

Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, (ii) any corporation, limited partnership, limited liability partnership, limited liability company, any trust which Jeremy Sasson is the beneficiary or Trustee of, or other business entity acquiring all or substantially all of the ownership interest in Tenant so that it exercises all rights of control over Tenant or Tenant's business at the Premises, including operational, financial, management and strategic decisions (iii) an Affiliate of Tenant; "Affiliate" means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question, or is an immediate family member of Jeremy Sasson or any Trust of which Jeremy Sasson is the beneficiary or Trustee or to or from a Domestic Asset Protection Trust established for the benefit of Jeremy Sasson (iv) to a successor in interest to Tenant, in connection with a sale of the stock of Tenant or substantially all of its assets provided that successor in interest will operate the Premises in accordance with the terms of the Lease. Tenant agrees that it will provide Landlord with advance notice of any Permitted Transfer, together with the name of the successor Tenant.

Tenant's foregoing right to assign this Lease or to sublet a portion or the entire Premises to an affiliate shall be subject to the following conditions: (1) Tenant shall not be in monetary default hereunder past any applicable cure period as set forth in this Lease; and (2) the transferee or successor entity shall expressly assume in writing Tenant's obligations hereunder by a written assumption in form acceptable to Landlord which shall provide, that the assignment and assumption or sublease is made expressly subject to the provisions of this Section of the Lease and that any subsequent assignment of the Lease or the sublease by the assignee or sublessee, or any subsequent sublease or sub-sublease, of all or any portion of the Premises, shall remain subject to the provisions of this Section of the Lease.

**Section 10.6 Transfer Consideration.** Except in connection with a transfer to a Tenant Affiliate, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium", as that term is defined in this section, received by Tenant from such transferee. "Transfer Premium" shall mean all rent, additional rent payable by such transferee in connection with the transfer in excess of the rent and additional rent payable by Tenant under this Lease during the Term. Transfer Premium shall be computed after accounting for deduction of any free base rent provided to the transferee in connection with the transfer (provided that such free rent shall be deducted only to the extent the same is included in the calculation of total consideration payable by such transferee), any brokerage commissions in connection with the transfer and legal fees reasonably incurred in connection with the transfer.

**Section 10.7 Landlord Assignment.** Except as otherwise provided in this Lease, Landlord may transfer title to the Building or any portion thereof, or of Landlord's interest in a lease of the Building, and upon such transfer including the Premises, Landlord shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed without further agreement that the transferee has assumed and agreed to perform and observe all obligations of Landlord set forth in this Lease during the period it is the holder of Landlord's interest under this Lease (including but not limited to the Landlord obligations under Article 14 of this Lease.

**ARTICLE 11  
RIGHT OF ENTRY**

**Section 11.1 Right of Entry.** Landlord or Landlord's agents, lender(s), and interest holders in shall have the right to enter the Premises at all reasonable times to examine the Premises, to inspect the Premises, and to show the Premises to prospective purchasers, lenders upon reasonable advance notice of not less than 72 hours (and during non-peak or non-restaurant hours, as determined by Tenant) with a representative of Tenant present, for the purpose of inspecting the same, and/or for performing any services required of Landlord hereunder. During the sixty days prior to the expiration of the Lease Term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation. Notwithstanding anything to the contrary in this Article 12, in no event shall Landlord, or Landlord's agents or lenders, or prospective purchasers or lenders unreasonably interfere with Tenant's business operations and Landlord shall indemnify, defend and hold Tenant harmless from and against any and all damages caused by the entry of such persons onto the Premises.

**ARTICLE 12  
TENANT'S PROPERTY**

**Section 12.1 Taxes.** Tenant shall be responsible for and shall pay all municipal, county or state taxes, levies and fees of every kind and nature including, but not limited, to general or special assessments assessed during the Lease Term against any personal property installed by Tenant in the Premises.

**Section 12.2 Notice by Tenant.** Tenant shall provide Landlord with notice in case of fire, casualty, or accidents in the Premises.

**ARTICLE 13  
SUCCESSION TO LANDLORD'S INTEREST**

**Section 13.1 Attornment.** Subject to the required Non Disturbance Agreement being provided to Tenant, as set forth in Section 14.3 below, Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the Lease Term; Tenant hereby covenants to execute an instrument in writing, upon the request of Landlord or its successor, which evidences such attornment by Tenant. Landlord shall be released of all obligations accruing after Landlord's transfer to any successor landlord.

**Section 13.2 Subordination.** Unless otherwise requested by Landlord, this Lease shall be subordinate to the lien of any mortgage or deed of trust or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Building, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises forms a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, within 30 days of a request from Landlord in connection therewith, such further instrument or instruments subordinating this

Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees, provided that that Landlord's obligations as set forth in Section 14.3 below are satisfied.

**Section 13.3 Non Disturbance.** Landlord shall provide non-disturbance agreements from all existing and future ground lessors, holders of mortgages, and any other liens superior to Landlord and Tenant, in a commercially reasonable form. Subordination of Tenant's rights under this Lease is strictly subject to Landlord providing Tenant, with the customary Non Disturbance and Attornment Agreement, from any existing mortgagee which is in place as of the Lease Commencement Date (the form and content of which will be reasonably acceptable to Tenant) prior to the Lease Commencement Date (and future mortgagee simultaneously with the closing of any additional or replacement financing on the Building). Following the dissemination by Tenant to Landlord of its initial comments on any Subordination and Attornment Agreement, Landlord agrees that it will be responsible for all legal fees incurred by Tenant in connection with any additional review and revisions made by Tenant's counsel to the Subordination and Attornment Agreement and Tenant shall remit an invoice to Landlord for such costs. Landlord agrees that it will pay Tenant such costs within five (5) days of Landlord's receipt of an invoice therefore. Tenant shall have the right to offset such fees against its next payment of Fixed Minimum Rent and/or Additional Rent, if Landlord fails to pay such amount as required herein.

**Section 13.4 Estoppel Certificate.** Within thirty (30) days' after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord, an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, and/or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which Fixed Minimum Rent and other Rent has been paid, and such other matters as Landlord or its lenders may reasonably require.

#### **ARTICLE 14 SURRENDER OF PREMISES**

**Section 14.1 Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean, reasonable wear and tear and casualty damage excepted, and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, and alarm security codes, if any, in the Premises.

Tenant shall, upon the termination of this Lease, shall be entitled to remove all of its trade fixtures, appliances and all other installations made by Tenant in the Premises, and items not so removed shall be deemed abandoned by Tenant and title to the same shall thereupon pass to Landlord. As used in this Section, the term "trade fixtures, appliances and installations" shall include, but not be limited to: equipment and machinery, movable partitions, mirrors, and floor coverings other than hard surface bonded or adhesively affixed floor coverings; shelves, racks, tables, desks, refrigeration units, ventilation hoods and related equipment, counter tops, cupboards, cabinets, and other furniture; safes, curtains, draperies, and their attaching fixtures;

artwork, pictures, picture frames, other wall decorations and signs and such all other items which are restaurant or otherwise related to Tenant's business conducted in the Premises. Provided that Landlord does not have a tenant which will occupy the Building immediately following the termination of the Lease, Tenant shall have a period of twenty (20) days (without any rental charge) following the termination of the Lease ("Post Closing Removal Period") to remove such property and shall be provided with access to the Premises for such purpose from time to time upon Tenant's request. Following the 20 day time period referenced above, Tenant shall deliver the Premises back to Landlord in broom clean condition, ordinary wear, tear and casualty excepted. Landlord agrees that it will notify Tenant not less than 30 days prior to the expiration of the Lease Term, if Landlord does have a tenant for the Premises which will take occupancy pursuant to a signed Lease with Landlord which will prohibit or reduce the Post Closing Removal Period.

**Section 14.2 Holding Over.** Should Tenant, with Landlord's prior written consent, hold over at the expiration of the Lease Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of the Lease Term. If Tenant holds over at the expiration of the Lease Term without Landlord's prior written consent, Tenant shall be deemed a Tenant at sufferance and shall pay Landlord as liquidated damages a sum equal to the prorated daily Fixed Minimum based on 130% of the Fixed Minimum Rent then in effect. In the event that an extension is subsequently agreed upon or an Extension Option is subsequently exercised, Tenant shall receive a credit for the hold over premium paid to Landlord, provided that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

## ARTICLE 15 ADDITIONAL PROVISIONS

**Section 15.1 Waiver.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver shall be in writing.

**Section 15.2 Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account for the requisite Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for under the terms and provisions of this Lease.

**Section 15.3 Entire Agreement.** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants,

representations, warranties, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

**Section 15.4 No Partnership.** By virtue of this Lease, Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the payable hereunder are included solely for the purpose of providing a method whereby such Rent is to be measured and ascertained.

**Section 15.5 Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service, provided that recipient acknowledges receipt of such notice in writing at the time of delivery), (ii) sent by a nationally recognized overnight courier, with request for next Business Day delivery, (iii) sent by registered or certified U.S. mail, postage prepaid, return receipt requested. All notices sent by U.S. mail will be deemed received three (3) days after the date of mailing, or (iv) sent by email transmission followed by a confirmatory copy of such notice sent in another manner permitted hereunder. (Notice by email shall be deemed provided at the time the email is sent provided that the follow-up communication set forth above is provided). Except as provided in the proceeding sentence, all notices shall be effective upon delivery to the address of the addressees, as set forth in Section 1.10 of this Lease. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

**Section 15.6 Captions and Section Numbers.** The captions, section numbers, article numbers and index 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 section or articles of this Lease or in any way affect this Lease.

**Section 15.7 Tenant Defined, Use of Pronoun.** The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, whether one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, a partnership, a limited liability company, or a group of two or more individuals or entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**Section 15.8 Broker's Commission.** The following real estate brokers and brokerage relationships exist in this transaction: Colliers International Inc. ("Brokers"). Landlord shall pay to the Brokers the brokerage fee agreed to in a separate written agreement for the brokerage services rendered by the Brokers and agrees to hold Tenant harmless from and against Landlord's failure to pay the Brokers. Except the foregoing, Landlord and Tenant represent to each

other that neither has retained any agent, brokerage or consultant in connection with this Lease and each warrants and covenants to defend, protect, indemnify and hold harmless the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

**Section 15.9 Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 15.10 Execution of Lease.** The submission of this Lease for examination does not constitute a reservation of, or option for, the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. At the request of Landlord, Tenant shall furnish Landlord with a resolution of its entity authorizing the entering into of this transaction.

**Section 15.11 Applicable Law.** The laws of the State of Michigan shall govern the validity, performance and enforcement of this Lease.

**Section 15.12 Time is of the Essence.** Time is of the essence of this Agreement.

**Section 15.13 Successors and Assigns.** Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

**Section 15.14 Survival of Obligations.** The provisions of this Lease with respect to any obligation of Landlord or Tenant to pay any sum owing in order to perform any act after the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term.

**Section 15.15 Representations.** Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises and/or the Building, or this Lease except as expressly set forth herein.

**Section 15.16 Landlord's Liability.** Landlord's liability hereunder shall be limited solely to Landlord's interest in the Building subject to any mortgage or deed of trust and Tenant waives any liability Landlord may have to Tenant in excess of Landlord's equity in the Building.

**Section 15.17 Inability to Perform.** Except as otherwise provided in this Lease, if Landlord or Tenant is delayed or prevented from performing any of its obligations under this Lease by reason of strike, lockout, failure of municipality to provide essential services, weather civil commotion, acts of God, or through another cause which is beyond either party's control and is not due to the willful act or neglect by the applicable party, then the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of such obligation by Landlord or Tenant, except that financial problems, financial failure, bankruptcy, lack of funds

or financial inability to perform shall not excuse any obligation or performance by Tenant or Landlord under this Lease.

**Section 15.18 Light, Air and View.** Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or near the Premises shall in no way affect this Lease or impose any liability on Landlord.

**Section 15.19 Tenant Representations.** Each person executing this Lease on behalf of Tenant does hereby covenant and warrant that:

(A) Tenant is a limited liability company formed under the laws of its state of Michigan;

(B) Tenant has full right and authority to enter into this Lease and to perform all Tenant's obligations hereunder; and

(C) Each person (and all of the persons if more than one signs) signing this Lease on behalf of the corporate entity is duly and validly authorized to do so.

Tenant hereby reserves the right to change the nature of its entity to a corporation or other form of entity at any time during the Lease Term, in which case, Tenant agrees that it will provide notice to Landlord of such change.

**Section 15.20 Counterparts.** This Lease may be executed in one or more counterparts by separate signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all parties hereto, even though all parties are not signatories to the original or to the same counterpart. Any counterpart of this Lease that has attached to it separate signature pages, which together contain the signatures of all parties, shall for all purpose be deemed a fully executed instrument, and in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart.

**Section 15.21 Definitions.** For the purpose of this Lease, the following terms have the meanings indicated:

(A) The term "Tenant" shall mean Tenant herein named or any assignee or other successor in interest (immediate or remote) of Tenant herein named, which at the time in question is the owner of Tenant's estate and interest granted by this Lease; but the foregoing provisions of this subsection shall not be construed to permit any assignment of this Lease or except as otherwise provided in this Lease, to relieve Tenant herein named or any assignee or other successor in interest (whether immediate or remote) of Tenant herein named from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by Tenant under this Lease.

(B) The term "Landlord" shall mean the Landlord as of the Lease Commencement Date, subject to any assignment of Landlord interest, during the Term, which takes place consistent with the terms of this Lease, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing only after

such transfer, and it shall be deemed without further agreement that such transferee has assumed and agreed to perform and observe all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease, provided that such successor in interest assumes all liability of Landlord under the Lease.

(C) The term "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Lease as a whole, and not to any particular Section, unless expressly so stated.

(D) The term "and/or" when applied to two or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question.

(E) The term "person" shall mean natural person or persons, a partnership, limited liability company, a corporation and any other form of business or legal association or entity.

(F) The term "shall" shall mean a mandatory obligation, not a permissive obligation.

(G) The term "including" and any variation of the word "include" shall be deemed followed by "without limitation".

**Section 15.22 Confidentiality.** Landlord and Tenant each agree, on behalf of themselves and their employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease, to any third party except (i) legal counsel to Landlord, Tenant or Guarantor, (ii) any assignee of Tenant's interest in this Lease or any subtenant of Tenant relative to the Premises (or any portion thereof), (iii) as required by applicable law or by subpoena or other similar legal process, or (iv) any current or prospective mortgagee or purchaser of the Building, provided same are advised by such party of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure).

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Lease the last day and year written below.

**LANDLORD:**

**HOLLAND INVESTMENTS AK, LLC**  
a Delaware limited liability company



By: Benjamin Derhy  
Title: Managing Partner  
Date: May 21, 2019

**TENANT:**

**SECONDA VIA, LLC**  
a Michigan limited liability company



By: Jeremy Sasson  
Title: Manager  
Date: May 14<sup>th</sup>, 2019

**EXHIBIT A**

**LEGAL DESCRIPTION**

Land situated in the County of Wayne, City of Detroit, State of Michigan, is described as follows:

Lots 15 and 16, Block 95, SUBDIVISION OF PART OF CASS FARM, according to the plat thereof as recorded in Liber 1 of Plats, Pages 175, 176 and 177, Wayne County Records.

Commonly known as 4120-4128 Second Avenue, Detroit, MI 48201

Parcel Identification Number: 02002364

**EXHIBIT B**

**CONFIRMATION OF LEASE TERM**

THIS CONFIRMATION OF LEASE TERM is made this day of June 12, 2019, between HOLLAND INVESTMENTS AK, LLC a Delaware limited liability company (“Landlord”), and Seconda Via, LLC, a Michigan limited liability company (“Tenant”).

WITNESSETH:

WHEREAS, by Lease dated the 21st day of May, 2019, between the parties hereto (the “Lease”), Landlord demised and leased to Tenant and Tenant leased and took from Landlord for the Lease Term and upon the terms and conditions set forth therein the Building containing approximately nine thousand two hundred and fifty (9,250) square feet situated in Wayne County, Michigan, said Building more particularly designated in the Lease and on Exhibit A to the Lease; and

WHEREAS, the parties hereto wish to confirm and memorialize the Lease Commencement, Rent Commencement Date and expiration dates of the initial ten (10) year Lease Term;

NOW, THEREFORE, the parties hereto mutually agree as follows:

The Lease Commencement Date is: June 3, 2019.

The Rent Commencement Date is: November 30, 2019 (subject to the Landlord Allowance in Section in Exhibit C and as otherwise may be provided in the Lease).

The expiration date of the initial 10 year term is: November 30, 2029.

There are four (4) Extension Terms of five (5) years each.


IN WITNESS WHEREOF, the parties hereto have caused this Confirmation of Lease Term as the day and year first above written.

**LANDLORD:**  
**HOLLAND INVESTMENTS AK, LLC** a  
Delaware limited liability company



By: Benjamin Derhy  
Title: Managing Partner  
Date: June 12, 2019

**TENANT:**  
**SECONDA VIA, LLC** a Michigan limited  
liability company



By: Jeremy Sasson  
Title: Manager  
Date: June 12, 2019

## EXHIBIT C

### TENANT'S WORK

Upon execution of this Lease, Tenant will have prepared by a licensed architect (or designers or engineers as the case may be), at its sole cost and expense, core and shell plans and specifications for the Premises, ("Plans") which impact the exterior, structure, and mechanical aspects of the Building ("Tenant Work") to Landlord within approximately ninety (90) days of the date that Tenant receives not less than 10 days advance written notice from Landlord that the Existing Tenant has vacated the Premises, for Landlord's approval which shall not be unreasonably withheld, conditioned or delayed. Landlord shall notify Tenant whether it approves the Plans within three (3) business days after Tenant's submission thereof. If Landlord disapproves of any material aspect of the Plans which relate to the exterior, structure, and mechanical aspects of the Building, then Landlord shall notify Tenant thereof specifying in detail the reasons for such disapproval ("Landlord's Objection"). If Tenant agrees with Landlord's Objection, Tenant will revise the Plans, in accordance with Landlord's Objection. If Tenant does not agree with Landlord's Objection, then Landlord and Tenant's counsel shall select a third party to assist in the resolution of Landlord's Objection, which resolution will take place within 5 days of Landlord's Objection. In the event that Landlord fails to provide comments to the Plans in accordance with the terms hereof, the Plans shall be deemed approved. Landlord agrees to cooperate with Tenant, to the extent that Tenant requires Landlord's assistance in connection with obtaining any approvals from the City of Detroit, or other authority for any permits, licenses or other approvals required for the Premises, the Building, Tenant's Work and Tenant's Use.

Upon approval by Landlord of Tenant's Work, Tenant shall promptly submit for permits and diligently pursue completion of all Tenant's Work to place the Premises in finished condition. Tenant's Work shall be performed in a good and workmanlike manner as determined by Landlord and in accordance with all applicable law, ordinances and codes. Tenant shall only use new materials in performance of Tenant's Work. Tenant shall properly dispose of Tenant's construction debris at the Premises, as needed.

Tenant shall not commence construction of Tenant's Work until Tenant has: 1) received Landlord's written approval of Tenant's Work in accordance with the terms hereof 2) acquired all necessary governmental approvals; 3) has delivered to Landlord such insurance coverage as specified within the Lease and insurance coverage by Tenant's general contractor naming Landlord and Tenant as insured parties and 4) delivered to Landlord by email PDF drawing files of the tenant improvements (tenant's construction documents).-Landlord shall have the right to post notices of non-responsibility in or upon the Premises as provided by law.

Landlord reserves for itself the right to post, maintain, and record notices of non-responsibility and similar matters and require Tenant to maintain same at the Building for the duration of Tenant's Work. Tenant or Tenant's contractor, as the case may be, shall maintain Builders risk insurance in commercially reasonable amounts during the construction of Tenant's Work and shall have Landlord named as an additional insured under such policy. Tenant shall furnish Landlord with certificates evidencing all insurance coverage at least three (3) days prior to commencement of Tenant's Work and may not commence construction without having done so.

The insurance shall contain a clause providing that the insurer will not cancel such insurance without giving Landlord ten (10) days prior written notice.

Tenant assumes all risks of damages or injuries, including death, to any property or person used or employed on or in connection with Tenant's Work, and all risks of damages or injuries, including death, to any property or persons wherever located, resulting from any action, omission or operation in connection with Tenant's Work. Tenant shall indemnify, hold harmless and defend the Landlord, its employees, agents, servants and representatives from and against any and all reasonable losses, damages, expenses, claims, suits and demands of whatever nature (including without limitations, reasonable attorneys' fees and expenses incurred in the enforcement of this indemnity), resulting from damages or injuries, including death, to any property or person, caused by or arising out of any action, omission or operation in connection with or in any way related to the Tenant's Work, except to the extent caused by the negligence or intentional misconduct of Landlord, its agents or employees or due to a breach by Landlord of any provision of this Lease or otherwise.

**Landlord Allowance.** Landlord agrees to provide Tenant with an allowance of up to the maximum amount of Forty Thousand Dollars (\$40,000) for the cost of purchase and installation of fire suppression/sprinklers system for the Building ("Landlord Allowance") paid as follows: \$20,000 within 5 days of Tenant providing Landlord with a copy of the permit for such work and \$20,000 within 5 days of Tenant's completion of the installation of the fire suppression/sprinklers system. Landlord shall pay the Landlord's Allowance by wire (Tenant to provide banking details to Landlord.)

Provided that Tenant has complied with requirement in the paragraph set forth above, if Landlord does not fund the Landlord Allowance within the above referenced timeframe, interest shall begin to accrue on the unfunded portion of the Landlord Allowance, at the rate of twelve percent (12%). Notwithstanding anything to the contrary, Landlord and Tenant agree that if the Landlord Allowance due dates for payment of the Landlord Allowance provided above occur prior to the Rent Commencement Date, then the Rent Commencement Date shall be delayed for each day in which Landlord is delayed in payment of the full Landlord or remaining portion of the Landlord Allowance.

## EXHIBIT D

### RULES AND REGULATIONS

Tenant covenants and agrees to comply with the following rules and regulations:

1. Tenant shall have the ability to erect an aerial and/or antenna on the roof, exterior walls or any other portion of the Premises provided that same is not a violation of any applicable code or ordinance and such are reasonably maintained by Tenant.
2. Tenant shall have the right to install awning or other projections to the outside walls of the Premises provided that same is not a violation of any applicable code or ordinance.
3. Deliveries of freight, supplies, equipment and/or inventory may be made to the Premises at all hours, permissible by applicable code or ordinance.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.
5. The Premises shall not be used for any illegal purposes.
6. Tenant shall not keep inflammables such as gasoline, kerosene, naphtha and benzene, or explosives, or any other articles or any intrinsically dangerous nature on the Premises. Tenant may, however, keep on the Premises such chemicals and other materials as are usual and customary for the type of business to be operated by Tenant provided that all such chemicals and other materials shall be kept in such containers and in such manner as may be required by applicable laws, ordinances or regulations of any governmental authority or required by any company issuing any of Landlord's policies of insurance.
7. No sales advertised as auction, fire, bankruptcy, going out of business or selling-out sales shall be conducted on or about the Premises.
8. Tenant shall keep Tenant's display windows illuminated, if applicable and the signs and exterior lights lighted after dusk during the Term until business hours of the Premises conclude.
9. Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.
10. Tenant shall not make or permit any noise or noxious odor which Landlord deems objectionable to emanate from the Premises which is inconsistent with Tenant's Use and as otherwise set forth in the Lease.
11. Tenant shall at Tenant's cost use such pest extermination contractors at commercially reasonable intervals.

12. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

13. Tenant shall neither conduct or permit on the Premises, nor advertise with respect to the Premises, any liquidation, "going out of business", distress, "lost our lease" "fire", "bankruptcy", "auction" sale or similar sale unless directed by order of a court of bankruptcy or of competent jurisdiction or conduct.

14. Except as otherwise provided in the Lease, Tenant shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance (unless Tenant obtains insurance therefor) or which shall conflict with the regulations of the Fire Department or other applicable laws or with any insurance policy on the Building, and Tenant shall not use any machinery therein, even though its installation may have been permitted, which may cause any unreasonable noise or vibration to the floors or walls, or which by its weight might injure the floors of the Premises. .

15. Tenant and its employees shall park their vehicles and use the Parking Area in compliance with all applicable Legal Requirements.

## EXHIBIT E

### PROHIBITED USES

The following uses and occupancies constitute "Prohibited Uses" of the Premises:

1. Any business or use that emits excessive and offensive odors, fumes, dust or vapors that are not consistent with Tenant's Use;
2. Adult book or adult videotape store (which is defined as a store at least ten percent (10%) of the inventory of which is not available for sale or rental to children under 15 years of age because such inventory explicitly deals with or depicts human sexuality);
3. Off-track betting parlor;
4. Recycling facility or stockyard;
5. Movie theater;
6. Any business use that is unlawful or illegal;
7. Provision of social services;
8. Governmental use;
9. Florist;
10. Customer service office;
11. Studios for radio, television or other media;
12. Health club, spa or gymnasium;
13. Second-hand or surplus store or pawn shop;
14. Any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpster) except as otherwise consistent with a restaurant operation;
15. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
16. Any living quarters, sleeping apartment or lodging rooms;
17. Any veterinary hospital, animal raising facilities or pet shop;
18. Mortuary;



19. Sale, display or showing of indecent or pornographic movies, indecent or pornographic literature, video products or other indecent or pornographic products;
20. Any separately demised newsstand;
21. Any use which is a public nuisance;
22. "Head shop";
23. Factories;
24. Any industrial usage;
25. Flea market;
26. Massage parlor, tanning studio, modeling studio, or establishment where men or women are engaged in immoral activities or sexually oriented business including, without limitation, mud wrestling, table dancing, or topless, bottomless or nude servers, waitresses, waiters, dancers, hostesses or hosts;
27. Medical offices or clinic;
28. Auto supplies, vehicular sales or rental;
29. Employment, travel or other non-retail service establishments;
30. Office supplies or service center;
31. Laundry or dry cleaning establishment;
32. Clothing rental;
33. Paint store.

**EXHIBIT F**

**WILL LEATHER GOODS DETROIT- "REVISED PERMIT AND BID SET" DATED AUGUST 12, 2015**

**WILL LEATHER GOODS DETROIT**

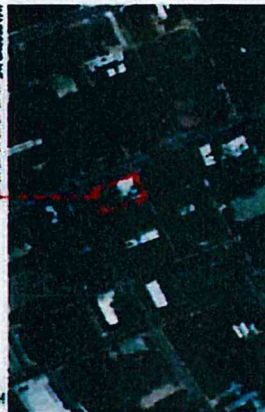
Tenant Build-Out for Tomboy Market (Existing Permit No.: BLD2015-01345)  
 4191 Grand Ave  
 Detroit, MI 48226



**McInerch Associates**  
 Architects  
 4191 Grand Ave  
 Detroit, MI 48226

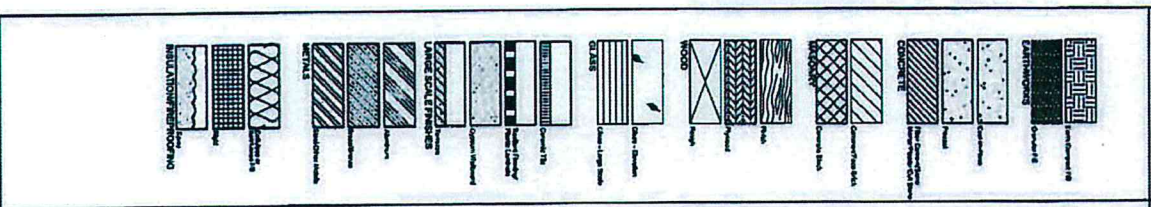
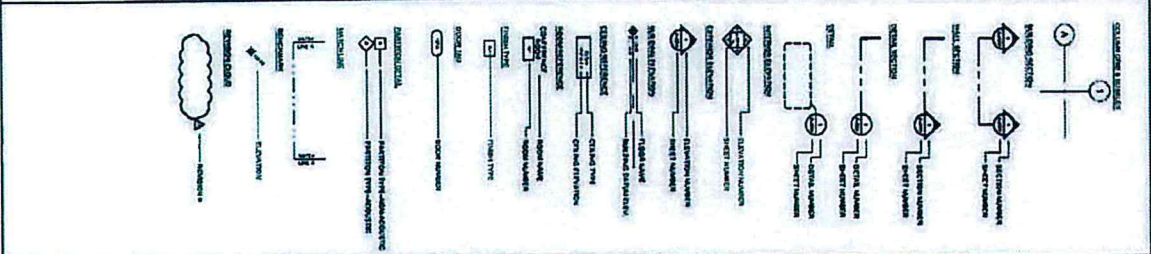


**Will Leather Goods**  
 4191 Grand Ave  
 Detroit, MI 48226  
 Phone: 313.963.1234  
 Fax: 313.963.1235  
 Email: info@willleather.com  
 Website: www.willleather.com



DRAWING INDEX		DATE	BY	CHK'D BY
01	GENERAL NOTES	08/12/15	WLG	WLG
02	FOUNDATION	08/12/15	WLG	WLG
03	FLOOR SLAB	08/12/15	WLG	WLG
04	CEILING	08/12/15	WLG	WLG
05	MECHANICAL	08/12/15	WLG	WLG
06	ELECTRICAL	08/12/15	WLG	WLG
07	PLUMBING	08/12/15	WLG	WLG
08	MECHANICAL, ELECTRICAL & PLUMBING (MEP)	08/12/15	WLG	WLG
09	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - DETAILS	08/12/15	WLG	WLG
10	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - SCHEDULES	08/12/15	WLG	WLG
11	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - SPECIFICATIONS	08/12/15	WLG	WLG
12	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - GENERAL NOTES	08/12/15	WLG	WLG
13	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - SCHEDULES	08/12/15	WLG	WLG
14	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - SPECIFICATIONS	08/12/15	WLG	WLG
15	MECHANICAL, ELECTRICAL & PLUMBING (MEP) - GENERAL NOTES	08/12/15	WLG	WLG

**Revised Permit and Bid Set**  
 August 12, 2015

MATERIALS	ARCHITECTURAL SYMBOLS	ABBREVIATIONS	BARRIER FREE NOTES	GENERAL NOTES
		<p>Abbreviations list for materials and construction terms.</p>	<p>Barrier Free Notes detailing accessibility requirements and standards.</p>	<p>General Notes providing project-specific instructions and references.</p>



**WILL**  
WILL LEATHER GOODS

**GENERAL NOTES AND SYMBOLS**

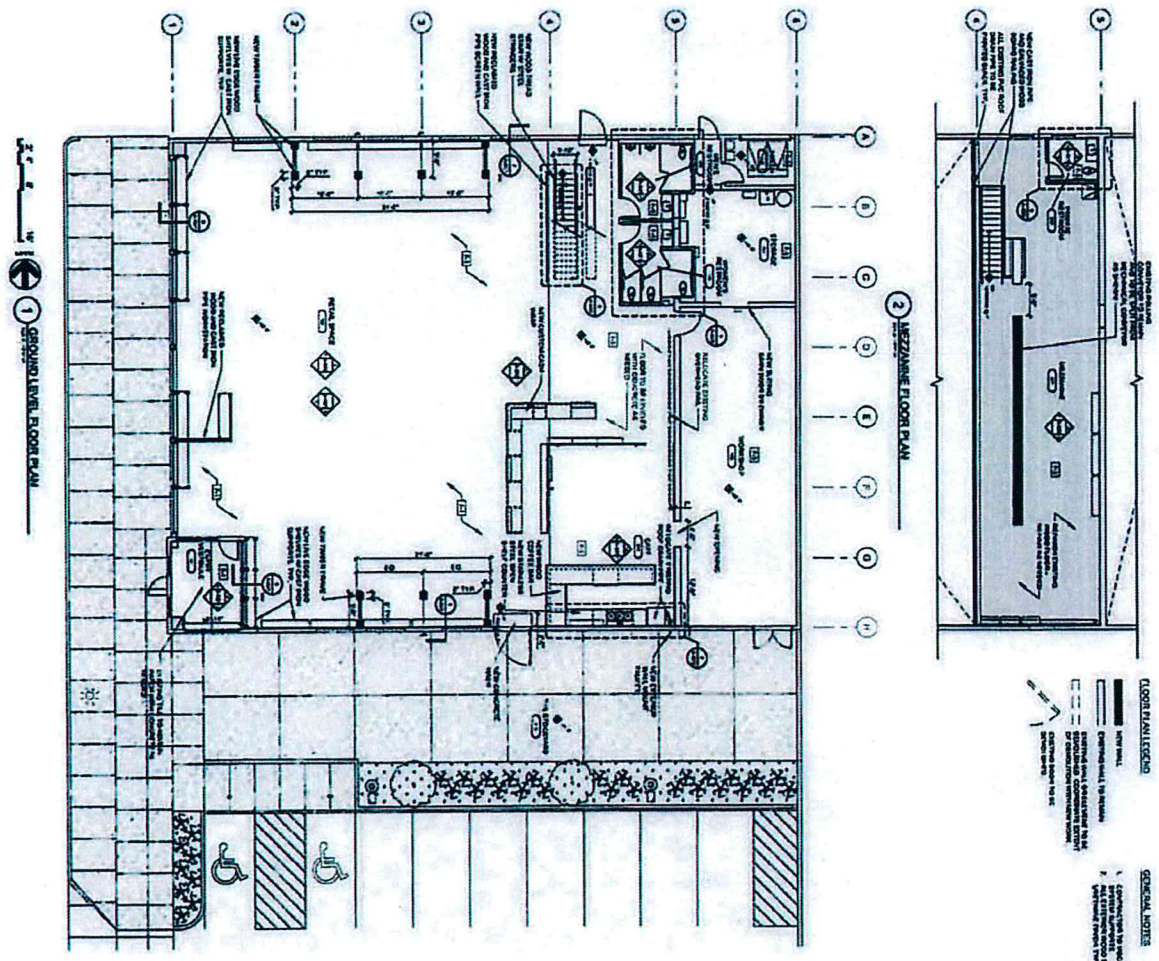
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Scale: [Blank]

AS INDICATED

1505.00

**A-001**



1 GROUND LEVEL FLOOR PLAN

2 MEZZANINE FLOOR PLAN

- FLOOR PLAN LEGEND**
- LIGHT WALL
  - CONCRETE WALL TO BE DEMOLISHED
  - EXISTING WALL, ADDITIONAL TO BE DEMOLISHED
  - EXISTING WALL TO BE REMOVED
  - EXISTING WALL TO BE

- GENERAL NOTES**
1. CONFORM TO THE LOCAL CODES AND REGULATIONS
  2. ALL DIMENSIONS TO FACE UNLESS SPECIFIED OTHERWISE
  3. ALL DIMENSIONS TO FACE UNLESS SPECIFIED OTHERWISE

Scale: 1/8" = 1'-0"

Project Number: 1305.00

1305.00

**A-101**



**FLOOR PLANS**

**WILL LEATHER GOODS**

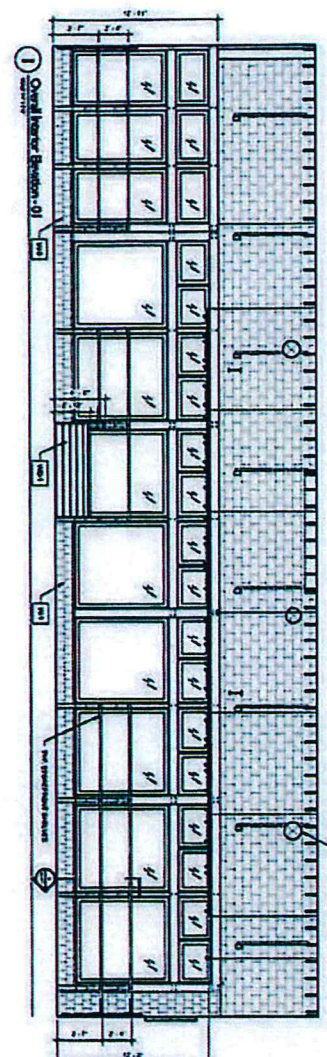
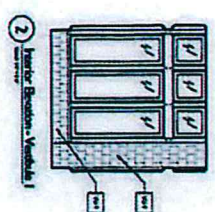
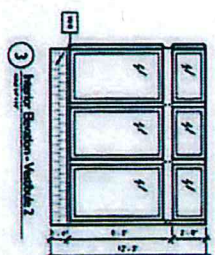
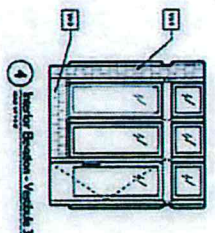
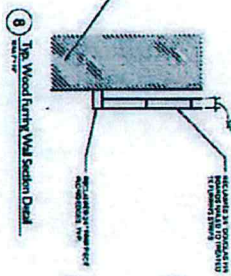
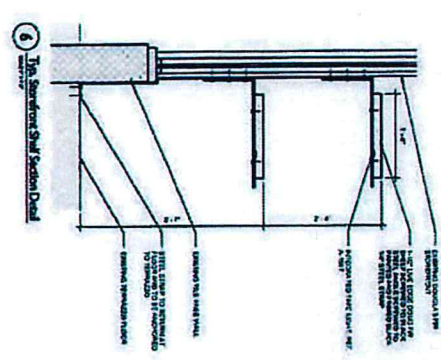
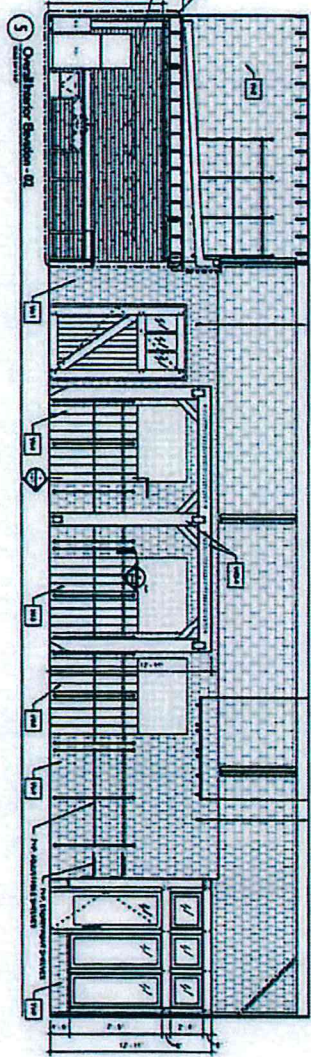
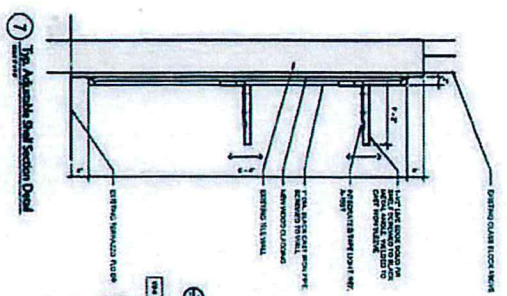
PROJECT: WILL LEATHER GOODS

1305.00



Professional Engineer





WILL LEATHER GOODS INTERIORS ELEVATIONS  
 PROJECT NUMBER: 1505 00  
 DATE: 1/15/01  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 SCALE: As Indicated  
 SHEET: A-601  
 TOTAL SHEETS: 1/1









**EXHIBIT G**

**TENANT INSURANCE CERTIFICATE**





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/3/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Arthur J. Gallagher Risk Management Services, Inc. 22930 Nine Mile Road Saint Clair Shores, MI 48080		PHONE (A/C, No, Ext): 586-774-5300	COMPANY Selective Insurance Company of America 40 Wantage Avenue Branchville NJ 07890	
FAX (A/C, No): 586-778-2814	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER S 234715100
INSURED Seconda Via, LLC c/o Heirloom Hospitality Group, LLC Attn: Jeremy Sasson 217 Pierce St Suite 207 Birmingham, MI 48009		EFFECTIVE DATE 06/03/2019	EXPIRATION DATE 07/25/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION 4120-4128 Second Avenue, Detroit, MI 48201
--

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED					AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	X	SPECIAL			
Building - Replacement Cost			X			\$1,000,000	\$5,000

## REMARKS (Including Special Conditions)

Holland Investments AK, LLC, a Delaware limited liability company(Landlord) are listed as Additional insured.
---

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  Holland Investments AK, LLC a Delaware limited liability company 1242 Berkeley Street, Suite 3 Santa Monica, CA 90404	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE				
	LOAN #					
AUTHORIZED REPRESENTATIVE 						

**EXHIBIT G-1**

**LANDLORD'S INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>VTC Insurance Group</b> <b>Troy Office</b> <b>1175 W. Long Lake Ste. 200</b> <b>Troy MI 48098-4960</b>	<b>CONTACT NAME:</b> <b>Cindy Balfour</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>(248) 828-3377</b>	<b>FAX (A/C, No):</b> <b>(248) 828-3741</b>
<b>E-MAIL ADDRESS:</b> <b>cbalfour@vtcins.com</b>		
<b>INSURED</b> <b>Holland Investments AK, LLC</b> <b>1242 Berkeley St, Apt 3</b> <b>Santa Monica CA 90404</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> <b>Twin City Fire Ins. Co.</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> <b>29459</b>

**COVERAGES**

CERTIFICATE NUMBER: 18-19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35SBMIJ0942	9/1/2018	9/1/2019	EACH OCCURRENCE \$ <b>1,000,000</b>
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
						MED EXP (Any one person) \$ <b>10,000</b>
						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
						GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 4128 Second Ave, Detroit, MI

**CERTIFICATE HOLDER****CANCELLATION**

Insured as Certificate Holder  
 For Insurance Purposes Only  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/CBALFO

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