

## COMMERCIAL LEASE

18201-18209 Dixie Highway  
Homewood, IL 60430

| DATE OF LEASE | TERM OF LEASE                                   | SECURITY DEPOSIT |
|---------------|---|------------------|
|               | <b>May 1, 2022<br/>to<br/>December 31, 2024</b> | <b>N/A</b>       |

|                       |   |
|-----------------------|---|
| Location of Premises: | Four spaces in far northwest corner of parking lot adjacent to 18201-18209 Dixie Highway, Homewood, IL.   |
| Purpose               | Parking of vehicles and for no other purposes without the consent of Lessor, in Lessor's sole discretion. |

|         |   |
|---------|---|
| LESSEE: | LESSOR:   |
| NAME    | NAME<br>Unchecked Capital LLC, a California limited liability company |
| ADDRESS | ADDRESS<br>801 Franklin St, #1204                                     |
| CITY    | CITY<br>Oakland, CA 94607   |

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 purposes the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

(1) PAYMENT. Rental payments shall be paid in advance upon the first day of every calendar quarter of the Term hereof. Lessee will make payments using (i) check drawn on a US bank delivered by US Mail (first class), or (ii) ACH. Payments will be applied oldest-first based on the payment's due date. Lessor retains the right to refuse any partial payment.

(2) RENT. Base monthly rent for said Premises (4 spaces) during said Lease Term shall be as follows:

| Months  | Rent                                    |
|---|---|
| May 2022 - June 2022<br>July 2022 - December 2024 | Abates (no charge)<br>\$75.00 per month |

"Rent" shall mean and include all amounts of money due and payable to Lessor under the terms of this Lease.

(3) LATE CHARGES. If Lessor does not receive any payment required of Lessee in this lease within five (5) days after it is due, Lessee shall pay Lessor a late charge of 10% of the amount then due and payable. In the event payment is returned, (a) a \$25 NSF fee will be assessed, and (b) Lessor retains the right to assess a late charge in the event good funds are not received timely. This late charge shall not preclude Lessor from exercising any legal or equitable remedies available as the result of the late payment, and is imposed in addition to any other such other remedies.

(4) OCCUPANCY. Lessee agrees to accept the Premises in an absolutely "as is" condition, and Lessee acknowledges that Lessor, its agents, attorneys, representatives and employees have not and do not make any representations or warranties, express or implied, regarding the Premises. Lessor grants Lessee occupancy of the Premises effective the date of the commencement of the lease term set forth above.

(5) MODIFIED GROSS LEASE; ALLOCATION OF EXPENSES.

- (a) TAXES. Real Estate Taxes are included in the rental payment set forth above. The term "Real Estate Taxes" shall mean and include any and all truces, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, on all land, buildings and improvements (including the Premises), including, but not limited to, assessments for public improvements or benefits and all rental or rental use taxes related to the Premises assessed by any governmental authority whether measured by Lessee's gross rental payments or otherwise, which shall during the Term hereby demised be laid, assessed, levied, imposed upon or become due and payable and a lien upon the Premises or any part thereof.
- (b) INSURANCE. Lessor's insurance is included in the rental payment set forth above.
- (c) COMMON AREA MAINTENANCE. Common area maintenance expenses are included in the rental payment set forth above. "Common area maintenance" includes any expense incurred in connection with the building's shared areas



including: trash, snow removal, roof, structural, or foundation maintenance, exterior pest control, parking lot maintenance and striping, painting, cleaning, and lighting of shared hallways and restrooms, exterior lighting and window washing, legal and administrative charges (property management, legal/accounting expenses), and shared plumbing (e.g. water supply, drainage and sewer lateral).

(6) SURRENDER. Lessee shall quit and surrender the Premises at the end of the term, whether by lapse of time or otherwise, in good condition. Any property or possessions of Lessee remaining after the surrender of the premises, or after any termination of this lease, may be disposed of by Lessor, at Lessee's expense, with or without notice, and without any liability of Lessor to Lessee for such disposition.

(7) HOLDOVER. ABANDONMENT. At the termination of this Lease, by lapse of time or otherwise, if Lessee fails to yield up immediate and peaceable possession to Lessor, Lessor may elect: (a) to charge Lessee as liquidated damages, for the whole time such possession is withheld, the sum of \$100.00 per day; (b) to renew Lessee's lease for an additional one (1) year period at double the previous monthly rental; or (c) to charge Lessee the actual amount of any loss suffered by Lessor including, but not limited to lost rent, attorney's fees, court costs, expenses, and any amounts for which Lessor becomes liable for failing to timely deliver the premises to a subsequent lessee.

(8) DEFAULT; REMEDIES.

(a) Any one or more of the following occurrences or acts shall constitute an "Event of Default" under this Lease if Lessee, at any time during the Term, shall: (a) Fail to pay Rent when due and such failure continues for five days after Lessor shall have delivered to Lessee written notice of such failure, or (b) fail to cure, within ten days after notice from Lessor, any hazardous condition which Lessee has created or suffered in violation of law or this Lease, or (c) fail to observe or perform any other provision of this Lease 20 days after Lessor shall have delivered to Lessee written notice of such failure; or (d) make any assignment for the benefit of creditors, or become bankrupt or insolvent, or take the benefit of any statute for bankrupt or insolvent debtors or, if a corporation, take any steps or suffering any order to be made for its winding-up or other termination of its corporate existence; or a trustee, receiver or receiver-manager or agent or other like person shall be appointed of any of the assets of the Lessee.

(b) If an Event of Default occurs, all rent due to the end of the lease term shall be immediately accelerated, due, and payable in full, and Lessor may pursue any remedy available, at law or in equity, and Lessee shall pay all of Lessor's actual costs incurred to enforce the terms of this lease including, but not limited to, attorney's fees, court costs and any storage or disposal costs for property or possessions of Lessee's which are not timely removed from the Premises. Lessor may, but shall not be obligated to, cure any default by Lessee, and

whenever Lessor so elects, all costs and expenses paid or incurred by Lessor in curing such default, including, without limitation, reasonable attorneys' fees, shall be so much additional Rent due on demand.

- (c) Upon the occurrence of any Event of Default, Lessor may, in addition to all other rights and remedies it may have, terminate this Lease by giving written notice to Lessee. After such termination of this Lease, Lessor may re-enter the Premises (but only as provided by law) to remove all persons, fixtures and chattels therefrom and, at Lessor's option, to store the same at Lessee's expense.

(9) EXTERIOR ALTERATIONS & SIGNS. Lessee shall have the right to install, at its option, signage designating the Premises for use of its employees, customers, vendors, or others as it sees fit.

(10) INDEMNIFICATION, NONLIABILITY. Lessee shall indemnify and hold harmless Lessor against any and from any and all claims and litigation arising from Lessee's use of the Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by Lessee in or about the Premises, or otherwise, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of Lessee, or any officer, agent, employee, guest or invitee of Lessee, and from all costs, attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against Lessor by reason of such claim, Lessor may select counsel of its choice to defend Lessor at Lessee's expense, or Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises; and Lessee hereby waives and releases all claims in respect thereof against Lessor. Lessee shall give prompt notice to Lessor in case of casualty or accidents in the Premises or occurring upon the common areas of the building. Lessor and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other dampness, or any other cause whatsoever.

(11) ASSIGNMENT. Lessee agrees not to assign, mortgage or in any manner transfer this Lease or any interest thereunder, and not to sublet the Premises nor any part thereof, and not to permit the use nor occupancy thereof by anyone other than Lessee without the previous written consent of Lessor in each instance. Consent by Lessor to one assignment or subletting, or such use or occupancy of the Premises, shall not be a



waiver of Lessor's rights under this Paragraph as to any subsequent assignment, subletting, use, or occupancy. Any assignment or subletting permitted under this Lease or consented to by Lessor shall not release Lessee from any of its obligations and liabilities under this Lease.

(12) DESTRUCTION OF PREMISES. In the event the Premises shall be destroyed or so damaged by fire, explosion, or other casualty as to be untenable, Lessor may restore the Premises within one-hundred fifty (150) days after such destruction or damage (the "restoration deadline"), and if Lessor does not so restore the Premises by the restoration deadline, then either party may terminate this Lease, and the Term demised as of the date of the destruction or damage, in either case by giving the other party notice within thirty (30) days after the restoration deadline. In the event the Premises shall be damaged as aforesaid, but are not thereby rendered untenable, Lessor shall restore the Premises with reasonable dispatch. Lessor shall not be liable or responsible for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, national emergency, acts of public enemy, governmental laws or regulations, inability to procure materials or labor, or any other causes beyond its control.

(13) CONDEMNATION. If all or a substantial portion of the Premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of eminent domain or by agreement or conveyance in lieu thereof, Lessor and Lessee shall each have the right to terminate this Lease upon notice to the other party within 30 days after possession is taken by the authority. If this Lease is terminated pursuant to this Section, it shall terminate as of the date possession shall be so taken. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises, if any, so taken as of the date possession shall be taken by such authority, and thereafter the Base Rent shall be reduced in direct proportion to the amount of leasable space of the Premises taken. Lessor shall be entitled to receive the entire award or payment in connection with any condemnation, except that Lessee shall have the right to file any separate claim available to Lessee for any taking of Lessee's personal property and fixtures belonging to Lessee which are removable by Lessee upon expiration of the Term, and for moving expenses (so long as such claim does not diminish the award available to Lessor, and such claim is payable separately to Lessee).

(14) NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivery or causing to be hand delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective address, in which event the notice shall be deemed to have been served at the time that the copy is mailed.

(15) INSURANCE. Lessee shall maintain throughout the term of the Lease, at its expense, insurance of the following character:

- (a) A policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$1,000,000 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000 for injury or death of more than one person in any one accident or occurrence.

The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessors protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, and to timely provide proof thereof, Lessor may, but shall not be required to, produce and maintain same, but at the expense of Lessee. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide." Lessee shall deliver to Lessor, prior to commencement of this Lease, copies of policies of liability insurance required herein or certificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancelable or subject to reduction of coverage without at least thirty (30) days prior notice to Lessor. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Lessor may carry. Lessee shall annually provide Lessor, within fifteen (15) days after each anniversary date of Lessee's tenancy, a current certificate of insurance, or other evidence satisfactory to Lessor, establishing the previously stated insurance coverage to be in effect.

(16) LIENS. Lessee agrees not to do nor permit to be done any act or thing which may create a mechanic's lien or claim for lien against the property, Building, or real property of which such Premises may be a part 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 as Lessor deems otherwise appropriate, and without any investigation or contest of the validity thereof; and Lessee shall pay Lessor upon demand the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

(17) SUBORDINATION. This Lease is subject to and subordinate at all times to the lien of existing and future mortgages on the Leased property. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and timely deliver to Lessor upon request the following: (1) Such instruments subordinating this Lease to the lien of any mortgage as may be desired by any mortgagee; (2) Such "estoppel certificates" as may be desired by any



mortgagee; (3) Such acknowledgments and consents to assignment of Lessor's interest in Lease, as may be desired by any mortgagee. Lessee hereby appoints Lessor his/her/its attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee.

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

(19) LIMITATION ON RIGHT TO RECOVERY AGAINST LESSOR. The term Lessor as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and, in the event of any transfer or transfers of title thereto, Lessor named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall be automatically relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Lessee acknowledges and agrees that the liability of Lessor under this Lease shall be limited to its interest in the Premises and any judgments rendered against Lessor shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Lessor upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Lessor's other assets. The provisions hereof shall inure to the benefit of Lessor's successors and assigns, including any mortgagee.

(20) MISCELLANEOUS. Nothing contained in this Lease shall be deemed to create the relationship of principal and agent, or of partnership, or any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and extent therein stated. One or more waivers of any conditions of this Lease by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. Lessor's consent to, or approval of, any act by Lessee requiring Lessor's consent or approval, shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other

provisions. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporation, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Subject to the restrictions on assignments, subleases and encumbrances set forth herein, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The relationship of the parties is that of landlord and tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture or principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

| LESSEE: | LESSOR:   |
|---------|---|
|         | David Albrecht, agent for<br>Unchecked Capital, LLC |