

# Commercial Space

1041 W Madison St. Chicago, IL 60607

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## STORE LEASE

**STORE LEASE**

LESSEE:

**SR Wells Inc.**

**Address: 1041 W Madison St, Chicago, IL  
60607**

**Telephone:**

LESSOR: **1041 MADISON LLC.**

Date of Lease: **March 25, 2021**

Term of Lease: **Four (4) years from Rent Commencement Date**

Lease Commencement Date: **July 1, 2021 (subject to Section 2 below)**

Lease Termination Date: **Four (4) years from the Rent Commencement Date (subject to Section 2 below) (June 30, 2025)**

Rent Commencement Date: **July 1, 2021 (Same as Lease commencement date) unless lessee doesn't obtain license by June 30, 2021. At this point, lessee shall only owe ½ month rent for July & full rent payment shall commence August 1, 2021**

Renewal Options: **Two (2)- Four (4) year renewal options with one hundred-eighty (180) days written notice**

Address of premises: **1041 W Madison St, Chicago, IL 60607**

**Legal description attached on Exhibit A (the "Premises")**

Description of Lessee's Purpose and Use of Premises: **Lessee shall use and occupy the premises as a retail store which includes the sale of cigar, cigarette, tobacco and tobacco accessories (e-cigarettes & e-liquid). Lessee covenants and warrants to operate in a first class manner, consistent with Lessee's other locations in the Chicagoland area. Smoking of tobacco, vape or other products shall be prohibited at this location at all times.**

Trade Name: **SR Wells. Inc**

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the Premises, as described and outlined on the attached Exhibit "A" site plan upon which site, on the first floor in a residential building located at 1041 W Madison St, Chicago, IL 60607 (the "Building") substantially in accordance with the above site plan, together with the appurtenances thereto for the above Term. The Premises consists of certain space containing approximately 900 rentable square feet of floor area, the location and approximate dimensions of which are set forth on Exhibit "A" attached hereto.

1.1 **Base Rent.** Lessee shall pay Lessor or Lessor's agent rent ("Base Rent") according to the following schedule:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$35,400.00	\$2,950.00
2	\$36,462.00	\$3,038.50
3	\$37,555.80	\$3,129.65
4	\$38,682.00	\$3,223.50
5 (First Option Term)	\$39,843.00	\$3,320.25
6	\$41,038.20	\$3,419.85
7	\$42,269.40	\$3,522.45
8	\$43,537.44	\$3,628.12
9(Second Option Term)	\$44,843.64	\$3,736.97
10	\$46,188.96	\$3,849.08
11	\$47,574.60	\$3,964.55
12	\$49,001.76	\$4,083.48

Base Rent is payable monthly in advance in installments as set forth above under Monthly Base Rent ("Monthly Base Rent"), as rent for the Premises until termination of this Lease. All rent payments shall be due and payable on the first day of each month at 2153 W Superior St. Chicago IL 60612 or such other address as Lessor may designate in writing. Rent shall be deemed to be paid on time if paid by the fifth day of the month.

Lessee's obligation to pay the Base Rent shall commence on Rent Commencement Date (subject to Section 2 below), except that upon execution of this Lease, Lessee shall pay to Lessor the first month of Base Rent. For purposes of this Lease, the first "year" shall be the twelve month period commencing on the Rent Commencement Date, and each subsequent "year" shall be each successive twelve month period thereafter. If the term commences on a date other than the first day of a calendar month or ends on a date other than the last day of a calendar month, monthly rent for the first month of the term or the last month of the term, as the case may be, shall be prorated based upon the ratio that the number of days in the term within such month bears to the total number of days in such month.

2. **Early Possession/Delayed Possession.** If Lessee is given and accepts possession of the Premises on a date earlier than the Lease Commencement Date, all covenants, agreements and obligations herein and the term of this Lease shall commence on the date that possession of the Premises is given to Lessee and such earlier date shall be deemed to be the Lease Commencement Date and the Rent Commencement Date and the Lease Termination Date shall be unchanged. If Lessor is unable to give possession of the Premises on the Lease Commencement Date due to failure to complete Lessor's Work, the rent reserved herein and the term of this Lease shall be delayed until the date that Lessor's Work is completed and possession of the Premises is given to Lessee and such later date shall be deemed to be the Lease Commencement Date.

The acceptance of possession by Lessee shall be deemed conclusively to establish that the Premises and all other improvements of the Building required to be constructed by Lessor for use thereof by Lessee hereunder have been completed unless Lessee notifies Lessor in writing prior to commencement of the term as to any items not completed. Lessee waives any claim as to matters not listed in said notice.

3. Real Estate Taxes and Common Area Maintenance. Lessor shall be responsible for ad valorem real estate taxes, maintenance and repair to mechanical systems, except as otherwise provided herein and shall be responsible for the property insurance for the Building, water bills for common areas, common area maintenance (including landscaping, snow removal, exterior lighting and parking lot) and maintenance and repair to structural systems. Lessee shall be responsible for interior janitorial, refuse removal and interior premise insurance.

4. Utilities. Lessee shall arrange for and directly pay, in addition to the Base Rent and other amounts payable herein, and commencing on the Lease Commencement Date, all charges for utilities serving the Premises, including but not limited to gas, electric, and other power bills, water, and refuse removal (including paying for a trash enclosure). In the event that any of the aforesaid items are not paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

5. Security Deposit. Lessee shall initially pay \$2,950 (1-month rent) non-refundable deposit during preliminary application of zoning/temporary lease. If lessee isn't permitted to open vape shop or can't obtain permits for any reason, this lease is null & void, therefore surrendering the full deposit. If lessee obtains zoning approval, then an additional \$2,950 (1-month rent) will be deposited, equaling a total of \$5,900 or two (2) month of rent. At this time, the full deposit amount will become refundable, & placed in a non-interest bearing account (this amount can't be used as last 2 months rent). If Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, said deposit, or any balance thereof, shall be returned to Lessee after the later of: (i) within thirty (30) days following the expiration of this Lease; or (ii) within thirty (30) days following the date by which Lessee has vacated the Premises.

6. Subletting/Assignment. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not mortgage or assign this Lease or permit the transfer of this Lease or the interest of Lessee in this Lease in whole or in part without, in each case, the consent in writing of Lessor; nor permit to take place by any act or default of itself or any person within its control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had. Lessor may withhold its consent to such assignment or subletting if in the reasonable judgment of Lessor (i) the subtenant or assignee is of a character or engaged in a business which is not in keeping with the standards maintained by Lessor at its developments or does not have a financial condition sufficient to satisfy its obligation with respect to its occupancy of the Premises, (ii) is an agency or instrumentality of any federal, state or local government authority (iii) the purpose for which the

subtenant or assignee intends to use the subleased space is in violation of the terms of this Lease; or (iv) Lessee is in default under this Lease. In no event shall such assignment or subletting release Lessee from its obligations under this Lease. If Lessee shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, or if there shall be a change in ownership of Lessee, Lessor may terminate this Lease, and pursue any and all legal remedies available to Lessor.

7. Prohibited Uses. Lessee will not permit any unlawful or immoral practice, with or without its knowledge or consent, to be committed or carried on in the Premises by itself or by any other person. Lessee will not allow the Premises to be used for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit it to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the Building of which they are a part. Lessee shall not cause or permit any obstruction or interference with the rights of other Lessees or occupants of the Building in which the Premises are located, and shall not violate in any manner any of the exclusive use rights granted by Lessor to any other Lessee in the Building. Lessee will not permit any use on the Premises that is prohibited by law, ordinance or governmental regulation. Further, Lessee shall take care so as to not diminish the value of the residential units in the Building.

8. Possession and Condition of Premises. Lessee hereby agrees to accept the Premises in "as is" condition except as otherwise specified on Exhibit "B" attached hereto. Lessee shall be entitled to possession of the Premises upon the Lease Commencement Date (subject to the availability of labor and/or materials and other circumstances beyond Lessor's control or otherwise; the parties acknowledge that the Lease Commencement Date is not guaranteed and Lessor shall have no liability for failing to complete Lessor's Work by the Lease Commencement Date ) and Lessor shall tender possession of the Premises to Lessee on the Lease Commencement Date (subject to delays as provided above) with the work described in Exhibit "B" ("Lessor's Work"), substantially completed. Lessor shall only be required to complete Lessor's Work and Lessee shall be responsible for all other work relating to making the Premises suitable for the conduct of Lessee's business ("Lessee's Work"). Lessee agrees that any entry into the Premises by Lessee, Lessee's agents, suppliers, contractors and workmen prior to the Lease Commencement Date shall be at Lessee's own risk and Lessor shall not be liable in any way for any injury, loss or damage which may occur to any of Lessee's property in the Premises, and Lessee agrees to protect, defend, indemnify and save harmless Lessor, its affiliates, beneficiaries, partners, members and their respective agents from all liabilities, costs, damages, fees and expenses arising out of or connected with the activities of Lessee or its agents in or about the Premises. In order to insure Lessor against liability for injury or death or damage to property of Lessor or its Lessees by reason of such entry and any activity or work carried on in or about the Premises or relating to Lessee's Work, prior to the initial entry to the Premises by Lessee and by each contractor or subcontractor for Lessee, Lessee shall furnish Lessor with such policies of insurance described under Sections 18.1 (i) and (v) and comply with all terms of said Sections. Prior to the initial entry to the Premises by Lessee and by each contractor or subcontractor for Lessee, Lessee shall submit to Lessor a contractor's sworn statement listing all subcontractors and materialmen hired to perform services or deliver materials for or to the Lessee's Work. Lessee shall submit to Lessor as the work is performed or

the materials are delivered fully executed lien waivers from all subcontractors and materialmen listed on the contractor's sworn statement. Neither Lessee nor its contractors shall use materials or services from any other materialmen or subcontractors other than those listed on the contractor's sworn statement.

9. Repairs and Maintenance. Lessee shall keep the Premises, appurtenances thereto and operating systems therein (excluding the heating and air conditioning systems for which Lessor is responsible) in a clean, sightly and healthy condition, and shall be responsible for the good repair and/or replacement of same, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at Lessee's own expense, and shall yield the same back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness, repair, and sightliness as at the date of the execution hereof, ordinary wear and tear excepted. Lessee shall make all necessary repairs and renewal upon Premises and replace broken glass and fixtures with material of the same size and quality as that broken and shall insure all glass windows and doors of the Premises at its own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, and such condition continues for thirty (30) days after Lessor's notice to Lessee of same, Lessor may enter the same itself or by its agents, servants, or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Lessee, or Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas, or electric fixtures.

10. Access to Premises. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises, six (6) months prior to the expiration or upon the earlier termination of this Lease, "For Rent" signs, and Lessee will not interfere with the same, so long as the signs do not unreasonably interfere with Lessee's business or Lessee's signage. Lessor shall give Lessee notice twenty-four (24) hours prior to entry unless there is an emergency situation.

11. Quiet Enjoyment. Lessor agrees that, if the rent and other amounts payable herein, are being paid in the manner and at the time prescribed and the covenants and obligations of the Lessee being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Lessor, subject to the specific provisions of this Lease.

12. Non-Liability of Lessor. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or its property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electrical wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water

closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the Building of which they are a part nor from the escape of steam or hot water from any fixture, it being agreed that said fixtures are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks, or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-Lessees, other persons, or occupants of the same Building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee. Lessee further agrees that all personal property upon the Premises, or upon loading docks or receiving and holding areas, shall be at the risk of Lessee only, and that Lessor shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions thereof, Lessee agrees to defend, protect, indemnify and save harmless Lessor and Lessor's beneficiary, if title to the Premises is at any time held in a land trust, and their respective partners, members, affiliates, officers, agents, servants and employees from and against all liability to third parties arising out of the use of the Premises or acts of Lessee or its servants, agents, employees, contractors, suppliers, workers or invitees. If any proceeding based on any such claim is brought against Lessor, Lessee shall defend such proceeding at its own cost by legal counsel reasonably satisfactory to Lessor.

13. Indemnification. Lessee hereby covenants and agrees to indemnify and save harmless Lessor from and against any and all liability, claims, demands, damages, expenses, fees, fines, suits, actions, and causes of action of any and every kind arising out of or in any way connected with (1) the installation by Lessee of any fixtures, machinery, equipment, furnishings, or improvements in the Premises; (2) Lessee's use, occupancy, or control of the Premises and Lessee's activities in the Premises or sustained in or about the Premises; or (3) resulting from negligence of Lessee, its customers, invitees, or licensees; (4) the erection, installation, maintenance, existence and removal of Lessee's signage; or (5) resulting from Lessee's failure to perform any obligation under this Lease; including legal and investigative fees and costs, and all other costs, expenses and liability. If any proceeding based on any such claim is brought against Lessor, Lessee shall defend such proceeding at its own cost by legal counsel reasonably satisfactory to Lessor.

14. Restrictions (Alterations. Fixtures). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or its agent, any articles of permanent character in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained. Lessee shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls or otherwise, without the consent in writing of Lessor, and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts, and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this Section shall not however apply to Lessee's trade fixtures, equipment and moveable furniture. Lessor shall install tenant supplied vinyl plank flooring (lessee will purchase materials & lessor will

install at no cost). Lessor shall paint entire space with color selected by lessee. Lessor & Lessee shall split the painting costs equally (50% paid by each party for labor & material).

15. Signage. No signage shall be affixed, attached, or exhibited in or about the Premises without the prior written consent of the Lessor which it shall not unreasonably withhold. All signage shall conform with all applicable statutes, laws, regulations, and ordinances Lessee shall be solely responsible for the cost of all signage. Without limiting the foregoing, Lessor agrees to the signage package attached hereto a Exhibit C.

16. Fire and Casualty. In the event the Premises and/or the Building is destroyed, in whole or in part, by fire or other casualty, Lessor may, at its option, terminate this Lease by giving Lessee written notice within one hundred (100) days after such destruction, or repair and restore the Premises with reasonable diligence provided Lessor elects to restore or repair the Building if damaged as a result of such casualty. If Lessor does not elect to terminate this Lease, while the Premises are untenable, the rent shall abate from the date that payments under Lessee's Business Interruption Insurance end until such premises are tenantable. If Lessee has no Business Interruption Insurance then the rent shall abate from the date of casualty until such premises are tenantable.

17.1 Eminent Domain, Partial Taking. If a portion of the Premises shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain and the Premises shall continue to be reasonably suitable for the use which is herein authorized, the rental herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Premises.

17.2 Eminent Domain, Substantial Taking. If the Premises or a part thereof sufficient to render the Premises wholly unfit for the use herein authorized shall be condemned or acquired by grant or otherwise, for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain, Lessee shall have the right, at Lessee's option to terminate and cancel this Lease on thirty (30) days written notice to Lessor, and under this Section, Lessee shall be liable only for rents and other charges accrued and earned to the date of surrender of possession of the Premises to Lessor and for the performance of other obligations maturing prior to said date.

17.3 Eminent Domain, Award. Lessee shall not be entitled to participate or receive any part of the damages or award which may be paid to or awarded Lessor by reason of a taking under this Section except where said award shall provide for moving or other reimbursable expenses for the Lessee under applicable statute in which event the latter sum shall be received by Lessee.

18.1 Insurance. Commencing on the Lease Commencement Date, Lessee shall purchase and maintain insurance for the benefit of Lessee, Lessor and any mortgagee as more particularly provided below (as their interest may appear) with terms, coverages and in companies reasonably satisfactory to Lessor provided that each insurance company shall have a Bests' rating of "A-VII" or better, and with such increases in limits as Lessor may from time to time reasonably request, but initially Lessee shall maintain the following coverages in the following amounts:



- (i) Commercial General Liability Insurance with coverage for premises/operations, personal injury or death, products/completed operations and contractual liability with combined single limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 for each policy year. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto.
- (ii) Property Damage Insurance covering any Lessee improvements in the Premises, furniture, trade fixtures, equipment, merchandise, inventory, and all other items of property on the Premises, including property of the Lessee and property which Lessee holds on the Premises for another party, which insurance shall, with respect only to Lessee improvements, name Lessor as additional loss payee as its interests may appear. Such insurance shall be written on all "all risks" of physical loss or damage basis, including flood and earthquake, for the full replacement cost value of the covered items and in amounts that meet any co-insurance clause of the policies of insurance and shall contain a commercially reasonable deductible amount.
- (iii) Business Interruption Insurance in an amount sufficient to insure that the Base Rent and other amounts payable herein will be paid to Lessor for a period of no less than six (6) months if the Premises or a portion thereof are destroyed or rendered untenable.
- (iv) Plate Glass Insurance covering any windows within the Premises or on the exterior walls of Premises.
- (v) Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for employees of Lessee, and Employer's Liability Insurance with limits of \$500,000.00 per accident or disease. In addition, Lessee agrees to require and warrants that all contractors hired by Lessee will maintain the same Worker's Compensation Insurance and Employer's Liability Insurance for such contractor's employees and will require all subcontractors to maintain such insurance and Lessee agrees to indemnify, defend, and hold Lessor harmless from any loss, injury, damage or liability which Lessor may suffer as a result of any such contractor or subcontractor failing to maintain such insurance.
- (vi) During any period in which Lessee has company-owned vehicles used by any employee (or person having an ownership interest in Lessee) at the Premises, Motor Vehicle Liability Insurance with coverage for all owned, non-owned, and hired vehicles with combined single limits of liability of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (vii) [Discuss Lessee shall obtain at its expense all liquor licenses and any other licenses and permits required by law or otherwise necessary for serving alcoholic beverages at the Premises as permitted under Section 27 of this Lease should Lessee elect to avail itself of the rights under said section and Lessee shall maintain said licenses and permits in full force and effect for as long as Lessee serves alcoholic beverages at the Premises. During any periods that Lessee serves alcoholic beverages at the Premises, Lessee shall

in addition to all other Insurance Lessee is required to procure under this Lease, obtain and maintain host liquor liability insurance in full force or cause to be obtained and maintained in full force "dram shop" or liquor liability insurance coverage in an amount of at least One Million Dollars (\$1,000,000.00) naming Lessor and such other Parties as Lessor designates as additional insureds.]

Lessor, and any mortgagees or third parties designated by Lessor, shall be named as additional insureds on all of the above said policies. Lessee shall, prior to the commencement of the Term and on each anniversary of the Commencement Date, furnish to Lessor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Lessor and Lessee. The insurance maintained by Lessee shall be deemed to be primary insurance and shall provide for payment of loss to Lessor notwithstanding any act or negligence of Lessee which might otherwise result in forfeiture of said insurance and any insurance maintained by Lessor shall be deemed secondary thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure, and maintain same, but at the expense of Lessee. The limit of any such insurance shall not limit the liability of the Lessee hereunder.

18.2. Waiver of Subrogation. Whether the loss or damage is due to the negligence of the Lessor or Lessee or their respective agents or employees, or any other cause, Lessor or Lessee do each herewith and hereby release and relieve the other, their principals, and their respective agents, employees, servants, all from responsibility for, and waive their entire claim of recovery for:

(i) any loss or damage to real or personal property located anywhere in the Building, including the Building itself, arising out of or incident to the occurrence of any of the perils which may be covered by their respective fire insurance policies, with extended coverage endorsements, or

(ii) loss resulting from business interruption at the Premises or loss of rental income from the Building, arising out of or incident to the occurrence of any of the perils which may be covered by the Business Interruption Insurance policy held by Lessee.

Lessor and Lessee each shall cause its respective insurance carriers to consent to such waiver of all rights of subrogation against the other. Each party shall furnish a certificate of such insurance to the other. Notwithstanding the foregoing, no such release shall be effective unless the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated and to the extent of the proceeds collected under such insurance.

19. Termination; Holding Over. At the termination of the Term, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee does not remove its personal property (trade fixtures, equipment and moveable furniture) from the Premises prior to the end of the Term or any renewal period, however ended, the Lessee shall be conclusively presumed to have conveyed same to Lessor under this Lease as a bill of sale without further payment or credit by Lessor to Lessee and Lessor may remove same and Lessee shall pay the cost of such removal to Lessor upon demand. If Lessee retains possession of the

Premises or any part thereof after the termination of the Term by lapse of time or otherwise, then Lessor may at its option within thirty (30) days after termination of the Term serve written notice upon Lessee that such holding over constitutes a month to month tenancy, upon the terms of this Lease except at two (2) times such rental. The provisions of this Section shall not constitute a waiver by Lessor of any right of reentry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein. Lessee's obligation to observe or perform the covenants contained herein shall survive the expiration or earlier termination of this Lease.

20. Lessor's Remedies. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of thirty (30) days, or in case of the non-payment of the Base Rent or other amounts payable herein, not cured within five (5) days of the due date (the fifth day of the month), or of the breach of any other covenant in this Lease contained, unless any such breach is not cured within thirty (30) days after notice, Lessee's right to the possession of the Premises thereupon shall terminate upon notice (to the extent permitted by law) and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and without however, releasing Lessee from liability, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may be necessary, and Lessor may repossess itself of the Premises as of its former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detained nor waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detained or to Lessor and Lessee, or any other statute, or by the common law, during the Term of this Lease or any extension thereof. The acceptance of Base Rent or others amounts payable herein, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease. Lessee covenants that any forfeiture, annulment or voidance of this Lease shall not relieve Lessee from the obligation to make the monthly payments of Base Rent and other amounts payable herein.

21. Right to Relet. If Lessee's right to possession of the Premises shall be terminated in any way, the Premises or any part thereof, may but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor

shall not be required to accept or receive any Lessee offered by Lessee, or to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or Lessee to mitigate the damages of Lessee or otherwise, Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a lessee by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted Lessee by the payment of any rent, or otherwise, shall constitute only, satisfaction pro tanto of the obligations of Lessee arising hereunder. Notwithstanding the above, Lessor shall exercise due diligence in attempting to procure a new Lessee to mitigate its damages.

22. Costs and Fees. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease. In the event of any litigation regarding this Lease, the prevailing party shall be entitled to reasonable legal fees and costs from the other party.

23. Removal of Other Liens. In the event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten (10) days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

24. Subordination to Mortgage/Estoppel. Lessee agrees that this Lease is and shall be subordinate to any mortgage, ground lease or other lien or restriction of record now existing or hereafter placed on or affecting the Premises, the Building, the common areas, or any combination or portion thereof, and to any renewals, refinancing or extensions thereof and to all advances made or hereafter to be made upon the security thereof. This subordination provision shall be self-executing and no further instrument of subordination shall be required. Lessee further agrees, promptly upon demand, but not less than ten (10) days after Lessor's request, to execute such further instruments as may be necessary to carry out the intent of this Section. Promptly upon demand, but not less than ten (10) days after Lessor's request, Lessee shall execute and deliver to Lessor (or to such other party as Lessor may specify) a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or, if Lessee alleges a default, stating the nature of such alleged default) and further stating such other matters as Lessor or its mortgagee(s) or proposed purchaser(s) shall require.

25. Hours. In no event shall Lessee conduct business with the public on the premises prior to 8:00 a.m. or after 10:30 p.m. Sunday- Thursday & prior 8:00am or after 11pm Friday-Saturday without the consent of Lessor. Notwithstanding the foregoing, Lessee shall be permitted to conduct

stocking, maintenance and food preparation outside of such hours so long as such work does not affect the quiet use and enjoyment of the residences contained in the building.

26. Continuous Occupancy. Lessee agrees that it will keep its place of business in the Building open continuously during the Term of this Lease on such days and for such hours as are customary for similar type commercial areas in the greater Chicagoland area and will not cease operations in said premises without the express written consent of the Lessor, unless prevented from doing business therein by reason of applicable ordinances or other acts of government authorities, or by acts of God, or conditions beyond the control of the Lessee. Without limiting the foregoing, if Lessee ceases operations in the Premises for a period of one (1) consecutive month, excluding closure due to force majeure, casualty, condemnation, inventory, renovation, remodeling, or assignment or subletting of the Lease, then Lessor may recapture the Premises and terminate the Lease upon fifteen (15) days prior written notice to Lessee unless Lessee resumes operations in the Premises prior to the expiration of such fifteen (15) day notice period, in which case Lessor's recapture and termination notice shall be null and void.

[27. Sale of Liquor. Lessee warrants it will not serve or sell liquor on or from the Premises. Lessee shall not be deemed to have violated the terms of this Section 27 by serving alcoholic beverages in the Premises if served at no cost in connection with an occasional reception, fashion show, opening event or similar event to invited guests of Lessee or in connection with a gathering of employees that is not open to the public; provided however that (i) Lessee obtains all permits, licenses and insurance required by law or under this Lease and (ii) Lessee furnishes Lessor certificates of insurance evidencing such insurance coverage required under Section 18.1 (vii).]

28. Remedies Not Exclusive. The obligation of Lessee to pay the Base Rent and other amounts payable herein reserved hereby during the balance of the Term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejection or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive the Base Rent or other amounts due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

29. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Lease must be in writing. All notices, demands and requests to be sent hereunder shall be deemed to have been properly given or served by personally delivering the same, posting at the leased premises if to Lessee, or by depositing the same in the United States mail addressed to the respective parties, postage prepaid, and registered or certified with return receipt requested at the following address:

If to Lessor:  
1041 MADISON LLC.  
7020 Foxfire Dr.  
Crystal Lake IL, 60012

If to Lessee:

or to such other address as either party may from time to time designate by written notice to the other party.

30. Miscellaneous.

(a) Provisions inserted on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.

(b) Lessee shall keep and observe such rules and regulations now or hereafter required by Lessor which are deemed necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The term "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessees in all cases where there is more than one Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.

(f) All Base Rent and other payments due from Lessee to Lessor shall incur a late charge equal to ten percent (10%) of the payment due and said payment due and penalty shall bear interest also due to Lessor of two percent (2%) per month for each month that said payments due hereunder are not paid or late. It is understood by the parties that this late charge is in addition to the remedies of the Lessor for termination of this Lease for non-payment of rent. A minimum charge of \$50.00 will be made for any returned checks, NSF or otherwise.

(g) No payment by Lessee or receipt by Lessor of a lesser amount than any installment or payment of Base Rent or other payments due hereunder shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or payment of Base Rent or other payments due hereunder or pursue any other remedies available to Lessor. No receipt of money by Lessor from Lessee after the termination of this Lease or Lessee's right of possession of the Premises shall reinstate, continue or extend the Term. Lessor shall have the right and in its sole discretion, without being required to give Lessee prior notice, to apply payments received from Lessee as Lessor determines (regardless

of Lessee's designation of such payments), either past due and accrued amounts, or to current Base Rent or other payments due hereunder, provided that upon Lessee's request, Lessor shall provide Lessee with a current statement of its account.

(h) Lessor shall be deemed not in default with respect to any of the terms, covenants and conditions of this Lease on Lessor's part to be performed, if Lessor fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental law or regulation, riot insurrection, war, fuel shortage, accident, casualty, act of God, act caused directly or indirectly by Lessee (or Lessee's agents, employees or invitees), or any other cause beyond Lessor's reasonable control.

(i) Time is of the essence in this Lease and the performance of all obligations hereunder.

(j) If Lessee fails to perform any of its duties under this Lease when required (or if not specified then within a reasonable time, Lessor shall have the right (but not the obligation), after the expiration of any grace period elsewhere under this Lease expressly granted to Lessee for the performance of such duty, to perform such duty on behalf and at the expense of Lessee without further prior notice to Lessee, and all sums expended or incurred by Lessor (including court costs, attorneys' fees and related litigation or settlement expenses) in performing such duty shall be deemed to be additional rent under this Lease and shall be due and payable upon demand by Lessor.

(k) Lessee represents that Lessee has dealt with no real estate broker, sales persons, or finder in connection with this Lease and no such person initiated or participated in the negotiation of this Lease or showed the Premises to Lessee other than Brett Vogel of CBRB who shall be entitled to a commission pursuant to a separate agreement with Lessor's broker Miller Chicago. Lessee hereby agrees to indemnify and hold harmless Lessor, its principals and their respective agents, employees and servants, from and against any and all liabilities and claims for commissions and fees arising out of breach of the foregoing representations, and Lessor agrees to pay all commissions to its broker named above.

(l) All rights and remedies of the parties under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(m) All of the representations and obligations of the parties are contained herein and in the Exhibits attached hereto, and no modification, waiver or amendment of the Lease or of any of its conditions or provisions shall be binding upon either party unless in writing signed by the party to be charged or by its duly authorized agent empowered by a written instrument signed by the party to be charged; and there are no other agreements whether written or oral.

(n) Lessee acknowledges that Lessor has the right to transfer its interest in the Premises or any portion of the Building and in this Lease, and Lessee agrees that in the event of any such transfer Lessor shall automatically be released from all liability under this Lease and Lessee agrees to look solely to such transferee for the performance of Lessor's obligations hereunder. Lessee further acknowledges that Lessor may assign its interest in this Lease to a mortgage lender as

additional security and agrees that such an assignment shall not release Lessor from its obligations hereunder and that Lessee shall continue to look to Lessor for the performance of its obligations hereunder. If any lender requires, as a condition to its lending funds the repayment of which is or is to be secured by a mortgage or trust deed on the Premises and Building or either, that certain modifications be made to this Lease, which modifications will not require Lessee to pay any additional amounts or otherwise change materially the rights or obligations of Lessee hereunder, Lessee shall, upon Lessor' request, execute appropriate instruments effecting such modifications.

(o) Lessor's title is and always shall be paramount to the title of Lessee. Nothing in this Lease shall empower or be deemed to empower Lessee to do any act which can, shall or may encumber the title of Lessor.

(p) Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Lessee or by anyone acting through, under or on behalf of Lessee, and the recording thereof in violation of this provision shall make this Lease null and void at Lessor's election.

(q) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Lessor and Lessee, it being expressly understood and agreed that neither the method or computation of Base Rent or other payments due hereunder nor any act of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

(r) In the event any rent tax or other similar tax that covers the Premises shall be levied during the Term of this Lease, it shall then be added to the rental as so much additional rental. It shall be the Lessee's responsibility to pay same.

(s) The failure of the Lessor to insist upon performance of any of the conditions of this Lease in any one or more instances shall not be a waiver thereafter of the right to full performance of all of the agreements of Lessee herein set forth, and of all conditions when any performance is due.

(t) The parties to this Lease hereby agree to execute such other documents as may be necessary to effectuate the intents and purposes of this Lease.

(u) In case Lessee is a corporation or limited liability company, Lessee (i) represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of Lessee and constitutes the valid and binding agreement of Lessee in accordance with the terms hereof and (ii) shall deliver to Lessor, concurrently with the delivery of this Lease executed by Lessee, certified resolutions of the board of directors, members or shareholders, as the case may be, authorizing Lessee's execution and delivery of this Lease and the performance of Lessee's obligations hereunder. In case Lessee is a partnership, Lessee represents and warrants that all of the persons who are general or managing partners in said partnership have executed and delivered this Lease pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding



agreement of the partnership and each and every partner therein in accordance with its terms, to the extent permitted by law, and concurrently upon execution of this Lease by Lessee, Lessee shall deliver a certificate from the partnership so stating; and each and every present and future partner in Lessee shall be and remain at all times jointly and severally liable hereunder, to the extent permitted by law, and the death, resignation or withdrawal of any partner shall not release the liability of such partner under the terms of this Lease unless and until Lessor shall have consented in writing to such release. In breach of the foregoing warranties and representations, the undersigned as agents, partners, members, officers or directors of Lessee shall be rendered personally liable as Lessee.

(v) This Lease represents a commercial lease made at arm's length by Lessor and Lessee and fully negotiated with the assistance of independent legal counsel and other professional consultants. For the purposes hereof, any real estate broker engaged by Lessee, even though to be paid by Lessor as provided elsewhere in this Lease shall be deemed Lessee's "independent" consultant. As such Lessor and Lessee acknowledge that, except where specifically indicated to the contrary, there is no clear delineation between the "business" and "legal" terms of this Lease. Also as a consequence thereof, in the event this Lease or any provision of this Lease requires judicial or similar interpretation because of an alleged or claimed ambiguity, NEITHER Lessor nor Lessee shall be prejudiced by any rule, canon or maxim of construction that any such provision is to be construed (strictly or otherwise) against the "drafter," rather, all provisions of this Lease shall be interpreted so as to be equitable to both Lessor and Lessee under the totality of all provisions of this Lease, if any, reasonably in pari materia to the provision alleged or claimed to be ambiguous.

(w) For the purposes hereof, "hazardous substances" shall mean all materials or substances, whether solid, liquid or gaseous, which from time to time are declared by applicable federal, state or local governmental law, ordinance, code, rule or regulation from time to time in effect, to be subject to removal, abatement or regulated use, by reason of toxicity or other public health, safety or welfare consideration, whether per se or dependent upon level of presence of composites or other mixtures. Insofar as Lessee's movable fixtures, office furniture, business equipment and miscellaneous personalty is concerned, and except to the limited extent (and solely in the manner) permitted by applicable governmental law, ordinance, code rule or regulation from time to time in effect, Lessee shall neither bring into, keep nor use any hazardous substances in or about the Premises or the Building; and Lessee at its sole cost and expense shall comply with all such laws, ordinances, codes, rules and regulations, including without limitation removal of hazardous substances if banned.

(x) Intentionally Omitted.

(y) It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Lessor, while in form purporting to be representations, covenants, undertakings and agreements of the Lessor are, nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Lessor or for the purpose or with the intention of binding said Lessor personally, but are made and intended for the purpose of binding only Lessor's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in the event of a default by Lessor,

Lessee shall look solely to the interest of Lessor in the Premises. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessor on account of this Lease or on account of any representation, covenant, undertaking or agreement of Lessor in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by Lessee herein and to all persons claiming by, through, or under Lessee. The foregoing limitation on Lessor's liability shall inure to and for the benefit of Lessor and its successors and assigns, Lessor's directors, general and limited partners, members, shareholders, employees, servants and agents and their successors and assigns and, if title to the Premises or Building is at any time held in a land trust, all beneficiaries of such land trust and their partners, agents and employees.

31. Trash Removal. Lessee will not permit the accumulation of rubbish, trash, garbage or other refuse in or around the Premises and will remove same and pay for a trash enclosure at Lessee's expense. Lessee shall be responsible, at Lessee's expense, for all janitorial services within the Premises. Lessee shall also take all necessary acts to ensure that it does not cause the Premises to be infested with rodents, pests, insects and like infestation. In the event Lessee fails to remove any accumulation of rubbish immediately upon notice to do so, Lessor shall have the right to abate same and to charge Lessee for all costs and expenses incurred thereby.

32. Parking. N/A


33. Guaranty. It is a condition to the effectiveness of this Lease that Basharath H. Mohammed shall have executed and delivered the guaranty attached as "Exhibit D" (the "Guaranty").

34. Severability. If any clause, phrase, provision, or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances.

[SIGNATURE PAGE ATTACHED]

WITNESS the hands and seals of the parties hereof, as of the Date of Lease stated above.

LESSOR:

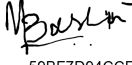
DocuSigned by:  
  
D057102C3C2C4BF...

Stephen Dykun

1041 Madison LLC

3/31/2021

LESSEE:

DocuSigned by:  
  
59BF7D94CCF4427...

Basharath H. Mohammed

SR wells Inc

3/31/2021

**EXHIBIT "A"**

Legal Description  
[To Follow]

**SITE PLAN**

**SEE ATTACHED**

**EXHIBIT "B"**

**DESCRIPTION OF LESSOR'S WORK AND LESSEE'S WORK**

Attached to and forming a part of 1041 W Madison St Lease

Lessor: 1041 Madison LLC.

Lessee: SR Wells Inc.

**LESSOR'S WORK**

Lessor shall install tenant supplied vinyl plank flooring (lessee will purchase materials & lessor will install at no cost). Lessor shall paint entire space with color selected by lessee. Lessor & Lessee shall split the painting costs equally (50% paid by each party for labor & material).

**LESSEE'S WORK**

Lessee to comply with Section 8 of Lease. Any structural changes or changes to the façade must require Lessor's prior written consent and approval. Lessee shall, at its cost, submit preliminary architectural, mechanical, and structural drawings for Lessor's approval.

**EXHIBIT "C"**  
**APPROVED SIGNAGE PACKAGE**

**EXHIBIT "D"**

**GUARANTY OF LEASE**

3/31/2021

This Guaranty made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 by Basharath H. Mohammed (“Guarantor”) in favor of <sup>1041 Madison</sup>~~LLC~~ (“Lessor”).

A. SR Wells Inc. (“Lessee”) is desirous of entering into that certain lease of even date herewith with Lessor relating to certain premises known as 1041 W Madison St. in Chicago, Illinois, which Lease is herein referred to as the “Lease”.

B. Guarantor has requested that Lessor enter into the Lease.

C. Lessor has declined to enter into the Lease unless Guarantor guarantees the Lease.

NOW THEREFORE, to induce Lessor to enter into the Lease, Guarantor hereby agrees as follows:

1. Unconditional Guaranty. Guarantor unconditionally guarantees to Lessor and the successors and assigns of Lessor the full and punctual payment, performance and observance by Lessee of all of the terms, covenants and conditions in the Lease to be kept, performed or observed by Lessee. Without limiting the foregoing, Guarantor guarantees the performance or payment of any liability of Lessee which shall accrue under the Lease for any period preceding as well as any period following the term of the Lease. If, at any time, Lessee shall default in the performance or observance of any of the terms, covenants or conditions in the Lease to be kept, performed or observed by Lessee, including, without limitation, the payment of any rent or other charge, Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Lessee. In no event shall the Guaranty exceed one (1) year’s rent for the Premises plus any free rent and brokerage commissions amortized on a straight line basis over the initial term of the Lease plus collection costs in recovering under this Guaranty.

2. Waiver of Notice: No Release of Liability. Any act of Lessor or the successors or assigns of Lessor consisting of the giving of any consent to any manner or thing relating to the Lease, or the granting of any indulgences or extensions of time to Lessee, may be done without any notice to Guarantor and without releasing the obligations of Guarantor hereunder. The obligations of Guarantor hereunder shall not be released by Lessor’s receipt, application or release of security given for the performance and observance of covenants and conditions in the Lease to be performed or observed by Lessee, or by any modifications of the Lease. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Lessee in any creditors, receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Lessee or the estate of Lessee in bankruptcy, or of any remedy for the enforcement of Lessee’s liability under the Lease resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Lessee; (e) any disability or other defense of Lessee; (f) the cessation from any cause whatsoever of



the liability of Lessee; or (g) the exercise by Lessor of any rights or remedies reserved to Lessor under the Lease, provided or permitted by law or by reason of any termination of the Lease.

3. Joinder: Statue of Limitation. Guarantor agrees that he may be joined in any action against Lessee in connection with the obligations of Lessee under the Lease as covered by this Guaranty and recovery may be had against Guarantor in any such action of Lessor may enforce the obligations of Guarantor hereunder without first taking any action whatsoever against Lessee or its successors and assigns, or pursue any other remedy or apply any security it may hold, and Guarantor hereby waives all rights to assert or plead at any time any statute of limitations as relating to the Lease, the obligations of Guarantor hereunder and any and all surety or other defenses in the nature thereof.

4. Limitation of Claims: Subordination. Until all of the covenants and conditions in the Lease on Lessee's part to be performed and observed are fully performed and observed, Guarantor: (a) shall have no right of subrogation against Lessee by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Lessee by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Lessee now or hereafter held by Guarantor to the obligations of Lessee to Lessor under the Lease.

5. De Facto Lessee. In the event this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction or in the event of any limitation of liability of Guarantor herein other than as expressly provided herein, then Guarantor shall be deemed to be a Lessee under the Lease with the same force and effect as if Guarantor was expressly named as a joint and several Lessee therein with respect to the obligations of Lessee thereunder hereby guaranteed.

6. Amendment or Assignment of Lease. The provisions of the Lease may be changed, modified, amended or waived by agreement between Lessor and Lessee at any time, or by course of conduct, with the consent of and with notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as so changed, modified, amended or waived. Any assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty and if Lessor disposes of its interest in the Lease, "Lessor", as used in this Guaranty, shall mean Lessor's successors and assigns.

7. Defenses of Lessee. Guarantor waives any defense by reason of any legal or other disability of Lessee and any other party to the Lease, and further waives any other defense based on the termination of Lessee's liability for any cause, as well as any presentments, or notices of acceptance of this Guaranty, and further waives all notices of the existence, creation, or incurring of new or additional obligations.

8. No Waiver by Lessor. No delay on the part of Lessor in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Lessor under the Lease or hereunder, nor shall any delay, omission or waiver on any one or more occasions be deemed a bar to or a waiver of the same or any other right on any other future occasion.

9. Joint and Several Liability. If there is more than one undersigned Guarantors, the term "Guarantor", as used herein, shall include all of such undersigned and each and every provision of this Guaranty shall be binding on each and every one of the undersigned and they shall be jointly and severally liable hereunder and Lessor shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

10. Whole Agreement. This instrument constitutes the entire agreement between Lessor and Guarantor with respect to the subject material hereof, superseding all prior oral or written agreements or understandings with respect thereto and may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Lessor.

11. Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

12. Guarantor's Successors. Guarantor's obligations under this Guaranty shall be binding on the successors, heirs and assigns of Guarantor. Guarantor shall not be released by any assignment or delegation by it of its obligations hereunder.

13. Attorneys' Fees. If Lessor is required to enforce Guarantor's obligations hereunder by legal proceedings, Guarantor shall pay to Lessor all costs incurred, including, without limitation, reasonable attorneys' fees.

14. Captions. The Section headings appearing herein are for purposes of identification and reference only and shall not be used in interpreting this Guaranty.

15. Interpretation: Severability. It is agreed that if any provision of this Guaranty or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Guaranty or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Guaranty is capable of two constructions one of which would render the provision valid, the provision shall have the meaning which renders it valid.

16. Extensions and Renewals. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover term following the term granted in the Lease or any extension or renewal thereof.

17. ACKNOWLEDGEMENT: ENFORCEABILITY. GUARANTOR REPRESENTS AND WARRANTS TO LESSOR THAT GUARANTOR HAS READ THIS GUARANTY AND UNDERSTANDS THE CONTENT HEREOF AND THAT THIS GUARANTY IS ENFORCEABLE AGAINST GUARANTOR IN ACCORDANCE WITH ITS TERMS.

[SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the day and year first above written.

WITNESSES:

DocuSigned by:

*Andrea Miller*

21BE295B9674479...  
Andrea Miller 3/31/2021

DocuSigned by:

*Melinda Miscovich*

1489597BD83C422...  
Melinda Miscovich 3/31/2021

GUARANTOR:

DocuSigned by:

*Basharath*

59BF7D94CCF4427...  
Basharath H. Mohammed

3/31/2021