7-days a week, subject to the conditions listed in Exhibit A and as otherwise provided in this Lease.

2.2. Common Areas: shall mean all areas and facilities outside the Premises and within the exterior boundaries of the Project that are not leased to other tenants and that are provided and designated by Landlord, in its sole discretion from time to time, for the general convenience and non-exclusive use of Tenant and other tenants of the Project and their authorized representatives, employees, contractors, agents, invitees and the general public, as more particularly set forth in Section 4, including, without limitation, common entrances, lobbies, pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, elevators, restrooms, stairways, decorative walls, loading areas, parking areas and roads.

2.3. Environmental Law: shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976) and SARA (Superfund Amendments and Reauthorization Act of 1986).

2.4. Hazardous Substance: shall mean any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" under any Environmental Law, including, without limitation, asbestos, petroleum and petroleum products.

2.5. Landlord's Work: shall mean the improvements made by Landlord at Landlord's cost outside of Tenant Improvements but within the Premises set forth on Exhibit C attached hereto and made a part hereof. Except for the Landlord's Work, Tenant shall take possession of the Premises in its "as-is" condition.

2.6. Legal Requirements: shall mean any and all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, the Building and/or the Project occasioned by or affecting the use thereof by Tenant, including, without limitation, the Americans with Disabilities Act.

2.7. Operating Expenses: shall mean all costs of operating, servicing, administering, managing, repairing and maintaining the Project, computed in accordance with sound accounting principles applied on a consistent basis, including by way of illustration, and not limitation, all costs of utilities (less Utilities Rent collected), trash removal, snow plowing, landscaping, cleaning and janitorial services, mechanical and elevator maintenance, maintenance of fire suppression systems, maintenance of security systems, wages, salaries, pest control, tools and supplies, exterior maintenance and lighting.

Operating Expenses shall also include the amortized costs of any capital repairs, improvements or replacements: (i) made to the Project by Landlord primarily for the purpose of reducing Operating Expenses together with interest at a commercially reasonable interest rate; or (ii) made to the Project by Landlord primarily to comply with any governmental law or regulation that was not in force at the Commencement Date, or (iii) made to the building systems, mechanicals, and other components that serve or benefit the Premises or the Common Areas.

2.8. Real Estate Taxes: shall mean all real and personal property taxes assessed to the Project. In addition, if any tax in the future is assessed upon the rent being paid hereunder, such charges shall constitute Additional Rent to be paid monthly.

2.9. Tenant Improvements: shall mean all architectural and engineering, permitting and construction improvements made by or on behalf of Tenant beyond the Landlord's Work to the Premises. Tenant Improvements shall not include furniture and equipment.

2.10. Term: the term of this Lease shall commence as of the Commencement Date and end as of the Expiration Date, unless sooner terminated as provided herein or extended pursuant to the terms of this Lease; provided, however, if the Commencement Date is not the first day of a month, then the 126-month period does not commence until the first day of the following month, and the initial partial "stub" month will be considered an extended portion of the first month of this Lease.

3. **PREMISES:**

3.1. Lease of Premises: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and subject to the agreements, covenants, conditions and provisions set forth in this Lease, to which Landlord and Tenant hereby mutually agree, the Premises defined in Section 1 above. The parties hereby stipulate the number of rentable square feet in the Premises and both parties waive the right either may have to re-measure the Premises. Landlord reserves the right to install, repair or replace any and all utility lines that pass though the Premises that serve the Building or other adjacent premises.

3.2. Delivery Requirements: Landlord shall tender possession of the Premises to Tenant in its then as-is condition; provided that Landlord, at its cost, shall perform the Landlord's Work described in Exhibit C to this Lease and Landlord reserves the right to perform the Landlord's Work subsequent to Landlord's tender of possession of the Premises to Tenant. Landlord's tender of possession of the Premises shall consist of Landlord's notification (which notification may be telephonic, by written notice, or by electronic transmission, such as by facsimile or e-mail) that possession of the Premises is then available to Tenant. Tenant's refusal to accept such tender (or avoidance thereof) shall not affect the Commencement Date and such date will be calculated as if no such refusal or avoidance had occurred. Tenant shall, as of the Commencement Date, be deemed to have (i) accepted the Premises in its then as-is condition with no right to require Landlord to perform any additional work therein (other than the Landlord's Work), and (ii) waived any express or implied warranties regarding the condition of the Premises, including any implied warranties of fitness for a particular purpose or merchantability.

3.3. Tenant Improvements: Excluding the Landlord's Work, Tenant shall bear the entire cost of its initial build-out and subsequent alterations. Tenant, in coordination with Landlord, shall undertake the interior build-out of the Premises after the Commencement Date in accordance with this Lease and Exhibit C and the corresponding approved Tenant Improvements and architectural plans, which shall have the completed architectural plans prepared by Tenant's architect delivered to Landlord no later than 30 days after the Effective Date. Landlord must approve the final architectural plans prior to any construction, such approval not to be unreasonably withheld. Any change in plans must be approved by Landlord first before constructing such, such approval not to be unreasonably withheld, otherwise Landlord shall have the ability to stop work until this condition is met.

Landlord shall contribute the following amounts towards the construction of the Tenant Improvements (the "Allowance"): Provide Twenty Thousand and 00/100 Dollars ($20,000.00) as a non-cash improvement allowance toward construction of the Tenant Improvements, which shall be credited at the time and when conditions pursuant to the credit process outlined in the last grammatical paragraph of this Section are met. Tenant shall have full responsibility for the payment of such costs of the Tenant Improvements, subject to the Allowance. Any portion of the Allowance not used during and for the construction of the Tenant Improvements shall reduce the Allowance by such amount. The Allowance shall not be used for furniture, equipment and data. Any construction outlined under Tenant Improvements, that are contracted and paid for by Landlord outside of the Allowance, shall be deducted from the Allowance.

The general contractor selected by Tenant for the Tenant Improvements shall be approved by Landlord (the "Contractor"). The Contractor shall provide appropriate builder's risk insurance coverage as to such Tenant Improvements and general liability in form and content required hereunder, naming Landlord as an additional insured. All such work shall be done in accordance with all laws, ordinances, rules, and regulations.

At the date of opening for business or securing a Certificate of Occupancy, Tenant and/or its Contractor shall submit a (i) fully completed AIA-G702 Application for Payment form or such other mutually approved application (the "Application"); (ii) a fully completed and notarized statutory sworn statement from the Contractor with respect to work performed by the Contractor covered by the Application; (iii) evidence of payment by Tenant of invoices for the Tenant Improvements of at least One Hundred Thousand and 00/100 Dollars ($100,000.00) in the aggregate; (iv) supporting unconditional final lien waivers, and releases executed by Tenant's architect, Contractor and the subcontractors; (v) a copy of a certificate of occupancy or amended certificate of occupancy required with respect to the Premises, if applicable, together with all licenses, certificates, permits and other government authorizations necessary in connection with the Tenant Improvements and the operation of Tenant's business from the Premises; and (vi) all "as built" drawings showing all of the Tenant Improvements are delivered to Landlord and its architect designated by Landlord in writing (the "Project Architect"). Landlord and the Project Architect shall have ten (10) days after receipt of the Application to inspect the work and documentation relating to any given Application. Landlord shall have thirty (30) days after receipt of an Application to credit the requested funds to Tenant (less any portion validly rejected by Landlord and the Project Architect, which disputed amount shall be immediately credited after mutual resolution of the objection) against Base Rent next coming due until such amount is exhausted; Tenant shall provide to Landlord from its Contractor, subcontractor and suppliers such conditional or unconditional waivers of lien as Landlord may reasonably require to protect Landlord from any mechanics', materialsmen's or other liens before the Allowance is credited.

3.4. Project: The Premises are a part of the Project defined in Section 1 above. Landlord may increase, reduce or change the number, dimensions or locations of the walkways, greenspace, buildings, and Common Areas, and related equipment, fixtures and improvements located in the Project in any manner that Landlord, in its sole discretion, shall deem proper. Landlord further reserves the right to make alterations and/or additions to and to build or cause to be built additional stories on the Building in which the Premises are situated and to add any buildings adjoining the Premises or elsewhere in the Project. Tenant's Percentage Share shall be equitably adjusted to reflect such changes, if any. Landlord reserves the right, upon reasonable prior notice to Tenant, to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Building and/or Project in a manner that will not materially interfere with Tenant's use of the Premises, except temporarily in the case of an emergency.

4. **COMMON AREAS:**

4.1. Tenant's Right to Use Common Areas: Landlord grants Tenant and its authorized representatives, employees, contractors, agents and invitees the non-exclusive right to use the Common Areas.

4.2. Landlord's Control: Landlord has the right to: (a) establish and enforce reasonable rules and regulations concerning the maintenance, management, use and operation of the Common Areas (the initial rules and regulations are attached to the Lease as Exhibit A); (b) close, if necessary, any of the Common Areas to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas; (c) close temporarily any of the Common Areas for maintenance purposes; and (d) select a person, firm or corporation, which may be an entity related to Landlord, to maintain and operate any of the Common Areas. Notwithstanding the above, Landlord shall provide Tenant with a means of reasonable access to and from the Premises.

5. **RENT:**

5.1. Base Rent: Tenant will pay to Landlord as rent for the use and occupancy of the Premises at the times and in the manner provided below, Base Rent in the amount specified in Section 1, payable in U.S. funds, in advance starting on the Commencement Date and on or before the first day of each succeeding calendar month thereafter during the Term, without demand, set off or deduction.

5.2. Additional Rent: Commencing on the Commencement Date, Tenant shall pay all additional charges and pass throughs described in this Lease to Landlord as Additional Rent due and payable immediately upon invoicing to Tenant. Landlord may choose to prorate an estimate of the Additional Rent charges over a twelve (12) month period and bill Tenant on a monthly basis. Landlord reserves the right to adjust up or down such estimates at any time. Landlord shall reconcile after each calendar year and either credit Tenant any excess amount it has collected or bill Tenant for any deficiencies based on actual costs ("Landlord's Reconciliation Statement"). Base Rent and Additional Rent may be referred to collectively as "Rent." Additional Rent shall include, without limitation, the following:

(a) Utilities Rent: Tenant shall be solely responsible for and promptly pay all charges for heat, water (including sewerage charges and/or taxes or other charges based on water consumption), gas, electricity or any other utility used or consumed by Tenant in the Premises ("Utilities Rent"). In the event that the Premises is not separately metered, Landlord may bill Tenant for Tenant's usage of utilities at the Premises, including a fifteen percent (15%) administrative fee, together with Tenant's Percentage Share of Common Areas utilities costs. Landlord reserves the right to use its reasonable judgment to calculate Tenant's Utilities Rent.

(b) Operating Expense Rent, Insurance Rent, and Real Estate Tax Rent: Tenant shall pay Tenant's Percentage Share of three separate and distinct Additional Rent categories: Operating Expenses, Insurance Expenses and Real Estate Taxes, as defined in this Lease. In the event the Building is not at least ninety-five percent (95%) occupied, the Operating Expenses which vary with occupancy shall be "grossed up" using sound property management and accounting practices by increasing such variable components of Operating Expenses to the amount which Landlord projects would have been incurred had the Building been ninety-five percent (95%) occupied during such year, such amount to be annualized for any partial year.

5.3. Late Fee / Default Interest: Any installment of Rent not paid when due and payable shall bear interest at 7% per annum from the date due until paid and shall be subject to a late charge in the amount equal to 5% of the amount due. In the event any check, bank draft or negotiable instrument given for any payment under this Lease shall be dishonored at any time for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to an administrative charge of $100.00. Landlord shall also be entitled for reimbursement from Tenant, for any legal fees and costs incurred collecting Rent owed by Tenant.

5.4. First Month's Rent: Tenant shall pay the first month's Base Rent in the amount of Two Thousand Seven Hundred Seventy-Two and 00/100 Dollars ($2,772.00) upon the execution of this Lease by Tenant.

5.5. Proration: If for any reason, other than the default of Tenant, this Lease commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month or year, the amount of Rent payable by Tenant for such partial month or year will be prorated on a per diem basis, as applicable.

6. **USE OF PREMISES:**

6.1. Quiet Enjoyment: Tenant, upon payment in full of the required Rent and full performance of the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term hereof. Landlord shall not be responsible for the acts or omissions of any other tenant, Tenant or third party that may interfere with Tenant's use and enjoyment of the Premises.

6.2. Effect on Insurance: Tenant shall not use any portion of the Premises for purposes other than those specified in Section 1 and no use shall be made or permitted to be made upon the Premises, nor acts done, which would cause cancellation or increase the cost of any insurance policies insuring the Project. If Landlord's insurance premiums increase due to Tenant's activity, Landlord may elect to charge Tenant directly for such additional cost as Additional Rent hereunder and Tenant shall pay Landlord for the same within ten (10) days after written demand thereof.

6.3. Miscellaneous Restrictions: Tenant will operate from the Premises for the Permitted Use set forth in Section 1 only. Tenant will not use the Premises for or permit in the Premises any offensive, noisy, or dangerous trade, business, or occupation or interfere with the business of any other tenant in the Project. Tenant agrees not to cause, permit or suffer any waste or damage, disfigurement or injury to the Premises or the fixtures or equipment thereof or the Common Areas. Tenant will not emit any offensive odors into the Project. Tenant will not obstruct the Common Areas in the Project or use the same for business operations or advertising. Tenant covenants and agrees that it will not permit, allow or cause any activity to be conducted in or at the Premises or the adoption or use of any promotion devices or practices that would tend to detract from or impair the reputation or dignity of the Project, or the general reputation or dignity of the business of others conducted in the Project including, but not limited to, bankruptcy sale, lost our Lease or going out of business sales, without the prior written consent of Landlord. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies and equipment shall be made only by way of or in the areas provided therefor by Landlord. No antenna or other object shall be erected on the roof or exterior walls of the Building. Tenant shall conduct its business at all times in a first class and reputable manner and at all times shall remain fully fixtured, fully stocked, and fully staffed. Tenant will not use the Premises for any purpose which would create unreasonable elevator loads, cause structural loads to be exceeded or adversely affect the mechanical, electrical, and plumbing or other base building systems. Tenant will at all times comply with the rules and regulations of the Project attached hereto as Exhibit A and with such additional rules and regulations as may be adopted by Landlord from time to time in Landlord's sole discretion.

6.4. Prohibited Uses: In addition, and not by way of limitation of the restrictions on use set forth herein, Tenant shall not use or permit the use of the Premises in any manner, nor shall Tenant keep the Premises in such a condition, which violates any Legal Requirements now in effect or hereafter promulgated regulating the use, condition or occupancy of the Premises, including, but not limited to, such as shall relate to the cleanliness, safety, occupation, and the use of the Premises and the nature, character, and manner of operation of the business conducted in or at the Premises, and Tenant, at its sole expense, shall promptly comply with all such applicable Legal Requirements, and will indemnify and hold Landlord harmless from any failure to comply with any Legal Requirements and from all fines, suits, proceedings, claims, demands or actions of any kind arising out of or in connection with the occupancy or use of the Premises by Tenant. Tenant shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose not approved by Landlord. Tenant shall not use or permit the use of the Premises in any manner, which will tend to create waste or a nuisance or will tend to interfere with, annoy, or disturb Landlord or any occupants of adjoining premises.

6.5. Temporary Closure: Notwithstanding anything contained in this Lease to the contrary, should Landlord determine in its sole discretion that an emergency exists that threatens the Building or Project or any of the tenants or persons therein, or any of their property, including, but not limited to, emergencies caused by persons or natural conditions outside of Landlord's control, Landlord shall have the right to close the Building and/or the Project and require all tenants, including Tenant, to evacuate the Building until such emergency ceases to exist. Such closure shall not affect Rent or the Term.

6.6. Tenant's Hours of Operation: Absent prior written approval from Landlord to the contrary, Tenant shall be open to the general public from at least 9am to 2am Monday through ~~Saturday~~ Thursday Saturday and 10 am to 10 pm on Sunday, exclusive of Holidays ("Holidays" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other nationally or regionally recognized holiday). All hours that Tenant shall be open to the general public are subject to those regulations applicable to Tenant's Permitted Use as provided in the code of the municipality where the Project is located, and to the conditions listed in Exhibit A.

7. **SIGNAGE:** Subject to any required governmental approvals, Tenant shall install, operate and maintain at its sole cost and expense signage along the façade of the Building, to be located in a mutually agreeable location by Landlord and Tenant. Such installation shall be performed by a contractor approved by Landlord in its sole discretion. All such letters and numerals shall be in the form specified by Landlord, and no other signage shall be used or permitted on the Premises.

8. **ASSIGNMENT AND SUBLETTING:**

8.1. Prohibition: Tenant shall not assign this Lease or sublet any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed, so long as no uncured default by Tenant exists under the Lease at the time of such request and no Event of Default by Tenant has occurred during the Term. The parties agree that it shall be reasonable for Landlord to withhold consent if Landlord is not satisfied with the financial condition, identity, reputation or business character of the proposed assignee or sublessee. Any change in the majority ownership, interest or control of Tenant, if Tenant is a corporation, partnership, limited liability company or other similar type entity, shall constitute an assignment for purposes of this Section. Notwithstanding any consent by Landlord, no transfer relating to this Lease or agreement entered into with respect thereto shall relieve Tenant or any Guarantor of this Lease from any liability under this Lease and Tenant and Guarantor shall remain jointly and severally liable (along with each approved assignee and sublessee, which shall automatically become liable for all obligations of Tenant hereunder with respect to that portion of the Premises so transferred), and Landlord shall be permitted to enforce the provisions of this Lease directly against Tenant, Guarantor, if applicable, or any assignee or sublessee without proceeding in any way against any other party. In the event of an assignment, contemporaneously with the granting of Landlord's consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefor along with Tenant. No usage of the Premises different from the usage provided for in Section 1 above shall be permitted, and all other Terms and provisions of the Lease shall continue to apply after such assignment or sublease.

8.2. No Profit: All cash or other consideration received by Tenant as the proceeds of any assignment or sublease of Tenant's interest in this Lease and/or the Premises, whether consented to by Landlord or not shall be paid to Landlord, notwithstanding the fact that such proceeds exceed the Rent due hereunder, unless Landlord agrees to the contrary in writing, and Tenant hereby assigns all rights it might have in any such proceeds to Landlord. This covenant and assignment shall benefit Landlord and its successors in ownership of the Building and shall bind Tenant and Tenant's heirs, executors, administrators, legal representatives, successors and assigns. Any assignee, sublessee or purchaser of Tenant's interest in this Lease, by occupying the Premises and or assuming Tenant's obligations hereunder, shall be deemed to have assumed liability to Landlord for all amounts paid to persons other than Landlord in consideration of any such sale, assignment or subletting, in violation of the provisions hereof.

9. OPTIONS TO EXTEND/HOLDOVER:

9.1. Option to Extend: Provided that (i) no Event of Default has occurred during the Term of this Lease, (ii) Tenant has not received written notice from Landlord of a default hereunder by Tenant which is on-going as of the date Tenant exercises the option, and (iii) has not been late in payment of rental charges more than three (3) times during the Term of this Lease, Tenant may renew this Lease for two (2) additional successive periods of five (5) years each (each an "Extension Option"). To exercise an Extension Option, Tenant shall provide Landlord with written notice of its decision to exercise the Extension Option no earlier than twelve (12) months before the expiration of the then-current Term, and no later than nine (9) months before the expiration of the then-current Term, time being of the essence, notify Landlord in writing of its desire to extend. For each Extension Option, Landlord shall notify Tenant of the Base Rent for such extended Term in writing. If Tenant is not satisfied with the Base Rent for the such Extension Option, Tenant shall notify Landlord in writing within ten (10) days, and the Term shall not be so extended; provided, however Tenant's failure to provide written notice within such ten (10) day period shall be deemed Tenant's acceptance of Landlord's determination of Base Rent during the extended Term. Tenant's rights under this Section 9 shall terminate if (i) the Lease or Tenant's right to possession of the Premises is terminated, (ii) Tenant assigns any of its interest in the Lease or sublets any portion of the Premises, or (iii) Tenant fails to timely exercise its option under Section 9.1 time being of the essence with respect to Tenant's exercise thereof. Tenant shall have no further renewal options unless expressly granted by Landlord in writing.

9.2. Holding Over: In the event Tenant does not extend the Term of this Lease as herein provided, and holds over beyond the expiration of the Term, Tenant shall become a tenant at sufferance only, at a rental rate equal to 150% of the Base Rent in effect immediately prior to expiration of the Term (prorated on a daily basis), and otherwise subject to the terms, provisions, and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute consent to a holdover tenancy hereunder or result in a renewal. The foregoing provisions of this Section 9.2 are in addition to, and do not affect, Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon expiration or other termination of this Lease. The provisions of this Section 9.2 shall not be considered to limit or constitute a waiver of any other rights or remedies of Landlord provided in this Lease or at law. In addition to the foregoing, if Tenant fails to surrender the Premises to Landlord on the Expiration Date in the condition required by Section 10.4 below, Tenant shall indemnify, defend, and hold harmless Landlord from and against all actions, demands, liabilities, damages, losses, costs, expenses, attorneys' fees, and claims resulting from such failure, including, without limitation, any claim for damages made by a succeeding tenant.

10. MAINTENANCE, REPAIRS, ALTERATIONS:

10.1. Tenant's and Landlord's Obligations: Landlord shall keep in good order and repair, in Landlord's sole discretion, the Common Areas. Landlord shall have no responsibility for any repairs, maintenance or replacements relating to the Premises, except Landlord shall make repairs to the Premises which are structural in nature, or repairs which are required by reason of fire or other casualty, or which are required by any applicable law, order, regulation, or ordinance other than pertaining to the occupancy of the Premises for the Permitted Use, provided, however, that Tenant, at Tenant's cost, shall make all repairs and replacement arising from any acts, neglect, or fault of any of its employees, contractors, agents, or invitees. Except as otherwise provided in this Section 10.1, Tenant, at Tenant's cost, shall be liable for repairs, replacements and maintenance of the Premises. Tenant shall keep the Premises in good order and repair, and in a clean, sanitary and safe condition. Tenant shall be responsible to keep in good order and repair all non-structural elements of the Premises, including, without limitation, all doors, windows, ceilings, glass, floors, furniture, building systems and equipment, elevators, light bulbs and fixtures, above-ground and underground electrical and plumbing, and, at the expiration of the Term, Tenant shall yield and deliver up the same in like condition as when taken. If Tenant fails to make such repairs or replacements within thirty (30) days after receipt of written notice from Landlord, Landlord may, at Landlord's option, make such repairs or replacements, and Tenant shall reimburse Landlord for the cost of such repairs or replacements, plus an administrative charge equal to five percent (5%) of the cost of such repairs or replacements. Reimbursement for all repairs performed by Landlord pursuant to this Section 10.1 shall be payable as Additional Rent by Tenant to Landlord within ten (10) days following Tenant's receipt of an invoice from Landlord.

10.2. Limitations: Tenant may not make any improvements or alterations to the Premises without the prior written consent of Landlord, which may be given or withheld in Landlord's sole discretion. All repairs, improvements or alterations will be made by a licensed and insured contractor approved by Landlord, in its sole discretion, and shall be performed in a good and workmanlike manner. All materials used shall be of a quality comparable to or better than those in the Premises and shall be in accordance with plans and specifications approved by Landlord, in its sole discretion.

10.3. Liens: Tenant will keep the Project free and clear of all construction, mechanics, material men's, laborer's and supplier's liens, resulting from construction done by Tenant, or its employees, agents or contractors. The interest of Landlord in the Premises and the Project shall not be subject to liens for improvements made by or on behalf of Tenant. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all costs and liabilities (including attorneys' fees and expenses) and any and all construction, mechanic's, material men's, laborer's or supplier's liens arising out of any improvements or construction performed by or on behalf of Tenant. All persons and entities contracting or subcontracting with Tenant relative to the Premises or the Project are hereby placed on notice of the provisions of this Section, and Tenant shall further notify in writing such persons or entities of the provisions of this Section prior to commencement of any work in the Premises. If any construction, mechanic's, material men's, laborer's or supplier's lien is claimed, fixed or asserted against the Premises or any other portion of the Project in connection with any such work, Tenant shall, within 10 days after receipt by Tenant of notice of such lien, discharge same as a lien either by payment or by posting of bond as permitted by law. If Tenant shall fail to discharge any such lien, whether valid or not, within 10 days after receipt of notice from Landlord, Landlord shall have the right, but not the obligation, to discharge such lien on behalf of Tenant and all costs and expenses incurred by Landlord associated with the discharge of the lien, including, without limitation, attorneys' fees, shall constitute Additional Rent hereunder and shall be immediately due and payable by Tenant.

10.4. Surrender of Premises: On the last day of the Term hereof or any earlier termination, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when received. Tenant shall not remove its trade fixtures. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's furnishings and equipment.

11. **ENTRY AND INSPECTION:** Tenant shall permit Landlord or Landlord's agents to enter upon the Premises at reasonable times upon reasonable prior verbal notice for the purpose of inspecting the same, performing any services and repairs required by Landlord, repairing, replacing or installing any utility lines that pass through Premises, but serve the Building or other premises, showing the Premises to potential and existing mortgagees, insurance companies, appraisers, assessors, purchasers, prospective tenants, and any other party Landlord deems necessary. Notwithstanding the foregoing, Landlord is not required to give notice to Tenant if Landlord must enter the Premises because of an emergency. Tenant will permit Landlord at any time within 180 days prior to the expiration of this Lease, to show the Premises to prospective tenants without prior notice.

12. **INDEMNIFICATION:**

12.1. Indemnification: Subject to Section 15 below, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, losses, damages, costs and expenses (including attorneys' fees and expenses) arising out of Tenant's use or occupancy of the Premises. Landlord shall not be liable to Tenant for any damages arising out of any act or omission of any other occupant of the Project or by any owner or occupant of adjoining or contiguous property. The provisions of this Section 12.1 shall survive the termination of this Lease.

12.2. Release: Tenant does hereby fully and forever release, remise, acquit and discharge Landlord and all its property management agent(s), and their respective partners, managers, members, officers, directors, employees, agents, attorneys, affiliates, subsidiaries, parents, heirs, legal representatives, successors and assigns, and each of them, from any and all claims, demands, debts, obligations, liabilities, bonds, notes, guaranties, controversies, agreements, actions, causes of action, suits, damages (including direct, special, consequential, remote, foreseeable, unforeseeable, and punitive damages), legal fees and other responsibilities of any nature or kind whatsoever, at law, in equity, or otherwise, liquidated or unliquidated, known or unknown, sounding in tort, in contract, or under any other legal theory, or arising under statute or under any other law or regulation, and whether contingent or matured (specifically excluding, without limitation, damage and liabilities allegedly arising as a result of the released parties' gross negligence or intentional misconduct) which the releasing parties, or any of them, now have or has or could have against or involving the released parties, or any of them, heretofore having arisen, or arising hereafter, out of or in any way in connection with any act or omission or alleged act or omission of any of the released parties in connection with this Lease. The provisions of this Section 12.2 shall survive the termination of this Lease.

13. **TENANT'S INSURANCE:** At all times during the Term of this Lease, Tenant shall, at its sole expense, procure and maintain the following types of insurance coverage:

13.1. Commercial General Liability: Commercial general liability insurance, including bodily injury and property damage liability, products and completed operations, personal and advertising injury liability, and fire damage liability against any and all damages and liability, including attorneys' fees and expenses, on account of or arising out of injuries to or the death of any person or damage to property, however occasioned, in, on or about the Premises in amounts not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, and $2,000,000 fire damage liability.

13.2. Personal Property: Insurance on all-risks basis covering 100% of the replacement cost value of Tenant's personal property at the Premises including, without limitation, trade fixtures, merchandise, furnishings, equipment, goods and inventory.

13.3. Business Income: a) Business interruption insurance for a period of not less than 12 months from the date of fire or casualty; b) Loss of rents insurance to cover rental loss of Landlord for a period of not less than 12 months from the date of fire or casualty, naming Landlord as loss payee.

13.4. Employer's Liability/Workers' Compensation: Tenant shall maintain workers compensation insurance in accordance to Michigan law.

13.5. Other Insurance: Such other insurance and in such amounts as may be required by Landlord against other insurable hazards as at the time are commonly insured against by prudent owners of comparable office projects in the area in which the Project is located.

13.6. Form of Insurance/Companies: All insurance provided for herein shall be in a form satisfactory to Landlord in its sole discretion and carried with insurance companies acceptable to Landlord in its sole discretion that are licensed and authorized to do business in the State of Michigan, and are in good standing with the Department of Insurance and Financial Services for the State of Michigan. Landlord shall be named as an additional insured with respect to Tenant's commercial general liability insurance, including any umbrella or excess policies. Tenant shall furnish Landlord at the inception of this Lease (i) a certificate of insurance evidencing that all such insurance is in effect. Landlord will be given at least 10 days prior written notice of cancellation, non-renewal or material modification, and (ii) proof that premiums have been paid by Tenant. Not later than the expiration of any insurance policy, evidence of renewals or replacements of such policy shall be delivered to Landlord, together with proof of payment of the associated premiums. In the event Tenant shall fail to procure any contract of insurance required under the terms hereof or any renewal of or replacement for any contract of insurance that is expiring or has been canceled, such failure shall constitute a default under this Lease, permitting termination of this Lease by Landlord. Tenant may provide such insurance through 'blanket' insurance coverage.

14. **LANDLORD'S INSURANCE:**

14.1. All Risk: Landlord shall maintain fire and extended coverage insuring the Project (which may include vandalism and malicious mischief coverage) in an amount in Landlord's sole discretion, or in such amounts as any mortgagee of Landlord shall require, with such deductibles as shall be determined by Landlord from time to time in Landlord's sole discretion. Landlord also reserves the right to provide the insurance required hereunder as part of a blanket policy. The premiums, costs, expenses, and deductibles (or similar costs or charges) of and/or with respect to any such insurance in connection with the Project (all of the preceding, collectively, "Insurance Expenses") shall be passed through to the tenants of the Project, including Tenant, as Additional Rent in accordance with Sections 1.10 and 5.2. Payments for losses thereunder shall be made solely to Landlord or Landlord's mortgagee as their interests shall appear. In the event of blanket insurance, Landlord shall allocate that portion of the blanket premium associated with the Project to Insurance Expenses for the Project in Landlord's sole discretion.

14.2. Liability: Landlord may maintain a policy or policies of commercial general liability insurance with respect to the Common Areas and the activities thereon in such amounts as Landlord may determine in its sole discretion, or any mortgagee of Landlord may require, the cost of which shall be considered Insurance Expenses passed through to the tenants of the Project, including Tenant, as Additional Rent in accordance with Sections 1.10 and 5.2.

15. **SUBROGATION:** Landlord and Tenant shall each obtain from their respective insurers under all policies of property insurance maintained by either of them at any time during the Term hereof insuring or covering the Premises or the Project, as applicable, a waiver of all rights of subrogation which the insurer might otherwise have. Landlord and Tenant each waive any right to recover against the other for damages to personal property or damages to all or any portion of either or both of the Premises, Building and the Project, arising by any cause whatsoever, to the extent such damages and claims are (a) insured against, or (b) required to be insured against by Landlord or Tenant under this Lease. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier.

16. **UTILITIES AND SERVICES:**

16.1. Standards: Tenant shall provide and pay for its own heating, ventilation, air conditioning ("HVAC"), water for reasonable and normal drinking and lavatory use, trash removal, sewer and wastewater services, and janitorial services. Without limiting the generality of the foregoing, during the Term Tenant shall maintain in force a maintenance contract with a reputable HVAC service contractor approved by Landlord (which approval shall not be unreasonably withheld or delayed) providing for quarterly inspection and maintenance of all HVAC units servicing the Premises, and Tenant shall furnish to Landlord a copy of said contract annually and from time to time upon Landlord's request. Tenant shall be solely responsible for and shall promptly pay, as and when the same become due and payable, all charges for electricity used or consumed in the Premises and supplied by a public utility or public authority or any other person, firm or corporation supplying the same.

16.2. Temporary Interruption: Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop or interrupt or reduce any of the services listed in this Section 16 or to stop or interrupt or reduce any other services, required of Landlord under this Lease, whenever and for so long as may be necessary, by reason of (i) accidents, emergencies, strikes or the occurrence of any other events of force majeure, (ii) the making of repairs or changes which Landlord is required by law or is permitted by this Lease to make or in good faith deems necessary, (iii) any other cause beyond Landlord's reasonable control. Landlord does not warrant that the services provided for in this Lease will be free from interruption or stoppage resulting from the above causes, and specifically no reduction, interruption or stoppage of any such services for any reason, shall be construed as a constructive eviction of Tenant nor shall the same cause any abatement of the Rent payable hereunder or in any manner or for any purpose relieve Tenant from any of Tenant's obligations hereunder, and in any event, Landlord shall not be liable for any loss, cost or damage, direct or consequential, of any nature arising in connection with interruption or stoppage of any of such services or for any damage to persons or property resulting therefrom. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Section 16.

16.3. Security: Except as set forth below, Landlord shall have no obligation to provide any security whatsoever for the Building, the Premises, the Project and/or Tenant's business therein. Tenant does hereby acknowledge and agree that it shall provide and be solely responsible for its own security, at Tenant's sole cost and expense, as may be required for the operation of Tenant's business within the Premises and Landlord shall have no liability to any Tenant or its employees, agents or invitees for losses due to theft or burglary, or for damages done by unauthorized persons in the Premises, the Building, any parking facility, or the Project or for any injury, trauma or other harm to any person, and neither shall

Landlord be required to insure against any such losses. Notwithstanding the foregoing, Tenant acknowledges and agrees Landlord may, but will not be required to, adopt and provide security services for the Project from time to time. Tenant shall cooperate fully in any efforts of Landlord to maintain security in the Project and shall follow all rules and regulations promulgated by Landlord with respect thereto. Tenant and its employees, agents and invitees waive any claims they may have against Landlord arising out of any security services provided by Landlord, or the inadequacy or absence thereof.

17. **CONDEMNATION:** If the whole or substantially the whole of the Building or Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building and/or Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building, Premises or Project is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may, at its option, terminate this Lease by giving written notice thereof to Tenant. If this Lease is not terminated upon any such taking or sale, and if the Premises are affected, the Base Rent payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and, if affected, the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building and Landlord's Work in the Premises, if constructed by Landlord pursuant to Exhibit C, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such taking. All amounts awarded upon a taking of any part or all of the Project, Building, or Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claim to any such compensation, provided, however, that Tenant shall be entitled to retain any amount awarded to it for its trade fixtures and moving expenses only.

18. **TRADE FIXTURES:** Any and all improvements made to the Premises during the Term hereof (including trade fixtures) shall belong to Landlord without compensation, allowance or credit to Tenant. Tenant shall be directly responsible for taxes upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises.

19. **DESTRUCTION OF PREMISES:**

19.1. Termination or Repair: If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord if Landlord does not otherwise have actual knowledge thereof. In case the Building or the Project shall be so damaged that substantial alteration or reconstruction of the Building or the Project shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty), or in the event Landlord's mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building or the Project, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 90 days after the date of such casualty. If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building and Premises, except that Landlord's obligation to restore shall not require Landlord to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty. Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damage resulting from any casualty contained under this Section occurs during the last 12 months of the Term.

19.2. Damages From Certain Causes: Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from any casualty or damage to the Premises or the repair thereof. If the Premises or any other portion of the Building or Project be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, contractors, employees, or invitees, Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building or Project caused thereby to the extent such cost and expense is not covered by insurance proceeds.

20. **HAZARDOUS SUBSTANCES:**

20.1. Tenant's Responsibilities: At its own expense, Tenant will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Project by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substances brought upon the Premises by Tenant to be removed from the Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant will, in all respects, handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the Lease, Tenant will cause all Hazardous Substances placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substances in or about the Premises or the Project, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

20.2. Indemnification: If the Premises or the Project become contaminated in any manner for which Tenant is legally liable or is otherwise affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify Landlord of the release or discharged of the Hazardous Substance, and Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Project, Premises, damages caused by loss or restriction of' rentable or usable space, or any damages caused by adverse impact on marketing of the space and any and all sums paid for settlement of claims, attorneys, fees and expenses, consultant fees and expert fees) arising during or after the Term of this Lease and arising as a result of such contamination, release, or discharge. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. This provision shall survive termination of the Lease.

21. **EVENTS OF DEFAULT:** If one or more of the following events ("Event of Default") occurs, such occurrence shall constitute a breach of this Lease:

21.1. Rent: Tenant fails to pay Base Rent or Additional Rent, as and when the same becomes due and payable, and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or

21.2. Other Provisions: Tenant fails to perform or observe any other agreement, covenant, condition or provision of this Lease to be performed or observed by Tenant as and when performance or observance is due (or immediately if the failure involves a hazardous condition), and such failure continues for more than thirty (30) days after Landlord gives written notice thereof to Tenant, provided, that in the case of any default referred to in this Lease which is reasonably susceptible of cure but cannot with diligence be cured within such thirty (30) day period (which does not involve a hazardous condition), then, provided that Tenant at all times proceeds with good faith due diligence to cure such default, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with continuous, good faith due diligence, but in no event shall the allowable cure period exceed ninety (90) days; or

21.3. Abandonment: Tenant abandons or vacates the Premises or removes furniture, fixtures or personal property, except in the normal course of business; or

21.4. Insolvency: Tenant or Guarantor (a) files or consents to the filing against it of a petition for relief or reorganization or any other petition in bankruptcy or liquidation; (b) makes an assignment for the benefit or its creditors; (c) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers; or (d) takes action for the purpose of any of the foregoing; and in the case of Guarantor a replacement for Guarantor acceptable to Landlord is not provided within 30 days after the filing or occurrence of any matters in subsection (a) - (d) above; or

21.5. Attachments: This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within 60 days; or

21.6. Assignment/Sublease: Tenant attempts to assign or sublease its interest in this Lease or any portion of the Premises without Landlord's prior written consent.

22. **REMEDIES UPON DEFAULT:**

22.1. Termination: In the event of any Event of Default, Landlord may, at its option, terminate the Lease and repossess the Premises pursuant to the laws of the State of Michigan and recover from Tenant as damages:

(a) the unpaid Rent and other amounts due at the time of termination plus interest thereon at the maximum lawful rate per annum from the due date until paid; and

(b) the balance of all Rent which would have otherwise become due through the natural Expiration Date of the Lease plus interest thereon at the maximum lawful rate per annum; and

(c) the unamortized cost of broker commissions paid for this Lease, the unamortized cost of any Tenant Improvements installed by or paid for by Landlord (including the Allowance), and reimbursement for any rent-free occupancy periods granted to Tenant; and

(d) all costs of re-letting the Premises; and

(e) any other amount necessary to compensate Landlord for damages arising out of Tenant's failure to perform its obligations under the Lease, including, without limitation, the legal costs and fees cost of recovering the Premises and collecting Tenant's debt to Landlord.

22.2. Landlord's Options: In the event of any Event of Default, Landlord may, in the alternative, (i) continue this Lease in effect and enforce its rights and remedies under the Lease, including the right to recover the Rent as it becomes due under the Lease; or (ii) terminate Tenant's right of possession (but not this Lease) and repossess the Premises pursuant to the laws of the State of Michigan in which event Landlord may, but shall be under no obligation to relet the Premises for the account of Tenant for such Rent and upon such Terms as shall be satisfactory to Landlord. For the purpose of such re-letting Landlord is authorized by Tenant to decorate or make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient, at Tenant's expense. Tenant shall also be responsible for Rent for the period that the Premises are vacant and all costs of re-letting, including, without limitation, brokerage commissions and attorneys' fees. Tenant shall be liable for any deficiency of such rental below the Rent provided for the unexpired balance of the Term of this Lease. If said breach of the Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease; or (iii) exercise any and all other rights and remedies available to Landlord at law or in equity. Tenant shall be responsible for reimbursing Landlord for all costs and legal fees associated with the Event of Default and Landlord's attempt to enforce the Lease.

23. **SECURITY DEPOSIT:** Simultaneously with the execution of this Lease, Tenant has paid or will pay Landlord the Security Deposit set forth in Section 1, if any, shall secure the performance of obligations hereunder. Landlord may, but shall not be obligated to, apply all or portions of the Security Deposit on account of Tenant's obligations hereunder. In the event that Landlord applies all or a portion of the Security Deposit to Tenant's obligations hereunder, Tenant shall be obligated, within 10 days of receipt of notice from Landlord, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated in Section 1 above. Failure to deposit such cash shall be a default under the Terms of this Lease. Provided Tenant is not in default, any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of the last month's Rent. No interest shall be paid by Landlord on the Security Deposit. In the event of a sale of the Project, Landlord shall have the right to transfer the Security Deposit to the purchaser, upon such transfer Landlord shall have no further liability with respect thereto, and Tenant agrees to look solely to such purchaser for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit in a segregated account, and the Security Deposit may be commingled with other funds of Landlord.

24. **LIEN FOR RENT:** To secure the faithful performance of all covenants, conditions and agreements of this Lease to be performed and observed by Tenant and to secure the payment of all rent and other sums which may be due Landlord under this Lease, Tenant hereby grants Landlord a security interest in all personal property, equipment, fixtures, chattels, inventory, furniture, goods and general intangibles (including the Liquor License) and the proceeds thereof, whether now owned or hereafter acquired, which may at any time be placed in or upon the Premises or used or useable in connection with Tenant's business; provided, however, Landlord's lien rights granted hereunder shall automatically be subordinate to the rights of any equipment or personal property lessor with respect to the equipment or personal property leased by it to Tenant. If desired by Landlord, Tenant shall enter into a separate security agreement for the purpose of documenting the security interest granted to Landlord by Tenant under this Lease. Landlord hereby consents to Tenant's use of purchase money financing and capital leases for restaurant equipment. Upon the occurrence of an Event of Default, Landlord may exercise any of its rights and remedies provided by the Uniform Commercial Code in effect in the State of Michigan. The proceeds of any such sale, after payment of Landlord's expenses, shall be applied to the payment of Tenant's obligations hereunder and satisfaction of such Event of Default. Enforcement of this security interest shall be in addition to and shall not waive, alter, limit or affect in any manner any other remedies available to Landlord. Tenant agrees that upon Landlord's request it shall execute and deliver all such financing statements as may be necessary to perfect this security interest. Notwithstanding anything to the contrary, Landlord subordinates its landlord's lien on any of Tenant's furniture, fixtures and equipment financed by a third-party lender to such third-party lender and Landlord agrees to execute a document reasonably acceptable to Tenant, Landlord and such third-party lender, upon the request of such third-party lender to evidence such subordination.

25. **LIMITATIONS ON LANDLORD'S LIABILITY:** If Landlord is in default of this Lease, and as a consequence Tenant recovers a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy against the right, title, and interest of Landlord in the Project, and out of rent or other income from the Project receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title, and interest in the Project. Notwithstanding anything contained in this Lease

to the contrary, under no circumstances whatsoever shall Landlord nor any of Landlord's shareholders, members, officers, directors, agents, property managers, employees, contractors, or the partners comprising Landlord (if any) be liable for any incidental, indirect, special, consequential or punitive damages, including, without limitation, lost profits, nor be personally liable for any deficiency.

26. **SALE OR TRANSFER OF PROJECT:** If Landlord sells or transfers the Project (whether voluntarily or involuntarily), Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit and/or prepaid rent to Landlord's successor-in-interest and on such transfer Landlord shall be discharged from any further liability arising from the security deposit or prepaid rent.

27. **ATTORNEYS' FEES:** In the event there is any legal action or proceeding between Landlord and Tenant to enforce any provision of this Lease, the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

28. **WAIVER:** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver of such term. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement contained herein or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the applicable Rent payment due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease.

29. **SEVERABILITY:** If any clause or provision of this Lease is deemed illegal, invalid or unenforceable under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be legal, valid and enforceable.

30. **NOTICES:** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), (ii) sent by overnight courier, with request for next business day delivery, or (iii) sent by registered or certified U.S. mail, postage prepaid, return receipt requested, to the addresses set forth in Section 1. All notices sent by U.S. mail will be deemed received 3 days after the date of mailing.

31. **TIME:** Time is of the essence with respect to the obligations of any party under this Lease.

32. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the assigns and successors-in-interest to Landlord and is binding upon and inures to the benefit of Tenant and Tenant's heirs and successors and, to the extent assignment by Tenant is approved by Landlord, Tenant's assigns.

33. **SUBORDINATION:** This Lease is and shall be subject and subordinate to the lien of any mortgages which are now or shall at any future time be placed upon the Project, and to any renewals, extensions, modifications or consolidations thereof. This clause shall be self-operative and no further instrument of subordination need be executed. In confirmation of such subordination, however, Tenant shall, within ten (10) days after Landlord's written request therefor, execute promptly any subordination agreement that Landlord may reasonably request.

34. **ESTOPPEL CERTIFICATE:** Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the Rent and other charges are paid in advance, if any; and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser of the Premises.

At Landlord's option, Tenant's failure to deliver such statement within such time shall be (A) an Event of Default or (B) relied upon as conclusive evidence that: (i) that this Lease is in full force and effect, without modification, except as may be represented by Landlord; (ii) that there are no uncured defaults in Landlord's performance; and (iii) that not more than one month's Rent has been paid in advance.

35. **FINANCIAL STATEMENTS:** Tenant shall furnish Landlord, within ten (10) business days after Landlord's request thereof, Tenant's and any Guarantor's most recent financial statements.

36. **REPRESENTATIONS; AUTHORITY:**

36.1. Tenant: Tenant represents and warrants that: (i) there are no proceedings pending or, to the knowledge of Tenant, threatened before any court or administrative agency that would materially adversely affect the ability of Tenant to enter into this Lease or the validity or enforceability of this Lease; (ii) there is no provision of any existing mortgage, indenture, contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Lease; (iii) if Tenant is a corporation, limited liability company, partnership or other legal entity, the person executing this Lease on behalf of Tenant represents and warrants that this Lease has been authorized and approved by the appropriate officers, members, managers, partners, beneficiaries, shareholders or other beneficial owner(s) of Tenant as may be required by law; (iv) Tenant is in good standing, qualified to do business in the State of Michigan; (v) Tenant has full right, power and lawful authority to execute, deliver and perform its obligations under this Lease, in the manner and upon the terms contained herein; and (vi) the financial information provided by Tenant to Landlord materially and accurately depicts the financial condition of Tenant as of the Effective Date of this Lease.

36.2. Landlord: Landlord represents and warrants to Tenant that Landlord has full right, power and lawful authority to execute this Lease, in the manner and upon the terms contained herein, and to grant the estate herein demised.

37. **JOINT AND SEVERAL LIABILITY:** In the event that more than one person or entity executes the Lease as Tenant, all such persons and entities shall be jointly and severally liable for all of Tenant's obligations hereunder.

38. **FORCE MAJEURE:** Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond Landlord's control which shall include, without limitation, all labor disputes, civil commotion, civil

disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, inability to obtain any material, services or financing or Acts of God.

39. **GUARANTY:**. Tenant shall cause the Guarantor identified in Section 1 of the Basic Lease Provisions to execute a personal guaranty of the obligations of Tenant under this Lease in the form of Exhibit E attached hereto.

40. **RECORDING:** Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent of Landlord, which may be given or withheld in its sole discretion.

41. **BROKERS:** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than Zef Lulgjuraj, representing Tenant. Each of Landlord and Tenant shall indemnify, defend and hold the other harmless from and against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under such indemnifying party. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

42. **ENTIRE AGREEMENT:** The foregoing together with all Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

43. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of Michigan.

44. **EFFECT OF DELIVERY OF THIS LEASE: LANDLORD HAS DELIVERED A COPY OF THIS LEASE TO TENANT FOR TENANT'S REVIEW ONLY, AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER TO TENANT OR OPTION TO LEASE. THIS LEASE SHALL NOT BE EFFECTIVE UNTIL A FULLY EXECUTED COPY OF THIS LEASE HAS BEEN DELIVERED TO BOTH LANDLORD AND TENANT.**

45. **WAIVER OF THE RIGHT TO TRIAL BY JURY: LANDLORD AND TENANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT LANDLORD OR TENANT MAY HEREINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS LEASE OR THE PREMISES WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**

46. **BANKRUPTCY:** Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that, in any event, Landlord is entitled under the Bankruptcy Code to adequate assurances of future performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term "adequate assurance" shall include at least the following:

(a) In order to assure Landlord that the proposed assignees will have the resources with which to pay all Base Rent, Additional Rent or other sum payable by Tenant pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant or any Guarantor (whichever is greater) on the date this Lease became effective, increased by 7%, compounded annually, for each year from the Commencement Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.

(b) Any proposed assignee must have been engaged in the conduct of business for the 5 years prior to any such proposed assignment, which business does not violate the Permitted Use, and such proposed assignee shall continue to engage in the Permitted Use and will not cause Landlord to be in violation or breach of any provision in any other lease, financing agreement, operating agreement or other agreement relating to the Project. It is understood and agreed that the Project will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

(c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

47. **SURVIVAL:** Anything contained in this Lease to the contrary notwithstanding, the expiration or termination of the Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations accruing prior to the expiration or termination of the Term, all of which shall survive the same, whether or not same is expressly stated in this Lease, including, without limitation, Tenant's obligations with respect to: (i) the payment of Rent, (ii) any provisions of this Lease with respect to indemnification of Landlord made by Tenant; and (iii) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

48. **COUNTERPARTS:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for Lease, and it is not effective until execution and delivery by both Landlord and Tenant. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument bearing the date first indicated above. An executed counterpart of this Lease transmitted by pdf or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Lease and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

49. **TELECOM:** Tenant understands and agrees that Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof) to any telecommunications service provider whatsoever, and that Tenant shall not have the right to demand or require Landlord to grant such access to any such telecommunications service provider. Tenant shall not have the right to use the risers, raceways, conduits, or mechanical rooms in the Building for telecom purposes without Landlord's express written consent, which consent Landlord may withhold or condition in its sole discretion.

50. **CONFIDENTIALITY:** Tenant agrees, on behalf of Tenant and Tenant's employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease or the results of any audit of Landlord's books and records under this Lease to any third party except (i) legal counsel to Tenant, (ii) any assignee of Tenant's interest in this Lease or any subtenant of Tenant relative to the Premises (or any portion thereof), (iii) as required by applicable law or by subpoena or other similar legal process, or (iv) for financial reporting purposes.

51. **NO OFFER:** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

52. **MISCELLANEOUS:** The parties acknowledge that the Premises is subject to a Commercial Rehabilitation Exemption Certificate Agreement with the City of Detroit (the "CREC") and Brownfield Development Financing Agreement with the City of Detroit (the "TIF"). Tenant agrees that so long as the CREC and TIF are in effect (a) upon at least ten (10) business days written notice the Tenant shall verify for Landlord the number of full-time employees (as defined in the CREC) which are then employed by Tenant at the Premises, and (b) Tenant shall cooperate with and provide any necessary documents or information for Landlord to comply with the CREC, TIF and the Historic Restrictions placed on the Project, and necessary to receive or continue any historic tax credits, abatements and/or other incentives provided to or proposed for the Project.

[Signature Page Follows]

[*Signature Page to Lease*]

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

LANDLORD:

BROADWAY DETROIT DEVELOPMENT, LLC, a Michigan limited liability company

By:____________________
Name: Roger Basmajian
Title: managing member

TENANT:

MARKI BEER AND WINE MARKET INC, a Michigan corporation

By: Yuseef
Name: Yuseef Jorjis
Title: Inc

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EXHIBIT A

RULES AND REGULATIONS

1. In the event of any conflict between these rules and regulations and the express provisions of the Lease, the express applicable provisions of the Lease shall prevail. Landlord reserves the right, without the approval of Tenant, to rescind, add to and/or amend any of these rules and regulations.

2. Tenant must promptly comply with all laws, ordinances, lawful orders, and regulations affecting the Premises and the cleanliness, safety, occupancy, and use of the Premises.

3. The sidewalks, entries, passages, corridors, lobbies, elevators and staircases shall not be obstructed or used by Tenant or its agents, contractors, invitees or employees for any purpose other than ingress and egress. Landlord reserves control of the Common Areas and all parts of the Project employed for the common benefit of all tenants.

4. Tenant shall comply with all safety, fire protection and evacuation plans established by Landlord and/or any applicable governmental agency.

5. Tenant, and its agents, contractors, invitees or employees shall not bring in, take out, position, construct, install or move any safe, furniture or other heavy equipment without first obtaining the consent in writing of Landlord. All damage done to the Project by moving or using any such heavy equipment or furniture shall be repaired at the expense of Tenant.

6. Landlord reserves the right to refuse access to any persons that Landlord in good faith judges to be a threat to the safety, reputation, or property of the Project and/or its occupants.

7. Tenant and its agents, contractors, invitees or employees shall not at any time place, leave, or discard any rubbish, paper, articles, or object of any kind whatsoever outside the doors of the Premises or in the corridors or passage ways of the Project, except in appropriate receptacles.

8. If any license or permit is required for the proper and lawful conduct of the Permitted Use or if a failure to procure such a license or permit might, in any way, affect Landlord or the Premises, Tenant, at Tenant's expense, must duly procure and maintain the license or permit. Tenant, at Tenant's expense, must always comply with the requirements of each license and permit.

9. Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Premises.

10. All deliveries or shipments of any kind to and from the Premises including loading of goods, shall be made by way of the rear of the Premises or at any other location designated by Landlord, and only at such time designated for such purpose by Landlord.

11. Tenant shall not use the public or common areas of the Premises for business purposes or special events unless prior approval in writing has been granted by Landlord.

12. Prior to installation, Landlord must approve in writing all signs of any type which are to be installed or displayed in the common areas. Unauthorized signs will be removed by Landlord without notice at Tenant's expense.

13. Garbage, rubbish, and refuse stored inside shall be maintained in the Premises in specific containers or a refuse room that is vented properly, that can contain and store materials free of odors and nuisances and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall provide or designate a service for picking up refuse and garbage at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all loading areas in a clean manner satisfactory to Landlord.

14. Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

15. Tenant shall store and/or stock in the Premises only such merchandise as Tenant is permitted to offer for sale in the Premises pursuant to this Lease.

16. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Premises. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

17. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises.

18. Tenant exterior signs shall be lit at Tenant's expense from 30 minutes prior to dark until at least 12 AM.

19. Tenant, at own expense, shall furnish janitorial services, floor polishing, and other similar services and concession in the Premises.

20. The restrooms and toilets shall not be used for any purpose other than those for which they were constructed, and no foreign material shall be introduced into the plumbing system. Any damage resulting from misuse shall be repaired at the cost of Tenant.

21. Canvassing, soliciting and peddling in the Premises or Common Areas are prohibited.

22. No animals shall be brought into the Premises.

23. Tenant shall not place, or cause or allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the exterior or interior of the Premises, except in such places as may be consented to by Landlord in writing.

24. Except as otherwise provided in the Lease, Tenant must, at its own costs and expense, furnish, install, maintain, service, and repair any and all mechanicals, ductwork, kitchen equipment, disposal equipment, and all such systems, equipment, mechanicals, or services that are necessary for serving the Premises.

25. Only workmen employed, designated, or approved by Landlord may be employed for repairs, installations, alterations, painting, material moving, and other similar work that may be done in or on the Premises.

26. No flammable, dangerous or explosive materials shall be brought into, kept or permitted to be kept in the Premises.

27. Tenant will maintain drain lines that are installed specifically to service Tenant space as well as perform regularly scheduled maintenance on the lines. If issue was caused by negligence of the tenant, Tenant will be responsible to pay for the service call.

28. Tenant shall be responsible for all pest control services and to supply and maintain any adequate pest control devices in space. Tenant will operate the business from the Premises in a clean and sanitary manner to prevent infestation by vermin, roaches, or rodents and have contractors designated or approved by Landlord thoroughly exterminate against infestation by vermin and roaches in all portions of the Premises.

29. Tenant will not use or permit any person to use the Premises in any manner that violates or would create liability under federal, state, or local laws, ordinances, rules, regulations, or policies. Tenant will not (either with or without negligence) cause or permit the escape, disposal, or release of any biologically or chemically active or other hazardous substances or materials. Tenant must not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials.

30. Smoking and vapor/electronic cigarettes are prohibited from use within the Project.

31. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations.

32. Tenant shall not place, or cause to be placed, any additional locks upon any doors of the Premises without the approval of Landlord, which consent shall not be unreasonably withheld, but will be subject to any conditions imposed by Landlord, and Tenant shall deliver duplicates of all keys to Landlord at Tenant's expense. Landlord supplied locks are specifically keyed for each space and Tenant shall not duplicate keys or re-key Landlord supplied locks. Additional keys for these locks may be obtained from Landlord at the cost of Tenant.

EXHIBIT B

FLOOR PLANS

The premises, located at 277 Gratiot Avenue, Detroit, MI 48226, herein referred to as 'the Premises,' within the building situated at 1300 Broadway Street, Detroit, MI 48226, herein referred to as 'the Building.'

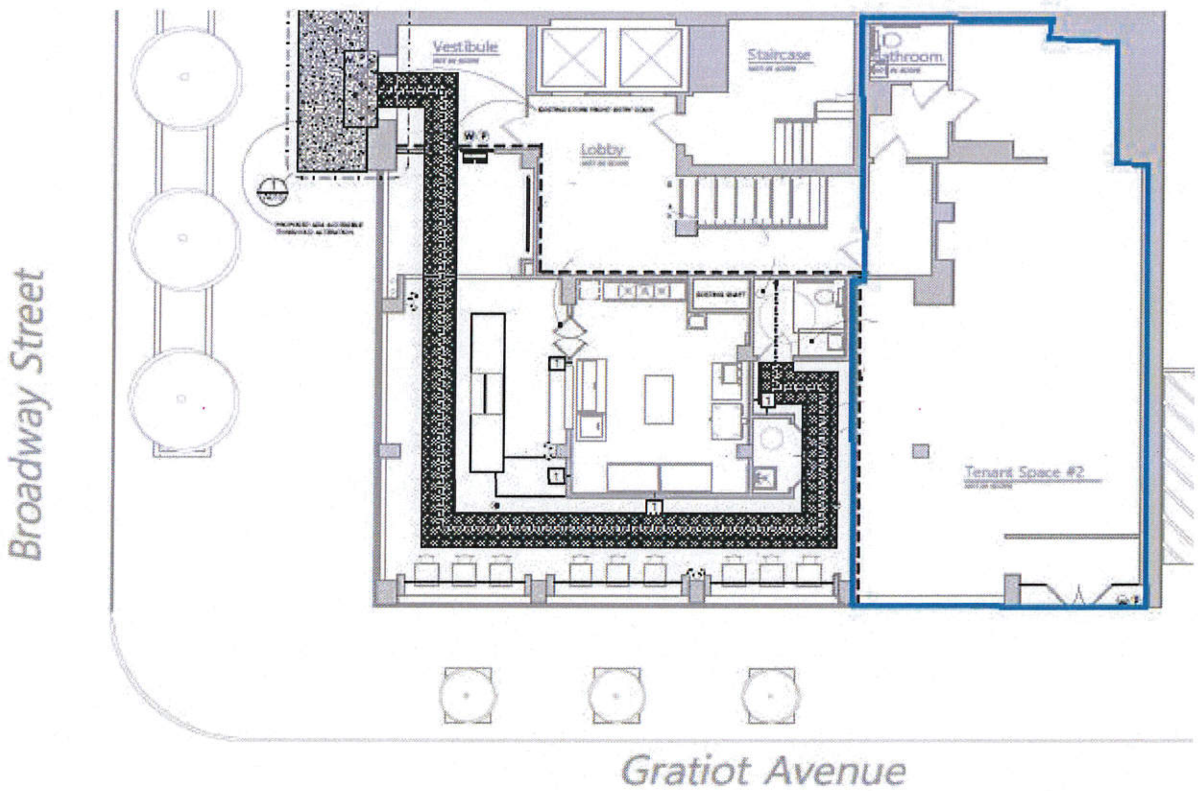

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EXHIBIT C

LANDLORD'S WORK

Landlord shall replace the entire front glass storefront system.

<u>**EXHIBIT D**</u>

TENANT IMPROVEMENTS

EXHIBIT E

PERSONAL GUARANTY

In consideration of Landlord's agreement to the terms and conditions contained in that certain Lease (the "Lease") dated 14-8-23, 2023 between BROADWAY DETROIT DEVELOPMENT, LLC, a Michigan limited liability company ("Landlord"), and MARKI BEER AND WINE MARKET INC, a Michigan corporation ("Tenant"), YUSEEF JERJIS ("Guarantor"), does hereby unconditionally guaranty performance by Tenant of all of its obligations under the Lease and payment of rent and all other sums which may be due Landlord pursuant to the terms of the Lease (the "Obligations"). Guarantor further promises to pay all of Landlord's costs and expenses, including attorney fees, incurred in enforcing the covenants and agreements of Tenant under the Lease or in enforcing this Guaranty, as well as all damages Landlord may suffer as a result of any default or breach under the Lease or this Guaranty. A separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against Tenant or whether Tenant is joined in any such action or actions. At Landlord's option, Guarantor may be joined under this Guaranty in any action or proceeding commenced by Landlord against Tenant, and Guarantor hereby waives any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant. Guarantor hereby consents to all forbearance, indulgences and extensions of time on the part of Landlord afforded to Tenant and the waiver from time to time by Landlord of any right or remedy on its part as against Tenant under the Lease and Guarantor hereby agrees that no act or omission on the part of Landlord shall affect or modify the obligation and liability of Guarantor hereunder. This Guaranty shall remain and continue in full force and effect, notwithstanding (i) any alteration of the Lease, (ii) any renewal, extension, modification or amendment of the Lease, or (iii) any assignment or subletting of Tenant's interest in the Lease. Guarantor hereby waives notice of any of the foregoing and agrees that the liability of Guarantor hereunder shall be based upon the obligations set forth in the Lease as the same be altered, renewed, extended, modified, amended or assigned. This Guaranty shall remain and continue in full force and effect, notwithstanding any merger, consolidation, or sale of Guarantor; or any other voluntary or involuntary transfer of this Guaranty, by operation of law or otherwise. Guarantor further waives all notice of the acceptance of this Guaranty and notice of breach, default or non-performance by Tenant under the Lease of its obligations under the Lease.

Guarantor will not assert against Landlord and does hereby unconditionally and absolutely waive all defenses of Tenant and any defenses Tenant may have against Landlord, including, but not limited to, defenses of waiver, release, discharge, bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, fraudulent conveyance, insolvency, lack of consideration, merger of clauses under this Guaranty with the Obligations, ultra vires acts, usury, illegality or unenforceability, and any defense which under principles of guaranty, suretyship or other applicable law would operate to impair or diminish the liability of Guarantor under this Guaranty.

The liability of Guarantor shall not be affected nor impaired by any voluntary or involuntary dissolution, sale or other disposition of all or substantially all of the collateral or assets of Tenant, receivership, insolvency proceeding, bankruptcy, assignment for the benefit of creditors, reorganization proceeding, arrangement, composition or readjustment of, or other similar event or proceeding affecting Tenant or any of its assets and that upon the institution of any of the above actions, at Landlord's sole discretion and without notice thereof or demand therefor, Guarantor's obligations hereunder shall become due and payable and enforceable against Guarantor, whether or not the Obligations are then due and payable.

No act or thing, except for payment and performance in full, which but for this provision might or could in law or in equity act as a release of the liabilities of Guarantor, shall in any way affect or impair this Guaranty. This shall be a continuing, absolute and unconditional Guaranty, and Guarantor's liability on this Guaranty shall be immediate. Landlord may have immediate recourse against Guarantor for full and immediate payment and performance of the Obligations, or any part thereof, at any time after the Obligations have not been paid or performed when due (whether by acceleration or otherwise). This Guaranty shall remain in full force and effect until the Obligations have been satisfied in full.

Guarantor waives any claim or other right which Guarantor may now have or may hereafter acquire against Tenant or any other person that is primarily or contingently liable on the obligations that arise from the existence or performance of Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, any right to participate in any claim or remedy of Landlord against Tenant or any collateral security therefor, which Landlord now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law. If any amount shall be paid to Guarantor contrary to the terms of this section, such amount shall be held by Guarantor in trust for Landlord, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Landlord in the exact form received by Guarantor (duly endorsed by Guarantor to Landlord, if required), to be applied against the Obligations, whether matured or unmatured, in such order as Landlord may determine.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of all or any part of the Obligations is rescinded or must otherwise be returned by Landlord upon the insolvency, bankruptcy, reorganization, liquidation or dissolution of Tenant or otherwise, all as if such payment had not been made. Guarantor hereby indemnifies and holds Landlord harmless from and against all cost and expenses incurred by Landlord, including reasonable attorney's fees, in connection with the defense of a bankruptcy preference action, fraudulent conveyance action, lien avoidance action, or other action relating to Landlord's right to retain amounts previously paid to Landlord in respect of the Obligations, and for all costs and expenses incurred by Landlord relating to the Obligations.

Guarantor further represents and warrants to Landlord that (a) Guarantor has delivered to Landlord Guarantor's financial statement, (b) the financial statement is true, accurate and complete in all material respects and fully and fairly describes the financial condition of Guarantor as of its date in a manner which fully represents the financial condition of Guarantor, and (c) since the date of such financial statement, there has been no material adverse change in the financial condition of Guarantor, nor has any other event or change occurred or fact been discovered which makes any such statement misleading or incomplete.

All questions with respect to the construction of this Guaranty shall be determined in accordance with the laws of the State of Michigan. Guarantor submits and consents to personal jurisdiction in the State of Michigan for the enforcement of this Guaranty and waives any and all personal rights under the laws of any state or the United States of America or country to object to jurisdiction in the State of Michigan for the purposes of litigation to enforce this Guaranty. Litigation may be commenced either in a court of general jurisdiction in the State of Michigan or any United States District Court located in the State of Michigan, at the election of Landlord. Nothing contained herein shall prevent Landlord from bringing any action or exercising any rights against any security given to Landlord by Guarantor, or against Guarantor personally, or against any property of Guarantor, within any other state or country. Commencement of any such action or proceeding in any other state or country shall not constitute a waiver of the agreement as to the laws of the state which shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Michigan.

This Guaranty shall be binding on, and shall inure to the benefit of Guarantor and Landlord and their respective successors, assigns, estates and personal representatives; provided that notwithstanding anything contained herein to the contrary, Guarantor may not assign or transfer its rights or obligations under this Guaranty or delegate any duties under this Guaranty. Annually and at any other time reasonably requested by Landlord, Guarantor shall promptly furnish Landlord (and in any event within fifteen (15) days after Landlord's request) financial statements reflecting Guarantor's current financial condition. All such financial statements shall be in such form and contain such detail as Landlord shall reasonably request.

Notwithstanding anything herein to the contrary, as of the last day of the initial Term (the "Guaranty Date"), if Tenant is not then and has not been in default under the Lease beyond any applicable notice and cure period during the Term then Guarantor's liability pursuant to this Guaranty (excluding all legal fees and other costs of enforcement of this Guaranty) shall be limited to liability for those obligations of Tenant under the Lease which arise or accrue no later than the Guaranty Date.

[Signature Page Follows]

[*Signature Page to Guaranty*]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date written below.

Dated: 14-8-, 2023

GUARANTOR

YUSEEF JERJIS

STATE OF MICHIGAN)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of August, 2023, by YUSEEF JERJIS, known to me to be the persons named in and who executed the foregoing instrument.

Bridgette A. Smith
Name: Bridgette Smith
Notary Public, Wayne County, Michigan
My Commission Expires: 09/22/2028
Acting in Wayne County, Michigan

BRIDGETTE A SMITH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires September 22, 2028
Acting in the County of Wayne

Wayne

EXHIBIT D

COMMENCEMENT DATE MEMORANDUM

This memorandum is hereby attached to and made part of the Lease dated August 14, 2023 entered into by and between BROADWAY DETROIT DEVELOPMENT, LLC a Michigan limited liability company, as Landlord, and MARKI BEER AND WINE MARKET, INC, a Michigan limited liability company, as Tenant.

1. The Commencement Date as defined in the Lease is August, 14, 2023.

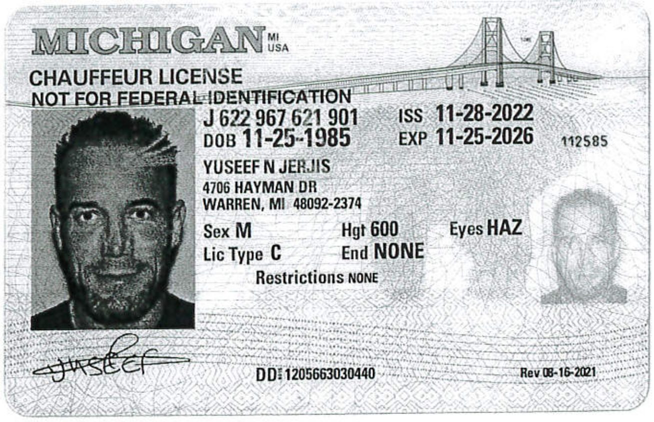
2. The Expiration Date of the Lease is February 28, 2034.

LANDLORD:

BROADWAY DETROIT DEVELOPMENT, LLC
a Michigan limited liability company

By: Bridgette Smith
Name: Bridgette Smith
Title: Controller

Months	Base Rent/RSF	Annual Base Rent	Monthly Base Rent
Commencement Date - Month 12*	$24.00	$33,264.00	$2,772.00
Month 13 - Month 24	$25.00	$34,650.00	$2,887.50
Month 25 - Month 36	$26.00	$36,036.00	$3,003.00
Month 37 - Month 48	$27.00	$37,422.00	$3,118.50
Month 49 - Month 60	$28.00	$38,808.00	$3,234.00
Month 61 - Month 72	$29.00	$40,194.00	$3,349.50
Month 73 - Month 84	$30.00	$41,580.00	$3,465.00
Month 85 - Month 96	$31.00	$42,966.00	$3,580.50
Month 97 - Month 108	$32.00	$44,352.00	$3,696.00
Month 109 - Month 120	$33.00	$45,738.00	$3,811.50
Month 121 - Month 126	$34.00	$47,124.00	$3,927.00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CHAUFFEUR LICENSE
NOT FOR FEDERAL IDENTIFICATION
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DOB 11-25-1985
EXP 11-25-2026
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Restrictions NONE
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