

**LEASE**

This Lease made as of this 3rd day of May, 2021 (the "Effective Date"), by and between ROCHESTER-HAMLIN RETAIL CENTER, L.L.C., a Michigan limited liability company (herein "Landlord"), whose address is 30777 Northwestern Highway, Suite 301, Farmington Hills, MI 48334 and NU-ASIAN CUISINE, LLC d/b/a Little Tree Sushi Bar, a Michigan limited liability company (herein "Tenant"), whose address is 1770 McManus Dr., Troy, MI 48084.

**WITNESSETH:**

For and in consideration of the premises and the covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. Leased Premises. Landlord hereby rents and leases to Tenant and Tenant hereby hires and leases from Landlord the following premises, having the common address of 1890 S. Rochester Rd., Rochester Hills, MI 48307 (the "Leased Premises"), the same consisting of approximately three thousand eight hundred (3,800 sq. ft.) square feet which is approximately six and 53/100 (6.53%) percent (hereinafter "Tenant's Percentage") of the net rentable space in the Center (hereinafter referred to as the "Center") (see Site Plan attached as Exhibit F). For a period of sixty (60) days after the Rent Commencement Date (as hereinafter defined), Tenant and Landlord shall have the right to measure the square footage of the Leased Premises and, in the event of any discrepancy in the measured square footage, using BOMA standards: (a) Tenant's architect and Landlord's architect shall meet to resolve such discrepancy; and (b) the Base Rent (as hereinafter defined) and Tenant's Percentage of the Common Expenses (as hereinafter defined) shall be adjusted accordingly. Notwithstanding anything in the preceding sentence to the contrary, (a) neither Landlord's nor Tenant's architect shall take into account any reduction

in the size of the Leased Premises resulting from the work set forth on Exhibit H attached hereto (i.e., the calculations shall be made to the same extent as they would have been made if there were no sound proofing materials added to the wall abutting Fit Body Bootcamp) and (b) Landlord and Tenant acknowledge and agree that all calculations relating to the size of the Leased Premises shall exclude any reductions stemming from the work set forth on Exhibit H. If either Tenant or Landlord fails to re-measure the space on or before the sixty-first (61<sup>st</sup>) day following the Rent Commencement Date, then the Tenant and the Landlord, as the case may be, waive their right to re-measure the Lease Premises and to adjust the Base Rent and Tenant's Percentage of the Common Expenses.

2. Term. The term of this Lease shall be for sixty (60) full calendar months ("Lease Term") and shall commence upon the Rent Commencement Date as set forth below. The Leased Premises shall be delivered to Tenant in the condition set forth in Section 9 below, as determined by Landlord, so that Tenant may begin its leasehold improvements (the date on which Landlord delivers the Leased Premises to the Tenant being known as the "Delivery Date"); provided, however, Landlord may not deliver the Leased Premises to Tenant prior to May 12, 2021 and Tenant shall not be required to accept delivery of the Leased Premises prior to May 12, 2021. Tenant shall begin to pay rent one hundred eighty (180) days after Tenant receives its building permit from the City of Rochester Hills (the "Rent Commencement Date"), subject to the contingencies set forth in the next sentence of this Section. Notwithstanding anything in this Section or in this Lease to the contrary, the Rent Commencement Date shall be one hundred eighty (180) days after the Effective Date, if (a) Tenant does not make improvements to the Leased Premises which require a building permit, or (b) if Tenant makes improvements to the Leased Premises which require a building permit but does not comply with any or all of the following contingencies: (1) apply for its building permit within sixty (60) days of the Effective

Date (subject to Section 9 below); and (2) diligently pursue its building plans after the same are submitted for review with the appropriate local governing body.

3. Base Rent. Tenant shall pay to Landlord, at Landlord's address as hereinbefore recited (or such other address as may be designated in writing by Landlord), as Base Rent for the Leased Premises the following sums:

	<u>Rent per Sq. Ft.</u>	<u>Monthly Installments</u>	<u>Annual Base Rent</u>
Years 1 - 3	\$15.00 PSF	\$4,750.00	\$57,000.00
Years 4 - 5	\$18.00 PSF	\$5,700.00	\$68,400.00
Years 6 – 10*	\$20.00 PSF	\$6,333.33	\$76,000.00
Years 11 – 15*	\$22.00 PSF	\$6,966.67	\$83,600.00

*\* Option years if properly exercised*

the first installment of Base Rent and Additional Rent, as described below, being payable in advance upon the execution of this Lease and subsequent installments payable on the first day of each consecutive month thereafter during the term of this Lease; provided, however, that if the Lease Term shall begin on a day other than the first day of the calendar month then the first and last months rent shall be prorated accordingly, provided, further, that Tenant shall not pay Base Rent more than one (1) month in advance.

4. Options to Extend Term. Landlord hereby grants to Tenant two (2) options (the "Options") to renew this Lease in accordance with the terms of this paragraph, for a period of sixty (60) months each (the "Option Periods"). Tenant may exercise the first Option ("First Option") by delivering written notice to the Landlord no later than one hundred and eighty (180) days prior to the expiration of the original Lease Term that it intends to exercise the First Option.

Failure by Tenant to give notice as required above may be, at the sole discretion of the Landlord, a waiver of Tenant's right to exercise the First Option. The Base Rent during each year of the First Option period, if properly exercised, shall be in accordance with the rent schedule above. Tenant may exercise the second Option ("Second Option") by delivering written notice to the Landlord no later than one hundred and eighty (180) days prior to the expiration of the First Option period that it intends to exercise the Second Option. Failure by Tenant to give notice as required above may be, at the sole discretion of the Landlord, a waiver of Tenant's right to exercise the Second Option. The Base Rent during each year of the Second Option period, if properly exercised, shall be in accordance with the rent schedule above. No Option may be exercised if Tenant is in default under this Lease at the time said Option is to be exercised, or has been in default on two (2) or more occasions during any rolling twelve-month period during the Term of the Lease, as extended. All references herein to "Lease Term" shall include any Option period properly exercised by Tenant.

5. Late Payments. Tenant shall pay to Landlord a late charge equal to five (5%) percent of the amount of each installment of Base Rent or any other sum owing from Tenant to Landlord under the terms hereof which is not received by Landlord within three (3) days after its due date, in order to defray the legal, management, bookkeeping and other administrative costs resulting from Tenant's failure to timely make such payments. In addition, Tenant shall pay to Landlord interest on any Base Rent remaining due and payable for thirty (30) days or any sums advanced by Landlord on behalf of Tenant hereunder which are unpaid for thirty (30) days after demand thereof at the rate of twelve (12%) percent per annum from the date such amounts are thirty (30) days past due until payment thereof is received by Landlord. Any and all sums other than Base Rent which are payable by Tenant to Landlord under this Lease are sometimes herein referred to as "Additional Rent". To the extent any sums collected above are in excess of the amounts which

Landlord may lawfully collect, the excess shall instead be applied to the immediately succeeding installments of Base Rent due hereunder or shall be returned to Tenant, at Landlord's option. Notwithstanding anything in this Section to the contrary, Landlord hereby agrees to waive the late fee for the first late payment during any respective calendar year during the Lease Term.

6. Primary Use. Tenant's primary use of the Leased Premises shall be for a sushi-based restaurant featuring Asian, Filipino, Thai and Japanese cuisine and for purposes incidental or related thereto, so long as said use does not conflict with the exclusive uses granted to other tenants in the Center as set forth in Exhibit A. The Leased Premises shall not be used for any other purposes of any nature whatsoever without Landlord's prior written consent and shall in no event be used for any purpose in violation of any zoning or other laws, federal, state or local, or of any regulation of any governmental body having jurisdiction over the Leased Premises. Tenant agrees to conduct its business in accordance with and is bound by the rules and regulations attached hereto as Exhibit E. Such rules and regulations may be amended from time to time at Landlord's sole discretion. If Tenant violates any rule or regulation listed on Exhibit E, and does not cure that violation within fifteen (15) days after receiving notice from Landlord of the violation, Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant as Additional Rent the sum of One Hundred and 00/100 (\$100.00) Dollars per day per violation, until Tenant cures the violation(s); provided, however, Landlord agrees to waive the monetary charges for the first (1<sup>st</sup>) fifteen (15) days of the first (1<sup>st</sup>) violation of any rule or regulation on Exhibit E during each calendar year of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, provided (i) Tenant is not in default of this Lease beyond any applicable cure period and (ii) Tenant is operating a business in the Leased Premises in accordance with the permitted use and has not been dark for more than thirty (30) continuous days, Landlord hereby agrees not to lease, or permit the use of,

any portion of the Center as a "Competing Business." A "Competing Business" is hereby defined as any business at the Center whose primary business is a sushi-based restaurant featuring Asian, Filipino, Thai and Japanese cuisine. Notwithstanding anything to the contrary in the foregoing sentence, this provision shall not be applicable to (i) any tenants in the Center, their successors and assigns, who currently have leases in effect as of the date of this Lease which permit such tenants to operate a "Competing Business", or any replacement tenant thereof; (ii) any tenant who leases 6,000 square feet or more of space in the Center; (iii) any tenant who sells sushi and Asian, Filipino, Thai and Japanese cuisine as an incidental part of its business or (iv) any tenant in the Center which is operating a Competing Business in violation of the permitted use clause for such tenant's lease agreement. Tenant shall not allow smoking of cigarettes, cigars, pipes, or any other matter by any person within the Leased Premises at any time. For purposes of clarity, Landlord hereby represents and warrants to Tenant that if it has the authority to disallow a change in use, then Landlord will not voluntarily allow another tenant at the Center to change its use to a use that would make such a tenant a Competing Business with Tenant. The permitted uses of the tenants serving food and beverages at the Center on the Effective Date are listed on Exhibit A-1.

7. Assignment; Subletting. Tenant shall not assign or transfer this Lease or hypothecate or mortgage same or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord and in each instance, such consent not to be unreasonably withheld or delayed. If any such assignment is granted by Landlord, such assignment, transfer, hypothecation, mortgage or subletting shall not release Tenant hereunder, and any assignee or subtenant shall expressly acknowledge and agree to be subject to all of the Tenant's covenants, warranties and obligations hereunder. Any attempted assignment, transfer, hypothecation, mortgage or subletting without Landlord's prior written consent shall be null, void, and of no

force or effect. Tenant agrees to pay Landlord's costs and expenses in connection with any proposed sublease or assignment, including Landlord's legal fees and expenses, regardless of whether Tenant ultimately subleases or assigns this Lease.

8. Right to Mortgage. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and on the Center and land of which the Leased Premises are a part or upon any Centers hereafter placed upon the land of which the Leased Premises are a part, provided such mortgagee agrees not to disturb Tenant's possession upon any default of Landlord. The Tenant covenants and agrees, upon receipt of written assurance of nondisturbance by the holder of any such mortgage or mortgages, to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and attorning to any mortgagee or proposed mortgagee as shall be desired by the Landlord.

Tenant shall at any time and from time to time within ten (10) days following written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that; (a) this Lease is unmodified and in full force or effect (or, if modified is in full force and effect as modified); and (b) the date to which the rental and other charges are paid in advance, if any; and (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord or Tenant hereunder, or specifying such defaults if any are claimed; and (d) setting forth the commencement date and expiration date of the Lease Term hereof; and (e) any other statement of fact or condition pertaining to the provisions of this Lease provided such statements are true and accurate. Any such statement may be relied upon by any prospective purchaser or mortgagee of all or any portion of the Center.

In addition to any other rights and remedies which Landlord may have at law, in equity or under this Lease, if Tenant fails to timely return a document required by Section 8 above, Landlord may send Tenant a written reminder notice with the following notation (in bold face and capitalized): **“FAILURE TO RETURN THE DOCUMENT REQUIRED PURSUANT TO SECTION 8 OF THE LEASE WITHIN FIVE (5) DAYS AFTER RECEIPT HEREOF SHALL RESULT IN TENANT BEING REQUIRED TO PAY A LATE CHARGE OF TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY FOR EACH DAY THAT TENANT FAILS TO RETURN SUCH DOCUMENT”**. If Tenant fails to provide such document to Landlord within such five (5) day period following such reminder notice, then Tenant shall pay to Landlord a late charge of Two Hundred Fifty Dollars (\$250.00) for each day during which any such failure shall continue.

9. Condition of Premises. With the exception of completing the work set forth on Exhibit D – Landlord’s Work Exhibit – Landlord shall deliver the Leased Premises to Tenant in "As Is" condition and Landlord shall not be required to perform any improvements to the Leased Premises. Landlord represents and warrants that it will complete demolition of the Leased Premises no later than twenty-one (21) days following the Effective Date (the “Demolition Time Period”). If Landlord fails to complete the demolition of the Leased Premises within the Demolition Time Period, Tenant’s obligation to submit its plans to the City of Rochester Hills shall be extended one day for every day of delay from and after the expiration of the Demolition Time Period.

10. Alterations and Improvements. Landlord shall pay to Tenant an “Improvement Allowance” equal to Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) to complete its desired improvements to the Leased Premises. Tenant shall independently contract workers to



perform the Tenant Improvements, and Landlord shall pay the Improvement Allowance to Tenant within ten (10) days of the date that Tenant has (1) completed its improvements, (2) opened for business, (3) provided Landlord with full unconditional waivers from all contractors, laborers and suppliers that have provided supplies or services to or performed work on the Leased Premises, (4) provided Landlord with a final certificate of occupancy for the Leased Premises, (5) provided Landlord with a copy of Tenant's architectural drawings and related plans for the Leased Premises. Tenant agrees to provide expeditiously, and at its sole cost and expense, any and all alterations and improvements to the Leased Premises which it deems necessary, and (6) completed the work set forth on Exhibit H. Prior to initiating any alterations or improvements to the Leased Premises, Tenant shall submit architectural drawings of the proposed alterations or improvements for Landlord's approval and said approval by Landlord shall not be unreasonably withheld. Tenant shall be solely responsible for all costs and expense incurred in obtaining any permits, licenses or occupancy certificates required by any governmental authority which are required to allow Tenant's intended use. In completing any alteration or improvement to the Leased Premises, Tenant shall ensure and warrant that all of its work will be completed in a professional manner using quality materials and all work shall conform to all applicable state and local Center codes; shall allow no construction liens to attach to the Leased Premises, the Center or the real property; and Tenant shall demonstrate to Landlord that all costs and expenses incurred in making such alterations and improvements (including labor and materials) have been paid and that all potential construction liens arising therefrom have been waived. All phone and data equipment and boxes relating to Tenant's telephone lines and internet services shall be installed inside the Leased Premises, but may tap the main lines and service coming into the Center and stubbed in the Center's mechanical room. Tenant shall not make any other alterations, additions, or improvements to the Leased Premises (whether structural in nature or

otherwise) without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld, and all alterations, additions or improvements made by either Landlord or Tenant to the Leased Premises, except movable office furniture, trade fixtures and equipment installed at Tenant's expense, shall, at Landlord's sole option, (1) become the property of Landlord and, (2) remain upon and be surrendered with the Leased Premises at the termination of the Lease Term, without molestation or injury. If Landlord does not wish to take ownership of the aforementioned alterations, additions and improvements or desires that the items be removed from the Leased Premises at the expiration of the Lease Term, Tenant shall remove all alterations, additions or improvements from the Leased Premises and return the space to the condition set forth in Section 9 of this Lease at the expiration of the Lease Term. Tenant further covenants and agrees that it shall, at its own expense, during the continuation of this Lease, keep the Leased Premises and every part thereof in good repair and at the expiration of the Lease Term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted. Tenant covenants and agrees that the Landlord may enter the Leased Premises at reasonable times upon reasonable notice (or, in the case of an emergency, at any time) and install or repair pipes, wires or make any repairs deemed by the Landlord essential to the use and occupancy of the Center.

As a material inducement for Landlord's decision to enter into this Lease and for Landlord's decision to provide the amount of the Improvement Allowance, which was amended to include an additional Five Thousand and 00/100 Dollars (\$5,000.00) to defray approximately one-half of the cost of the soundproofing work set forth on Exhibit H, Tenant agrees that it will complete all of the work set forth on Exhibit H prior to opening for business to the general public. Other than providing Tenant with the Improvement Allowance in accordance with the

terms and conditions of this Section 10, Landlord shall have no obligation to do any of the work set forth on Exhibit H.

11. Insurance and Indemnification. Tenant agrees to and does hereby indemnify and hold Landlord harmless of, from and against all liability for damages to any person or property in, on or about the Leased Premises and business operations conducted therein from any cause whatsoever and in, on or about the Center or Common Areas arising from or in connection with or as a result of Tenant's negligent or willful acts or omissions. Nothing herein shall be deemed or construed as an agreement by Tenant to indemnify Landlord from Landlord's own negligent or willful acts or omissions. During the Lease Term, Tenant at Tenant's expense shall maintain in full force and effect general public liability, product liability including liquor liability coverage, and property damage insurance against claims for injury, wrongful death and property damage occurring upon, in or about the Leased Premises and business operations conducted therein and the appurtenances thereto and the Common Areas for the benefit of the Landlord, and which shall name Landlord as an additional insured on a primary basis, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than \$1,000,000.00 per occurrence, in which the limit of property damage liability shall be not less than \$500,000.00, and product liability coverage, including, without limitation liquor liability coverage (if applicable to Tenant's business) and coverage for liability arising out of the consumption of food and/or alcoholic beverages on or obtained at the Leased Premises, of not less than One Million and 00/100 Dollars per occurrence for personal injury and death and property damage. All such insurance policies shall contain an agreement by the insurers that such policies shall not be cancelled or amended without at least thirty (30) days prior written notice to Landlord. Such insurance shall be obtained and evidence thereof delivered to Landlord prior to any occupancy of the Leased Premises by Tenant or upon the commencement of the Lease Term,

whichever shall first occur, and Tenant shall pay the renewal premiums on such insurance and deliver certificates therefor to Landlord not less than thirty (30) days prior to expiration of such insurance. A copy of the certificates of insurance shall be attached to this Lease and marked as Exhibit "C" to this Lease. Upon Tenant's failure to procure or maintain said insurance, Landlord may, at its option, obtain such insurance and the cost thereof, with interest thereon as provided in Section 5 hereof, shall be paid in full by Tenant, as Additional Rent, due and payable on the same date as the next installment of Base Rent. Tenant shall deliver to Landlord, upon execution of this Lease, certificates evidencing its insurance policies maintained pursuant to this paragraph and shall notify Landlord promptly of any change of the terms of any such policies.

12. Waiver of Subrogation. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord and Landlord's insurance provider for any loss in or about the Leased Premises or the Center, as the case may be, from perils insured against under Tenant's respective fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause. Tenant shall, at the request of Landlord, execute and deliver to Landlord a waiver of subrogation in the form and content as reasonably required by Landlord's insurance carrier.

13. Common Expenses. During the Lease Term, Landlord shall (a) keep the Center, improvements and common areas appurtenant thereto insured against loss or damage by fire and the hazards covered by extended coverage insurance and any other such insurance as determined by Landlord, (b) provide maintenance, including but not limited to landscaping, snow removal, trash removal from the common areas, parking lot lighting, and parking lot maintenance (to the extent required by this Lease) and property management for the Leased Premises, the Center and the common areas located within and appurtenant to the Center, (c) provide connections and

access to applicable utility companies in connection with the supplying of gas, electricity, water and other utilities to the Center and (d) pay all real property, personal property and other governmental or quasi-governmental taxes, fees, charges, impositions and assessments (whether general, special, ordinary, or extraordinary) applicable to the Center, and, in Landlord's discretion, protest or contest real property taxes and/or assessments and/or the assessed valuation relating to the Center and the real property upon which it is located. All costs incurred and sums expended by Landlord in connection with the matters in the preceding sentence are referred to herein as "Common Expenses". Landlord and Tenant agree that Tenant shall pay as Additional Rent to Landlord Tenant's Percentage of these Common Expenses, as determined by Landlord. It is estimated that the Common Expenses shall be approximately Five and 20/100 Dollars (\$5.20/SF) per square foot during the first Lease Year. Landlord may, at its option, make reasonable advance estimates of Common Expenses for any calendar year during the Lease Term hereof and Tenant shall, upon notice from Landlord of each calendar year's estimate of Common Expenses, pay the amount estimated by Landlord to be owing by Tenant, in such manner as shall be designated by Landlord, but not more frequently than monthly and any excess shall be refunded at the end of each calendar year, provided, however, such refunds, if any, shall only be refunded following the completion of the first full calendar year of the Lease Term. Tenant's failure to contest any charge within three (3) months of its receipt of a breakdown of the Common Expenses shall result in a waiver of Tenant's right to seek reimbursement for any overpayments made to Landlord with respect to said Common Expenses. The amount owing by Tenant under this Section 13 for any partial calendar year during the Lease Term hereof shall be determined on a pro-rata basis; provided, however, to the extent that a refund is merited, such refund shall be provided to Tenant subsequent to the completion of the first full calendar year during the Lease Term. Landlord shall not be liable to Tenant for, and Tenant shall not be

excused from the performance of its obligations hereunder or entitled to any other relief by reason of, the availability of or limited availability of any utilities for any reason whatsoever. Tenant shall pay all personal property taxes and assessments which are levied or assessed by any governmental authority against any person, property or fixtures of Tenant in, on, or about the Leased Premises. Tenant shall not commit or permit any acts or failures to act in, on or about the Leased Premises that may in any way impair or invalidate any policy or policies of insurance respecting the Center and/or the Leased Premises. Tenant shall cooperate with Landlord in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to Landlord such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies. Tenant shall be solely responsible for obtaining any fire, extended or other insurance (excluding business interruption insurance) for personal property or improvements of Tenant and for all goods, commodities and materials stored by Tenant in or about the Leased Premises. As of the Delivery Date, the Leased Premises shall be separately metered for utilities. Commencing on the Delivery Date, Tenant shall be solely responsible for and shall pay all costs and expenses relating to utilities that serve the Leased Premises. Tenant shall continue to be responsible for such utilities until the expiration or termination of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord may charge an administrative and management fee equal to fifteen percent (15%) of the Common Expenses (the "Administrative Fee") and Tenant shall be responsible for Tenant's Percentage of the Administrative Fee. The Administrative Fee is in addition to the Common Expenses and is not included in the Common Expenses.

14. Repairs. Landlord shall maintain, in good condition, the Center and all common areas of, or relating to, the Center, and the cost thereof shall be deemed and added to Common Expenses as defined in Section 13 hereof. Landlord shall not be responsible for any other repairs

of any kind or nature, except as otherwise specified in writing between the parties hereto. For purposes of this Lease, "Common Areas" shall include, without limitation, hallways, walkways, entranceways, exterior sidewalks, stairways, elevators, corridors, driveways, restrooms in the lobby of the Center, parking areas and other areas provided for the general non-exclusive use of all of the tenants of the Center. Landlord shall supply power, mechanical, plumbing and HVAC to the Center. Tenant shall be responsible for maintenance, repair and replacement of all electrical, mechanical, HVAC or other utility which specifically service the Leased Premises. During the Lease Term, Tenant, at Tenant's expense, shall procure and maintain a service contract for the HVAC with a company approved by Landlord. At a minimum, the service contract shall provide for quarterly servicing of the HVAC. Tenant shall be responsible for providing janitorial services for the Leased Premises. Landlord shall provide janitorial services, trash removal and snow removal for the Common Areas and such costs shall be included in the Common Expenses. Tenant shall empty and install new trash liners in all trash cans located in the Common Areas which are located within fifty (50) feet of Leased Premises. In the event Tenant fails to empty the trash cans, then Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant the sum of twenty-five Dollars (\$25.00) per violation of the provisions of this Section 14, as Additional Rent. Notwithstanding anything in this Lease to the contrary, Landlord shall be responsible for the roof, four (4) walls, and foundation of the Leased Premises. Notwithstanding anything in this Lease to the contrary, from and after the Delivery Date, Tenant shall be responsible for non-structural repairs to the interior of the Leased Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to: the exterior and interior windows; doors and entrances; store fronts; signs; showcases; floor coverings; interior non-weight-bearing walls; columns and partitions; and electrical, lighting, heating, plumbing, sewage facilities and air

conditioning and ventilating equipment inside the Leased Premises (Landlord shall be responsible for all such items outside of the Leased Premises, except Tenant's HVAC).

15. Use of Common Areas. Tenant, its agents, employees, customers and invitees, shall have the use, in common with all others to whom the Landlord has granted or may hereafter grant rights to use the same, of the Common Areas located within and appurtenant to the Center.

16. Allocation and Acceptance of Risk of Loss. All property in the Leased Premises shall be and remain the Tenant's sole risk, and the Landlord shall not be liable for any damage to, or loss of, property arising from any act or negligence of any other persons, or from the roof leaking, or from the bursting, leaking, or overflowing of water, sewer or sprinkler system pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in, on or about the Leased Premises; the Tenant expressly agreeing to indemnify and hold the Landlord harmless in all such cases, other than the negligent acts or omissions of or by the Landlord or its agents.

17. Casualty. If the Leased Premises are wholly or partially destroyed by fire or other casualty, Tenant shall give immediate notice thereof in writing to Landlord, and shall fully cooperate with Landlord in filing all necessary proofs of claim with insurance companies. Landlord shall promptly rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage. If more than two-thirds (2/3) of the Leased Premises are so damaged or destroyed, and if there is less than one and one half (1 ½ ) years remaining on the Lease Term then (a) either party may terminate this Lease; or (b) if Tenant reasonably determines that restoration and repair of the Leased Premises cannot be completed within one hundred and fifty (150) days from the date of casualty then Tenant may terminate this



Lease upon written notice to Landlord within sixty (60) days from the date of casualty. In the event of total destruction of the Leased Premises, the rent shall abate during the period of rebuilding, repair or restoration by Landlord or, in the event of partial destruction of the Leased Premises, the rent shall abate pro-rata during the period of rebuilding, repair or restoration based upon the portion of the Leased Premises rendered unusable during the period of rebuilding, repair or restoration by Landlord.

18. Eminent Domain. If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the Lease Term shall cease on the part of the Leased Premises so taken from the day the possession of that part shall be required for any public purpose and all rent and other obligations of Tenant shall be paid up to that day, and from that day the Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided except that rent shall be reduced in proportion to the amount of the Leased Premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business or moving expense.

19. Nuisance. Notwithstanding anything in this Lease to the contrary, including without limitation, the use by Tenant of the Leased Premises in accordance with Section 6 hereof, Tenant shall not commit, or permit by Tenant's employees, agents or contractors, any nuisance or other act, whether noise, odor, smoke, sewerage, chemical wastes or otherwise, which may disturb the quiet enjoyment of any other tenants of Landlord in the Center. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common

areas appurtenant to the Center, or any parking areas or loading areas of other tenants of Landlord in the Center. In the event Tenant commits, or permits by Tenant's employees, agents or contractors, any nuisance or act set forth in this Section 19 the same shall be deemed a default by Tenant under the terms of this Lease.

Tenant shall store all trash and other waste in odor and vermin proof containers, such containers to be kept in the Leased Premises in temperature-controlled areas not visible to members of the public or otherwise dispose of the same in the large trash bins for the Center. Tenant shall, at Tenant's expense, attend to the frequent (no less than daily) disposal of such materials. Trash removal must be done by Tenant using containers approved by Landlord and at such times and in such manner as Landlord may reasonably direct and subject to such rules and regulations in respect thereto as Landlord may, from time to time, adopt. Tenant acknowledges that the operation of a restaurant can cause odors in and about the Leased Premises. Tenant agrees that it shall install, and properly maintain in good working order throughout the Term, such ventilation and other equipment as required by municipal codes and as may be commercially reasonable to relieve the adjoining and surrounding premises of any unreasonable degree of odors caused by Tenant's business operation, which may include special vents to create negative pressure if necessary. Tenant shall keep all unreasonable noise and vibrations from emanating from the Leased Premises or Tenant's pipes, shafts, equipment or other improvements and facilities, including without limitation venting or HVAC systems (collectively "Facilities"). Tenant covenants that any and all Facilities shall be installed and maintained at all times during the Term so as not to interfere in any way with the use of other areas in the Center by Landlord, other tenants or occupants. Any such Facilities must be insulated, installed and maintained by Tenant, at Tenant's sole cost and expense, in order to prevent vibration or noise from emanating from the Premises or Facilities. All rooftop mechanical equipment will be

installed with one inch (1") spring isolators. Tenant further covenants that in the event any Facilities and attenuation measures become defective or worn at any time during the Lease Term, Tenant shall, at its sole cost and expense, replace such Facilities and attenuation measures. Without limitation of the foregoing, Tenant shall comply with all laws and recommendations of governmental and quasi-governmental authorities relating to sound and vibration attenuation.

20. Signs. No signs, advertisements, lights, or notices shall be placed by Tenant on any part of the outside of the Leased Premises or the Center including walls, roofs, windows, doors or otherwise, nor shall any signs, advertisements, lights, or notices, other than the name of the Tenant's business and store hours, be placed on the inside of any windows or doors, except such as shall be first approved in writing by Landlord. If such approval by Landlord is given, such signs, advertisements, lights, or notices shall be installed and maintained at Tenant's expense in a first-class manner, including, but not limited to, replacing worn awnings and unlit portions of signs and lights, and in accordance with Landlord's requirements and shall conform to all applicable governmental laws, rules and regulations. Tenant shall not make any changes to or attach anything to the inside or the outside of the windows of the Leased Premises or to the Leased Premises in general, including, but not limited to, tinting the windows, installing blinds on the windows, installing lights or light strips, or installing UV screens, that affect the ability to see into the Leased Premises, without obtaining Landlord's prior written consent and approval of such changes. Notwithstanding anything in this Lease to the contrary, the signage attached as Exhibit G to this Lease is approved.

21. Right of Entry. Landlord may, during the Lease Term, at all reasonable times, upon reasonable notice, enter upon the Leased Premises for the purpose of inspecting the same, and in addition may, at any time within the last one hundred and sixty (160) days of the Lease

Term of this Lease, unless Tenant has previously properly executed an Option, show the Leased Premises to prospective tenants or at any time during the term of this Lease to prospective purchasers. In connection with Landlord's showing the Leased Premises to prospective tenants, Landlord may place a sign in the Leased Premises indicating that the Leased Premises are for rent.

22. Surrender. Upon the expiration of the Lease Term, or upon the earlier termination of this Lease, Tenant shall surrender peaceable possession of the Leased Premises in the same condition as the Leased Premises are at the commencement of this Lease including all improvements, reasonable wear and tear excepted.

23. Default. If Tenant fails to pay any sum (including Base Rent, Additional Rent or any other charge or sum) required by this Lease to be paid to Landlord at the times or in the manner provided herein, breaches or violates any of the other covenants or conditions contained herein, or abandons the Leased Premises, then Tenant shall be in default. With respect to monetary defaults, Landlord shall provide Tenant with written notice plus a ten (10) day cure period, and with respect to non-monetary defaults, Landlord shall provide Tenant with written notice plus a thirty (30) day cure period (provided that in the case of any non-monetary default which cannot with diligence be cured within such thirty (30) day period, if Tenant shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then 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 diligence and continuity), subject to the qualifications set forth in last two sentences of this Section. Such cure periods shall run simultaneous with any statutory cure periods permitted by law or equity. If Tenant defaults and fails to cure the default during any applicable cure period,

Landlord shall, at Landlord's option, in addition to and not exclusive of any other remedy Landlord may have under this Lease or by operation of law or in equity, be entitled to one or more of the following remedies, all of which remedies shall be cumulative: (a) to pay any sum other than Base Rent required to be paid by Tenant hereunder, in which event said amount so paid shall bear interest as provided in Section 4 hereof and be paid by Tenant to Landlord upon demand, and any default in such payment shall be construed a default in payment of rent; (b) intentionally left blank; (c) intentionally left blank; (d) to declare this Lease at an end and terminated; (e) to commence an action to recover possession of the Leased Premises and/or to recover from Tenant rent or any other sum due Landlord under this Lease; (f) to declare immediately due and payable and recover from Tenant the amount of the rent reserved hereunder for the balance of the term of this Lease; (g) to recover from Tenant any actual damages, whether direct or indirect, excluding lost profits or consequential damages, sustained by Landlord, including, but not limited to, any real estate commissions paid by Landlord in connection with procuring Tenant's Lease and any unamortized cost incurred by Landlord for improvements in preparing the Leased Premises for Tenant; and/or (h) to continue this Lease in effect and relet the Leased Premises or any part thereof, as the agent and for the account of Tenant, on such terms and conditions as Landlord may deem advisable, in which event the rents received on such reletting shall be applied first to the expenses of such reletting and collection, including necessary renovation and alterations of the Leased Premises, actual attorneys' fees, and any real estate commissions paid, and, thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency on demand, notwithstanding that Landlord may have re-leased the Leased Premises or any part thereof for an amount in excess of the rents stipulated in this Lease in prior or subsequent months, and Landlord may bring an action at any

time to collect such deficiency. In the event of re-entry by Landlord as hereinabove provided, Landlord shall not be or become responsible for or incur any liability to Tenant or other persons for any personal property, goods, commodities or materials in or about the Leased Premises at the time of re-entry, and Landlord may store or dispose of such personal property, goods, commodities or materials at the expense of Tenant with payment therefore to be made by Tenant upon demand of Landlord except in the event of Landlord's own negligent act or omissions. If Landlord elects any one or more remedies granted above, Landlord shall have the right to elect one or more other remedies at any time or times thereafter. No action of Landlord shall be construed as an election to terminate this Lease unless express written notice thereof is given by Landlord to Tenant. Notwithstanding anything in this Lease to the contrary, the cure periods provided in this Section shall only apply to Tenant's first (1<sup>st</sup>) two (2) defaults of the same obligation of Tenant under this Lease in any calendar year. After the second (2<sup>nd</sup>) default of the same obligation of Tenant under this Lease in any calendar year, Tenant shall not have an opportunity to cure any further defaults under the Lease.

24. Legal Expenses. In the event of any suit instituted by the Landlord against the Tenant in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the Landlord shall recover from the Tenant its actual reasonable attorneys' fees and actual court costs in connection with said suit, provided Landlord is successful in such suit. In the event of any suit instituted by the Tenant against the Landlord in any way connected with this Lease, Tenant shall recover from the Landlord its actual reasonable attorneys' fees and actual court costs in connection with said suit, provided Tenant is successful in such suit.

25. Holding Over. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in

the absence of a written agreement to the contrary and the Base Rent for each month shall be one hundred and fifty (150%) percent of the most recent monthly Base Rent called for under the Lease. Tenant shall also be responsible for paying its share of the Common Expenses during the hold over period.

26. Liens. Tenant shall not cause or permit the Leased Premises or any part thereof, or Tenant's leasehold interest therein, at any time during the Lease Term, to become subject to any construction, vendor's, mechanic's, laborer's, utility, tax or materialmen's lien or other lien based upon the furnishing of material, services or labor to Tenant or the Leased Premises, nor shall Tenant cause Tenant's leasehold interest to be mortgaged or otherwise to stand as security for the repayment of any debt owed by Tenant.

27. Bankruptcy and Insolvency. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be cancelled at the option of the Landlord.

28. Reservation. Landlord reserves the right of free access at all times to the roof of the Center and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the prior written consent of the Landlord. Notwithstanding anything in this Lease to the contrary, (a) Tenant shall not make any roof penetrations without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion, and (b) Landlord shall not allow

the roof of the Leased Premises to be used for any purpose that would negatively impact Tenant's operations from the Leased Premises.

29. Care of Leased Premises. Except with respect to laws and ordinances relating to the construction of the Center and Leased Premises by Landlord, which shall be Landlord's sole responsibility, Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the Leased Premises and the Center and the cleanliness, safety, occupation and use of same.

30. Pronouns. It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their", as the context may indicate or require.

31. Severability/Partial Invalidity. The unenforceability or invalidity, if any, of any provision of this Lease shall not render any other provision or provisions unenforceable or invalid and the remainder of this Lease shall not be affected thereby and the balance of the terms and provisions of this Lease shall be valid and enforceable.

32. Notices. All notices required under this Lease shall be in writing and be personally delivered or be sent by overnight express courier service, facsimile (if the sender receives confirmation that the facsimile was sent successfully), first class mail (if the sender also sends the notice by overnight courier, certified mail or facsimile) or by certified mail, return receipt requested postage prepaid, to the address of the party as hereinabove recited, or to such other address as may be designated in writing by such party to the other party hereto. Notices are deemed delivered upon the earlier to occur of (a) personal delivery, (b) upon the date of actual



receipt or refusal to receive such notice, or (c) two (2) days after mailing via certified mail, return receipt requested, or by first class mail.

33. Waiver. One or more waivers of any covenant or condition herein by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

34. Security Deposit. Tenant shall pay to Landlord, contemporaneously with the execution of this Lease, the sum of Six Thousand Three Hundred Ninety-Six and 67/100 (6,396.67) Dollars ("Tenant's Security Deposit"), an amount equal to one (1) month of Base Rent and estimated Common Expenses, as a Security Deposit for the Leased Premises. Provided that Tenant is not default under this Lease and has satisfied all of its obligations with respect to this Lease, Landlord shall apply Tenant's Security Deposit to Tenant's Base Rent and Common Expense obligations for the thirty seventh full calendar month under the Lease Term.

35. Entire Agreement. This Lease constitutes the entire agreement between the parties and may not be modified in any manner except by a writing signed by the parties.

36. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

37. Recording. Tenant hereby covenants and agrees not to record this Lease or any memorandum or affidavit thereof or cause same or any memorandum or affidavit thereof to be recorded by any third persons without Landlord's prior written consent.

38. Non-liability of Landlord. If Landlord shall fail to perform any covenant, term or condition on its part to be performed under this Lease and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and the Center and out of the rents and other income from the Leased Premises and the Center 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 and to the Leased Premises and the Center, and neither Landlord nor any of its partners shall be liable for any deficiency in connection therewith. Further, in the event of any transfer or transfers of Landlord's interest in the Leased Premises and/or the Center, Landlord automatically shall be relieved of any and all liabilities on the part of Landlord under this Lease if the assignee of Landlord's interest in the Leased Premises agrees in writing to assume all of the Landlord's obligations under this Lease, or otherwise, accruing from and after the date of such transfer. Said release shall not apply in the event any action on the part of the Tenant against Landlord was instituted prior to the sale or transfer by Landlord of the Leased Premises.

39. Due Execution. Tenant hereby represents and warrants to Landlord it has due authority to enter into, execute and deliver and perform its obligations under this Lease and that all action required to be taken to make this Lease a binding obligation has been taken.

40. Go Dark. If Tenant should cease the continuous operations of business from the Leased Premises for more than thirty (30) days (except for temporary closures due to repairs and remodeling, casualty, condemnation, and force majeure), Landlord may, at its sole option, terminate this Lease and re-lease the Leased Premises. If Tenant fails to open for business within one hundred eighty (180) days of the Delivery Date, Tenant shall be in default under this Lease, and Landlord may, at its sole option, terminate this Lease and re-lease the Leased Premises. Notwithstanding anything in Section 23, or any other section, of this Lease to the contrary, Tenant shall have no notice and cure rights for a default under this Section 40.

41. Personal Guaranty. It is hereby agreed that Shepherd Spencer and Lisa M. Rogers shall sign as personal guarantors of the Tenant's obligations under this Lease to the extent set forth in Exhibit B, attached to this Lease.

42. Attornment. Tenant agrees to recognize and attorn to any purchaser or transferee, to any purchaser at any foreclosure sale or to any grantee, assignee or transferee designated in any deed given in lieu of foreclosure provided such grantee has agreed not to disturb Tenant's possession and to recognize Tenant's rights and obligations under this Lease.

43. Parking. Tenant, Tenant's employees and employees of any permitted concessionaires or other occupants of the Leased Premises shall only park their vehicles in areas in the Center designated, from time to time, by Landlord as employee parking areas. Within five (5) days after the Rent Commencement Date, Tenant shall furnish to Landlord the license plate numbers and description of the vehicles operated by Tenant and its employees and permitted concessionaires or other occupants and Tenant shall notify Landlord of any changes in such information within five (5) days after such changes occur. In the event Tenant, its employees or its permitted concessionaires or other occupants park their vehicles in any parking spaces in the Center other than the designated employee parking areas, then Landlord, without limiting any other remedy which Landlord may have under this Lease, at law or in equity, may charge Tenant the sum of Fifty Dollars (\$50.00) per day per vehicle parked in violation of the provisions of this Section 43, as Additional Rent; provided, however, Landlord agrees to waive the monetary charges for the first (1<sup>st</sup>) seven (7) days of the first (1<sup>st</sup>) vehicle parked in violation of the provisions of this Section 43 during each calendar year of the Lease Term. Such Additional Rent shall be payable by Tenant within five (5) days after receipt from Landlord of a statement therefor. Tenant shall not interfere with the rights of Landlord and other tenants, and their respective permitted concessionaires, officers, employees, agents, licensees and invitees, to

use any part of the parking areas or any other portion of the Common Areas. Landlord reserves the right to impose parking charges by installing meters or otherwise.

44. Tap Fees. Tenant shall be responsible for all costs associated with and related to impact fees, sewer tap fees and any other fees required by the governing municipality for Tenant's intended use, unless specifically stated to the contrary in this Lease.

45. Choice of Law. The terms of this Lease shall be governed by the laws of the State of Michigan. Any dispute which may arise under this Lease shall be brought in the appropriate court within the State of Michigan.

46. Captions; Headings; Section. The captions, section numbers, article numbers, and headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

47. Lease Year. For purposes of this Lease, the first "Lease Year" shall be the period from the Rent Commencement Date through and including the last day of the month in which the first (1st) anniversary of the Rent Commencement Date occurs. The second "Lease Year" shall commence upon the expiration of the first Lease Year and continue for twelve (12) full calendar months thereafter. Each successive twelve-month (12) period thereafter shall also be a "Lease Year".

48. Waiver of Jury Trial. **TO INDUCE LANDLORD AND TENANT TO ENTER INTO THIS LEASE, LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL ISSUES CLAIMS, CAUSES OF ACTION AND/OR IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES**

AND HEIRS UNDER OR IN CONNECTION WITH THIS LEASE, ANY OF THE PROVISIONS HEREOF, AND/OR TENANT'S USE AND/OR OCCUPANCY OF THE LEASED PREMISES. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LANDLORD AND TENANT, AND LANDLORD AND TENANT EACH ACKNOWLEDGE THAT NEITHER LANDLORD NOR TENANT NOR ANY PERSON ACTING ON BEHALF OF LANDLORD OR TENANT HAS MADE ANY REPRESENTATIONS OF FACT OR LAW TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LANDLORD AND TENANT EACH FURTHER ACKNOWLEDGE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE AND THIS WAIVER WITH LEGAL COUNSEL.

49. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God; labor disputes; civil commotion; war; fire or other casualty; inability to procure materials; governmental regulations statutes, ordinances, restrictions or decrees (including without limitation any shelter in place decrees relating to COVID-19 (e.g., Governor's Whitmer's "Shelter in Place" order (Executive Order 2020-21)) or other pandemics; or other causes beyond the control of the party so obligated (financial inability excepted), then the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. For purposes of clarity, no delays pursuant to this Section 49, shall affect or diminish Tenant's obligation to pay Base Rent and Common Expenses.

50. Lease Contingencies. This Lease is contingent upon Tenant obtaining all applicable approvals and permits for Tenant's contemplated improvements to and proposed used

of the Leased Premises, excluding any approvals or approvals relating to Tenant's liquor licenses. If Tenant's contingencies are not satisfied within one hundred eighty (180) days of execution of this Lease, Landlord shall have the option to terminate this Lease by providing written notice to Tenant.

51. Exhibits. The exhibits attached hereto (or contemplated to be completed and attached to this Lease within the time periods specified in this Lease) are hereby made a part of this Lease as fully as if set forth in the text of this Lease. Unless expressly set forth to the contrary in this Lease, any site plans or tenant lists set forth in this Lease or in exhibits to this Lease are not intended, in any way, to constitute a representation or warranty by, or on behalf of, Landlord (a) as to the past, current, or future layout of the Center or (b) as to the past, existing or future tenants or occupants in the Center.

52. Noise Issues with Abutting Tenant. Prior to executing this Lease, Tenant brought a noise concern to Landlord's attention relating to the amount of noise coming through the adjoining wall with Fit Body Bootcamp. Landlord hired Memtech Acoustical to (a) take sound readings of the noise levels in the Leased Premises and the Fit Body Bootcamp space, and (b) to provide a proposal to remediate the noise to acceptable levels for an abutting restaurant (the Memtech Acoustical sound readings and proposal are attached as Exhibit I to this Lease). After receiving Memtech Acoustical's sound readings and proposals, Tenant engaged its own soundproofing consultant to review the Memtech Acoustical sound readings and proposal and to provide feedback and a second opinion on the proposal. As a result of Tenant's discussions with its soundproofing consultant, Tenant provided Landlord with the estimated pricing and soundproofing plans attached as Exhibit H and stated that Tenant would not be concerned about noise issues from the abutting space (the Fit Body Bootcamp) if the adjoining wall were

soundproofed in accordance with the plans set forth in Exhibit H. In an effort to resolve this matter and help defray the costs of the soundproofing, Landlord agreed to increase the Improvement Allowance from \$50,000.00 to \$55,000, but on two conditions. First, Tenant had to do all of the soundproofing work (i.e., the work on Exhibit H) for the Leased Premises and absolve Landlord for any obligation to do any of the work. Second, Tenant had to acknowledge the noise levels coming from the Fit Body Bootcamp space and agree to waive any and all rights and claims that it may have against Landlord relating to noise, sounds, and vibrations coming from the Fit Body Bootcamp space for the duration of the Lease Term. By signing this Lease, Tenant and Guarantors agree to (a) abide by the conditions set forth in the preceding two sentences, (b) complete the soundproofing work set forth on Exhibit H prior to opening for business to the general public, and (c) waive any and all claims, known or unknown, now existing or which may arise in the future, foreseeable or unforeseeable against Landlord resulting from any noise, sounds or vibrations emanating from the Fit Body Bootcamp space during the Lease Term.

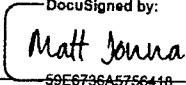
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IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date set forth above.

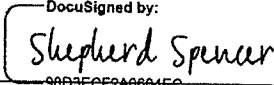
**LANDLORD:**

ROCHESTER-HAMLIN RETAIL  
CENTER, L.L.C.

By:   
Matthew Jonna  
Its: Manager

**TENANT:**

NU-ASIAN CUISINE, LLC d/b/a Little  
Tree Sushi Bar

By:   
Shepherd Spencer  
Its: President



## EXHIBIT A

### EXCLUSIVE USES OF OTHER TENANTS

1. A licensed pharmacy for the retail sale of prescription pharmaceutical products; a corporation, partnership or other person who shall have any right to devote more than 10% of their shelf and display space to the sale of any (a) health and beauty aids, (b) cosmetics, or (c) household supplies.
2. A weight loss clinic, diet center, exercise facility, health club or gymnasium. Any business whose "primary business" is a business that generates more than forty percent (40%) of its gross sales and revenue from personal training services focusing on cardiovascular and aerobic training and weight lifting.
3. A dry cleaner.
4. Dog grooming.
5. Submarine sandwiches, deli sandwiches and subs, except that another tenant may sell submarine sandwiches, deli sandwiches and subs provided that such tenant does not derive fifteen percent (15%) or more of its annual sales from the sale of submarine sandwiches, deli sandwiches and subs.
6. The sale of pizza.
7. Any business whose primary business is banking and loan origination services, including mortgage lending and origination service providers. For example, Quicken Loans, Chase Bank, TCF Bank, Bank of America, credit unions and other similar banking institutions are not permitted.
8. Styling, coloring or cutting hair, including barber shops, and unisex salons whose primary business is hair cutting, such as, but not limited to, Grondin's, Supercuts, Fantastic Sam's, LA Clips, Sports Clips, Big League Barber, Lady Jane's, Cost Cutters, Master Cuts, and Fiesta Cuts.

## **EXHIBIT A-1**

### **PERMITTED USES OF FOOD TENANTS**

Papa John's - Tenant's primary use of the Leased Premises shall be for a carry out and delivery pizza restaurant, with limited seating (not to exceed twelve seats), whose "primary business" is the retail sale of pizza, and for incidental purposes, including, selling soft drinks, sandwiches, subs, and wings and other items attached on Exhibit G, so long as said uses does not conflict with the exclusive uses granted to other tenants in the Center as set forth in Exhibit A. The Leased Premises shall not be used for any other purposes of any nature whatsoever without Landlord's prior written consent and shall in no event be used for any purpose in violation of any zoning or other laws, federal, state or local, or of any regulation of any governmental body having jurisdiction over the Leased Premises. For purposes of this Lease, "primary business" shall mean that the tenant derives eighty percent (80%) or more of its annual gross sales from the sale of pizza.

Hamlin Pub - Tenant shall use, open, occupy, and operate in the Premises solely for the operation of a restaurant and lounge.

Ram's Horn - It is understood and agreed between the parties hereto that the Leased Premises shall be used and occupied solely for the operation of a properly franchised Ram's Horn Restaurant, similar to other Ram's Horn Restaurants currently operated in the Detroit metropolitan area, and for no other purpose or purposes without the prior written consent of the Landlord.

**EXHIBIT B**  
**GUARANTY**

In consideration of the letting of certain Leased Premises to Nu-Asian Cuisine, LLC d/b/a Little Tree Sushi Bar (hereinafter "Tenant") under a lease dated May 3, 2021 (hereinafter "Lease"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shepherd Spencer and Lisa M. Rogers (collectively or individually, "Guarantor") hereby guarantee to Landlord, its successors and assigns, the payment of the rent and the full and faithful performance of all the terms, covenants and conditions in the foregoing Lease, during the Lease Term, to be paid and performed by Tenant, its assignees and sublessees. Guarantor will well and truly pay said rent or any arrears that may remain due thereon, and also all damages that may arise in consequence of the non-performance of said terms, covenants and conditions, or any of them, without requiring notice of any such default. Guarantor expressly waives notice of defaults and agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant or otherwise shall not in any way modify or release the obligations of Guarantor. This is a contract of suretyship.

Guarantor hereby waives notice of acceptance of this Guaranty and further agrees that this Guaranty shall be a continuing Guaranty of payment, and that Guarantor's liability hereunder shall in no way be affected or diminished by reason of any assignment of this Lease by Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any modification, renewal or extension, or if the Tenant holds over beyond the term, or by any delay in the prosecution by Landlord, or its successors-in-interest, of its rights under the Lease or under this Guaranty.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

Guarantor expressly agrees (without in any way limiting its liability under any other provision of this Guaranty) that Guarantor shall, at the request of Landlord, enter into a new lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease, if the Lease shall be terminated due to a default by Tenant hereunder.

Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor specifically waives any and all rights of subrogation and reimbursement that Guarantor may have against Tenant for payments hereunder, either before or after any filing under the Bankruptcy Code by Tenant.

If Guarantor becomes insolvent or files for bankruptcy and can no longer perform its obligations under this Guaranty, Tenant must deliver a creditworthy substitute guarantor.

The liability of each Guarantor is coextensive with that of Tenant and also joint and several with Tenant and/or any other Guarantor, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

Until all of Tenant's obligations under the Lease are fully-performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or action compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of Michigan. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty. Guarantor will pay to Landlord all of Landlord's expenses, including, but not limited to, attorney's fees, incurred in enforcing this Guaranty.

Notwithstanding the foregoing, for the period commencing on the Effective Date (as defined in the Lease) and continuing through the day before the Rent Commencement Date ("Initial Guaranty Period"), Guarantor's liability hereunder shall not exceed an amount equal to (i) \$153,520.00 ("Rent Guaranty Amount"); and (ii) all reasonable costs of enforcement of this Guaranty. If Tenant commits a default during the Initial Guaranty Period that results in the termination of the Lease, the remainder of this paragraph after the end of this sentence shall be deemed to be deleted. Commencing on the first day of the second month of the Lease Term and on the first day of every month thereafter the Rent Guaranty Amount shall be reduced by \$4,264.44 per month, provided, however, if Tenant commits a default which is not cured within the applicable notice and cure period, the Rent Guaranty Amount shall not reduce after the date on which such initial default occurred. Commencing on the first day of the fourth Lease Year, Guarantor shall have no further liability thereafter accruing under this Guaranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument as of the 3rd day of May, 2021.

GUARANTOR

DocuSigned by:  
*Shepherd Spencer*

80D3ECF2A004EC...  
Shepherd Spencer

Address: 1770 McManus Drive, Troy, Michigan 48084

DocuSigned by:  
*Lisa M. Rogers*

80D3ECF2A004EC...  
Lisa M. Rogers

Address: 1770 McManus Drive, Troy, Michigan 48084

## EXHIBIT D

### LANDLORD'S WORK

- DEMOLITION** Landlord shall demo the interior and exterior of the Leased Premises per the Landlord's plans (the plans are attached as part of this Exhibit D). Demolition shall include removal of the existing ceiling (and duct work above the ceiling grid), the flooring materials and removal of all improvements down to the studs, all per the attached plans. As part of the demolition, Landlord shall also turn all of the fire suppression heads up upon completion of the ceiling demolition (as required by the City of Rochester Hills).
- FAÇADE** Landlord shall install a new façade on the exterior of the Lease Premises per the Landlord's plans (the plans are attached as part of this Exhibit D). The new façade shall include new windows and doors, at the Landlord's cost, per the Landlord's plans.
- WATER HOOKUP** Landlord shall relocate the water hookup on the south exterior fascia of the Leased Premises, at Tenant's sole cost, per Landlord's plans (the plans are attached as part of this Exhibit D). Landlord shall deduct the cost of the relocation from Tenant's Improvement Allowance (as set forth in Section 10 of the Lease).
- HVAC** Landlord will provide one (1) new twelve-ton HVAC unit for the Leased Premises.

**With the exception of the above matters, Landlord shall deliver the Leased Premises to Tenant in its "AS IS" condition and Landlord shall not be required to make any other improvements to the Leased Premises. For purposes of clarity, Landlord and Tenant (a) agree to work in good faith to expedite the completion of Landlord's Work and Tenant's improvements to the Leased Premises, and (b) acknowledge that the Trespa panels for the facade work are on order and have a long lead time. Accordingly, Tenant agrees to commence its improvements to the Leased Premises promptly after its permits are issued and the demolition of the interior of the Leased Premises is complete (including turning up the sprinkler heads), but shall not be required to start paying rent until Landlord's work is complete and as otherwise set forth in Section 2 of the Lease.**

**EXHIBIT E**

**RULES AND REGULATIONS**

**TENANT: NU-ASIAN CUISINE, LLC d/b/a Little Tree Sushi Bar**

**LANDLORD: ROCHESTER-HAMLIN RETAIL CENTER, L.L.C.**

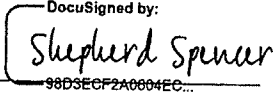
1. All deliveries should be made at the back of the Leased Premises whenever possible. Tenant agrees to use its best efforts to ensure that all deliveries are made at the back of the store.
2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
3. Tractor trailers must be unhooked or parked and must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be used. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Center.
4. Except for small parcel packages, no deliveries will be permitted through the front of the store unless the Tenant does not have a rear service door. In such event, prior arrangements must be made with the Landlord for delivery to Leased Premises. Merchandise being received shall immediately be moved into the Leased Premises and not left in the service/receiving areas or on the sidewalks.
5. Tenant's trash, refuse, and garbage must be in sealed bags and containers. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes, etc.); sanitary napkins; tea bags; cooking fats; cooking oils; any meat scraps or cutting residue; petroleum products (thinners, etc.); paper towels; non-biodegradable products; or any other items which the same are not designated to receive.
6. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, or window which may be unsightly from the outside of the Leased Premises.
7. Tenant shall operate and maintain all grease traps serving the Leased Premises in such a manner as to prevent solid materials or grease from entering the main sewer lines. If a sewer line blockage does occur, and if by the Landlord's sole determination the blockage occurred due to the Tenant's neglect, the Tenant shall be responsible for the cost to remove the blockage.
8. Tenant shall use, at Tenant's expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

9. Other than as permitted under Section 20 of this Lease, Tenant shall not permit or suffer any advertising medium to be placed on the Center's exterior walls, on the Center's standards, on the sidewalks, on parking lot areas or on cars parked in parking lot, or on light poles.
10. No permission, express or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Center, outside the Leased Premises, unless Landlord has previously given its written consent which may be granted or withheld in Landlord's sole discretion.
11. Tenant shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering, or direction on any part of the outside or inside of his storefront and windows, or on the Leased Premises. Landlord reserves the right to remove any matter, without notice to Tenant and at the cost and expense of Tenant.
12. No sale of merchandise by tent sale, truck load sale, going-out-of-business sale, or the like, shall be permitted in the parking areas or other Common Areas, unless Landlord has previously given its written consent.
13. Tenant shall not bring or permit to be on the Leased Premises: any bicycle or other vehicle; dogs (except in the company of a blind person) or any other animals or birds; or do anything therein tending to create or maintain a nuisance; or disturb, solicit or canvass any occupant of the Center; or commit any act tending to injure the reputation of the Center.
14. Before leaving the Leased Premises unattended, Tenant shall close and securely lock all doors and transoms and shut off all utilities in the Leased Premises. Any damage resulting from failure to do so shall be paid by Tenant.
15. Tenant shall maintain inside air temperature of Leased Premises at a minimum of 55 degrees Fahrenheit at all times during the winter, including those times when space is unattended.
16. Tenant or Tenant's employees shall not park their vehicles overnight or for extended periods without permission of the Landlord.
17. Tenant and Tenant's employees shall park only in locations designated by the Landlord. These designated areas may be changed from time to time without notice to all tenants. There shall be no parking in areas designated as fire lanes or the main aisles in front of stores reserved for customers. Tenant and its employees may be required to park at a location outside of the Center at no cost to Landlord.
18. Tenant shall register with the Landlord the license number, make and model of all cars belonging to Tenant and its employees to be parked in the parking lot.
19. Landlord shall have the right to have any vehicle parked in violation of these rules removed by a towing service at the expense of the vehicle's owner.

20. Tenant shall not permit or suffer any portion of the Leased Premises to be used for lodging purposes.
21. Tenant shall not, in or on any part of the Common Areas:
- a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
  - b) Exhibit any sign, placard, banner, notice, or other written material.
  - c) Distribute any circular, booklet, handbill, placard or other material.
  - d) Solicit membership in any organization, group or association, or contribution for any purpose.
  - e) Create a nuisance.
  - f) Use any of the Common Areas for any purpose when none of the other retail establishments within the Center are open for business or employment.
  - g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.
  - h) Deface, damage, or demolish any sign, light standard or fixture, landscaping materials or other improvements within the Center, or the property of customers, business invitees or employees situated in the Center.
22. Tenant shall report immediately to the Landlord any extraordinary situations or problems.

The undersigned hereby acknowledges and agrees to be bound by the above rules and regulations.

Date: 5/5/2021

By: 

Shepherd Spencer, President

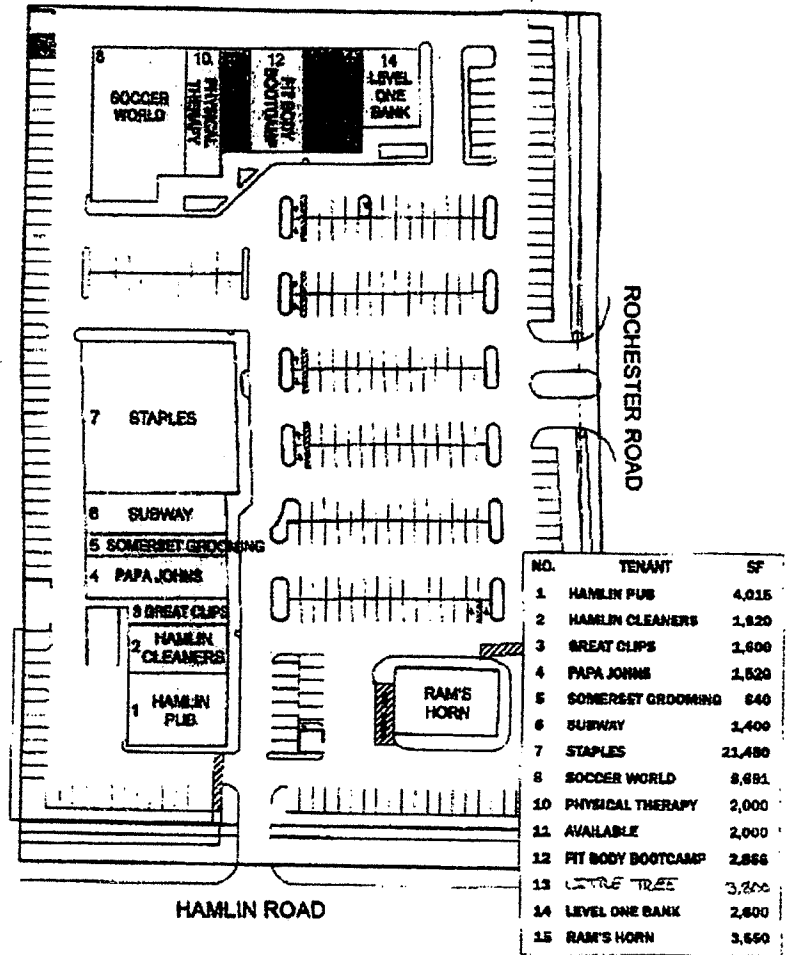


EXHIBIT F

SITE PLAN

EXHIBIT F

**Rochester - Hamlin Retail Center**



= LEASED PREMISES

**EXHIBIT G**

**APPROVED SIGNAGE**

**EXHIBIT H**

**TENANT'S SOUNDPROOFING COST ESTIMATES AND PLANS**

**All of the work set forth on this Exhibit shall be performed by Tenant. Landlord shall have no obligation to perform any of the work on this Exhibit and shall not be held liable for any defects or deficiencies in the design, plans, or construction of the soundproofing membrane between Fit Body Bootcamp and the Leased Premises.**