

COMMERCIAL LEASE AGREEMENT

1. **THIS COMMERCIAL LEASE AGREEMENT** is made and entered into this 3rd day of April, 2025 (the “**Lease**”) by and between

JS Lake Orion South LLC.
155 Romeo Road #300
Rochester, MI 48307

the Lessor, hereinafter designated as the “**Landlord**”, and

Michigan By The Bottle 2025, LLC
34 S Manitou Trail
Lake Leelanau, MI 49653

the Lessee, hereinafter designated as the “**Tenant**.” The Landlord and Tenant may each be referred to individually as a “**Party**” or collectively as “**Parties**” throughout this Lease.

2. **DESCRIPTION:** WITNESSETH: The Landlord, in consideration of the rents to be paid, and the covenants and agreements to be performed, by the Tenant, does hereby lease unto the Tenant the following described premises situated in the Village of Lake Orion, County of Oakland, State of Michigan to-wit:

Commonly known as: 146 S Broadway Suite 1, Lake Orion, MI 48362 (the “**Premises**” or “**Leased Premises**”) is 2353 sq ft and 1 of 3 suites owned by Landlord on the property.

3. **TERM:** For the term of Sixty (60) months from and after the First (1st) day of August, 2025 and expiring the Thirty-First (31st) day of August, 2030 fully to be completed and ended (the “**Term**”), the Tenant yielding and paying during the continuance of this Lease unto the Landlord for rent of said Premises for said Term, the sum of: Two Hundred Eighty Eight Thousand Two Hundred Fourty Two and 50/100 (\$288,242.50) Dollars in lawful money of the United States payable in monthly installments un advance, upon the First (1st) day of each and every month as follows:

Year	Monthly Payment	Annual Payment
1*	\$4,509.92	\$54,119.00
2	\$4,656.98	\$55,883.75
3	\$4,804.04	\$57,648.50
4	\$4,951.10	\$59,413.25
5	\$5,098.17	\$61,178.00

*Tenant shall pay 50% of year 1 rent (\$2,254.96) from August 1st, 2025 until December 31st, 2025 in the event they have not received MLCC, Local Zoning or other final approvals (ability to be open to the public.) Shall approval be granted outside of first of the month the rent shall be prorated. Tenant to be responsible for 100% of the NNN & utility charges during these abbreviated rental months. Full rent as stated above shall resume as of January 1st, 2026 whether or not approvals have been granted. Tenant shall provide notice to Landlord of approvals within 72 hours of receipt.

4. **RENT:** The Tenant hereby hires the said Premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

5. **OPTION TO RENEW:** Ability As Long as Tenant is not in default of the lease, Tenant will have two (2) five (5) years options to renew the lease. All terms of the original lease will remain in effect, other than the for such option terms will be negotiated at the time of renewal, but not the exceed a 2% annual increase.

6. **INSURANCE:** In addition to the rentals hereinbefore specified, the Tenant agrees to maintain insurance against loss by fire on the Leased Premises and on the improvements situated on said Premises, resulting from the business carried on in the Leased Premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same. The Tenant agrees to keep the plate glass insured with a responsible insurance company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon Tenant's failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent as provided in Paragraph 6; but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability.

7. **OTHER EXPENDITURES:** If the Tenant shall default in any payment or expenditure, other than rent, required to be paid or expended by the Tenant under the terms hereof, the Landlord may, at his option, make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

8. **PLACE OF PAYMENT:** All payments of rent or other sums are to be made payable to the Landlord and delivered in person or postmarked to the address noted at the top of the Lease. Landlord and Tenant may agree to have the rental payments made by electronic means so long as same is approved and agreed to by each Party, the cost, if any, of which, shall be Tenant's responsibility.

9. **ASSIGNMENT:** The Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said Premises, or any part thereof, without the prior express written consent of the Landlord beyond partner wineries that are sublessees and under an approved Management Agreement with Michigan by the Bottle 2025, LLC. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the

Landlord the right to terminate his Lease and to re-enter and repossess the Leased Premises without court order. Landlord's consent shall not be unreasonably withheld.

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

11. **RIGHT TO MORTGAGE:** The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises and on the land and buildings of which the said Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees, so long as such instrument provides for the non-disturbance of Tenant's possession of the Premises, so long as Tenant and Landlord are not in default under this Lease beyond any applicable notice and/or cure period and such instrument does not modify Tenant's rights under this Lease.

12. **USE AND OCCUPANCY:** It is understood and agreed between the Parties hereto that said Premises, during the continuance of this Lease, shall be used and occupied for wine and cider tastings, retail sales of wine and cider, wine and cider focused events and other similar experiences and for no other purpose or purposes without the prior express written consent of the Landlord, which shall not be unreasonably withheld, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that breach of this Lease the Landlord may, at his sole option, terminate this Lease forthwith and re-enter and repossess the Leased Premises.

13. **FIRE:** It is understood and agreed that if the Leased Premises be damaged or destroyed in whole or in part by fire or other casualty during the Term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Premises are un-tenantable, and pro rata for the portion rendered un-tenantable, in case a part only is un-tenantable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the Leased Premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, and provided further that in case the Leased Premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half (1/2) of the value thereof, the Landlord may at his option terminate this Lease forthwith by a written notice to the Tenant, and if the Leased Premises is not brought back to its full condition within nine (9) months of the original occurrence, due to no fault of the Tenant, then the Tenant may terminate this Lease by written notice to the Landlord.

14. REPAIRS AND ALTERATIONS:

- a. The Landlord, after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to make all necessary repairs and replacements to the Premises which are structural in nature, to maintain the exterior of the building in good order, condition and repair; provided, however, that Tenant shall make all structural repairs and replacements arising from its act, neglect, or default and that of its agents, servants and employees.
- b. In the event that the Landlord shall deem it necessary, or be required by any governmental authority to repair, alter, remove, reconstruct, or improve any part of the Premises (unless the same result from Tenants' act, neglect, default or mode of operation, in which event Tenant shall make all such repairs, alterations, and improvements), then the same shall be made by Landlord with reasonable dispatch, and should the making of such repairs, alterations, or improvements cause any interference with Tenant's use of the Premises, such interference shall not relieve Tenant from the performance of its obligations hereunder. Landlord is then entitled to reimbursement from the Tenant for such repairs, alternation, or improvements. Landlord represents and warrants that as of the Effective Date, the Premises will be in compliance with all governmental laws, statutes, rules, regulations and orders.
- c. Except as specifically set forth in Subparagraph (a) above, Tenant, at Tenant's sole cost and expense, shall maintain the Premises, and every part thereof, in good order, condition, and repair, including, but not limited to, the interior surfaces of the ceilings (if damaged or discolored due to the fault of Tenant), walls, floors, all doors, interior glass partitions or glass surfaces, doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, plumbing pipes, electrical wiring, the HVAC system, switches, fixtures, and all other items. In the event Tenant fails to maintain the Premises in good order, condition, and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute the same to completion, then Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of Tenant, as are reasonably required to perform such work. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.
- d. At the expiration of the Term, Tenant shall yield and deliver the Leased Premises in like condition as when taken, reasonable use and wear thereof excepted. The

Tenant shall not make any substantial or major alterations, additions or improvements to said Premises without the Landlord's written consent, which shall not be unreasonably withheld. Any, and all alterations, additions or improvements made by either of the Parties hereto upon the Premises, except movable office furniture, trade fixtures, shelves/storage put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon, and be surrendered with, the Premises at the termination of this Lease, without molestation or injury.

- e. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

15. **TENANT TO INDEMNIFY:** The Tenant agrees to indemnify, defend and hold harmless the Landlord from any and all claims, demands or liabilities or damages or costs, fees or expenses of whatsoever kind or nature which in any way arise of the Tennat's use and occupancy of the premises. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million and 00/100 Dollars (\$1,000,000.00) for damages resulting to one person and One Million and 00/100 Dollars (\$1,000,000.00) for damages resulting from one casualty, and One Million and 00/100 Dollars (\$1,000,000.00) property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord prior to taking possession of the Leased Premises, and upon Tenant's failure to do so, the Landlord may, at his sole option, obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. The obligations of Tenant under this paragraph shall survive the termination of this Lease.

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

17. **ROOF:** The Landlord reserves the right of free access at all times to the roof of said Leased Premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or otherwise use the roof for any purpose whatsoever without obtaining the prior written consent of the Landlord, which shall not be unreasonably withheld.

18. **CARE OF PREMISES:** The Tenant shall not perform any acts or carry on any practices which may injure the building, or be a nuisance or menace to other Tenants in the building, and shall keep Premises under his control clean, and free from rubbish and dirt at Tenant's sole cost and expense, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said Premises and have rubbish and dirt removed and cleaned, in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish and dirt. Said charges shall be paid to the Landlord by the Tenant within fifteen (15) days after Tenant's receipt thereof, and in the event of Tenant's failure to pay timely, the Landlord shall have the same remedy as is provided in Paragraph #6 of this Lease. Tenant is responsible for janitorial services to their suite.

Furthermore, the Tenant shall at his own expense and under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same.

19. **CONDITION OF PREMISES AT TIME OF LEASE:** The Tenant further acknowledges that he has examined the Leased Premises prior to the making of this Lease and knows the condition thereof, and that there shall be no further repairs or maintenance EXCEPT what is outlined in Exhibit B – Work Responsibilities Upon Delivery.

20. **EXEMPTION OF LANDLORD FROM LIABILITY:** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damages to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the building of which the Leased Premises are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

21. **RE-RENTING:** The Tenant hereby agrees that for a period commencing one hundred and eighty (180) days prior to the termination of this Lease, the Landlord may show the Premises to prospective Tenants, and ninety (90) days prior to the termination of this Lease, may display in and about said Premises and in the windows thereof, the usual and ordinary "FOR LEASE" signs.

22. **HOLDING OVER:** Should Tenant for any reason continue to occupy all or any part of the Premises after the Term of this Lease, such occupancy shall be considered a tenancy from month-to-month at a rental equal to one hundred twenty-five (125%) percent of the then existing monthly base rent as specified in Paragraph #3, plus all other amounts required to be paid by Tenant to perform tenant's commitments and obligations under this Lease which arise during

or with respect to the period of such month-to-month tenancy. Nothing herein shall be construed or deemed to constitute consent by Landlord of Tenant's holding over, nor a waiver by Landlord of any other rights it has resulting from such holding over, including without limitation, rights to remove or evict Tenant by reason of the expiration of the term hereof.

23. **UTILITIES:** The Tenant will pay all charges made against said leased premises for gas, electric, and water during the continuance of this Lease, as the same shall become due. Tenant agrees to put such utilities in Tenants name at the time Tenant takes possession of the Leased Premises. Landlord shall be responsible for payment of Rubbish Removal.

24. **ADVERTISING DISPLAY:** It is further agreed that all signs and advertising displayed in and about the Premises shall be such that only advertise the business carried on upon said Premises, and that the Landlord shall control the character and size thereof and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord. All signs, awning, displays, etc. must abide by city ordinances at Tenants sole expense.

25. **ACCESS TO PREMISES:** The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours with twenty-four (24) hours' prior notice for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at twelve (12%) percent per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.

26. **RE-ENTRY:** In case any rent shall be due and unpaid by the due date provided for herein, or if default be made in any of the covenants herein contained, or if said Leased Premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said Premises and the Tenant and each and every occupant to remove and put out.

27. **QUIET ENJOYMENT:** The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the Term of this Lease.

28. **EXPENSES, DAMAGES, RE-ENTRY:** In the event that the Landlord shall, during the period covered by this Lease, obtain possession of said Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

29. **REMEDIES NOT EXCLUSIVE:** It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits

allowed by law.

30. **WAIVER:** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

31. **DELAY OF POSSESSION:** It is understood that if the Tenant shall be unable to enter into and occupy the Leased Premises at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rents therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

32. **NOTICES:** Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant as provided herein below, or at the Leased Premises, and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the Landlord as provided hereinbelow and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

All notices, as may be required herein to Landlord must be made in writing, registered mail, return receipt requested and addressed to:

JS Lake Orion South LLC
155 Romeo Road #300
Rochester, MI 48307

and those authorized or required to be given to Tenant shall be in writing and sent in the same manner to:

Michigan By The Bottle 2025, LLC
34 S Manitou Trail
Lake Leelanau, MI 49653

33. **USE OF PRONOUNS:** It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their".

34. **SUCCESSORS AND ASSIGNS:** The covenants, conditions and agreements made and entered into by the Parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

35. **SECURITY PROVISION:** In the event security is given, Paragraph 48 shall be deemed a part of this Lease.

36. **DEFAULT:** In the event Tenant fails to pay any rental obligations by the date due

with respect to rental defaults, and with respect to non-rental defaults shall fail to perform any of the other covenants of this Lease and shall fail to rectify the same within thirty (30) days after written notice of such default has been given to Tenant, Landlord shall have the right to re-enter the Premises through lawful means and remove Tenant from the Leased Premises, at which time this Lease shall be terminated by operation of law and/or an order of a court of competent jurisdiction. In the event Landlord recovers possession of the Premises as a result of Tenant's default and this Lease is not terminated by operation of law and/or an order of a court of competent jurisdiction, then Landlord shall have the right from time to time to make such repairs to the Premises as shall be reasonably determined necessary by Landlord and shall have the right to re-let the same upon such terms and conditions as Landlord in its reasonable discretion deems advisable without interference by Tenant; and upon such re-letting, all rentals received by Landlord shall be applied first to payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied to payment of future rent as the same shall become due and payable hereunder. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention be given to Tenant, or unless the termination hereof be declared by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

37. **TENANT'S NEGLIGENCE:** Notwithstanding the provisions of Paragraph 13 hereof, Landlord shall have no duty to repair the four (4) outer walls and/or the roof of the Premises, or any other portions of said Premises if such repairs become necessary due to the negligent or intentional acts of the Tenant or the employees, agents, guests or invitees of the Tenant. In the event that due to the negligence or intentional acts of the Tenant or its employees, agents, guests or invitees, repairs to the roof and/or outer walls become necessary such repairs shall be done at Tenant's sole cost and expense by such workman or contractors that may be approved by Landlord.

38. **PAYMENT OF TAXES, INSURANCE AND COMMON AREA MAINTENANCE:** Tenant to be responsible for their proportionate share of real property taxes, structural insurance, and common area maintenance. These charges are estimated to be at \$6.16 PSF.

39. **LANDLORD CONSENT:** Wherever the consent or approval of Landlord is required, it will not be unreasonably withheld.

40. **TENANT IMPROVEMENTS:** Any repairs or improvements made to the Leased Premises by Tenant beyond Exhibit B will be at Tenant's sole cost and expense and will be done in a workman like manner with prior written permission from the Landlord and with all necessary permits required by the Village of Lake Orion, County of Oakland. All contractors conducting work on or within the premises must be licensed and insured and Landlord must be provided written notice showing contractors being utilized and their proof of insurance. Notwithstanding the foregoing, no repairs or improvements shall be made to the Leased Premises without the prior express written consent of Landlord.

41. **LATE CHARGE:** If any installment of rent is unpaid for seven (7) days after its due date, Tenant agrees to pay a charge of Two Hundred Fifty Dollars (\$250.00) as a late charge. In the event Tenant has not paid rent after the 7th day of the month, Landlord reserves the right to charge 5% daily interest on Tenant's balance.

42. **DIVISIBILITY. NO WAIVERS:** If any term or provision of this Lease is to any extent invalid or unenforceable, the remaining terms and provision of this Lease will not be affected and they will be valid and enforceable to the fullest extent, either as provided in this Lease or as permitted by law.

43. **CERTIFICATE OF OCCUPANCY:** Tenant, at Tenant's sole cost and expense, if applicable and required by the municipality wherein the Leased Premises is situated, will apply for and obtain a Certificate of Occupancy from said municipality.

44. **RETURN OF PROPERTY IN LIKE CONDITION:** As part of Tenant's obligations under this Lease, Tenant agrees to return the Leased Premises, in good, clean, operating condition at the conclusion of this Lease, reasonable wear and tear excepted. If any property is not returned in such condition, Tenant agrees that Tenant shall reimburse Landlord for any necessary repairs, even if Tenant has already moved from the Premises.

45. **PREMISES:** Tenant has access to the main floor premises at all times, but shall not enter the basement unless to conduct build-out or improvements agreed upon by Landlord.

46. **LEGAL APPROVAL:** This Lease has been prepared by Landlord or its authorized representation for submission to Tenant for approval. No representation or recommendation is made by Pilot Property Group, Inc., as to the legal sufficiency, legal effect or tax consequences of this Lease or the transaction relating thereto; and the Parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Lease.

47. **TOXIC AND HAZARDOUS MATERIAL:**

- A. If applicable, Tenant shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Leased Premises in connection with Tenant's business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Tenant shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Leased Premises or any portion thereof or any adjacent premises or into the ambient air. Tenant shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Leased Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Tenant shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Tenant shall undertake, at its expense, any necessary and/or

appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnity or insurance obligations under this Lease. Tenant shall indemnify and hold harmless Landlord from and against all liability arising from any incident or occurrence on or about the Leased Premises pertaining to Hazardous Materials. The Tenant shall also indemnify and hold harmless Landlord from and against all liability arising from any incident or occurrence on any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Tenant, its agents, employees, or invitees, during the term hereof. The obligations of Tenant under this section shall survive the termination of this Lease.

- B. As used herein, "**Hazardous Materials**" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example and not limitation, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated thereto, all as amended.

48. **PILOT PROPERTY GROUP, INC. (BROKER) NOTICE TO LANDLORDS AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS:** Although Broker will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground storage tanks on the property, Broker has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by Broker. Broker makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property and both parties agree to hold PILOT PROPERTY GROUP, INC., harmless. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

49. **PERSONAL GUARANTY:** This Lease, specifically the Tenant's obligation to pay rent and any additional rental charges due under this Lease, shall be personally guaranteed by the individual principals of Tenant in the form and manner as attached hereto as **Exhibit A**.

50. **SECURITY PROVISION:** The Landlord herewith acknowledges the receipt of a total of Four Thousand Five Hundred Nine and 91/100 (\$4,509.91) Dollars and Landlord will retain as security for the faithful performance of all of the covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the tenants' failure to perform the said covenants,


conditions, and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event, is said security to be returned until the Tenant has vacated the Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix the said security with his own funds.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

WITNESSED:

TENANT:

Signed by:

88040AED22BC4AD...
By: Geoff Hamelin
Dated: 4/4/2025

Michigan By the Bottle 2025
a Michigan LLC

Signed by:

17D82EBFDF0C43C...
By: Sam Simpson
Its: Member
Dated: 4/4/2025

WITNESSED:

LANDLORD:

By: _____
Dated: _____

JS Lake Orion South LLC
a Michigan LLC

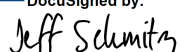
DocuSigned by:

48BE22E505EE4CE...
By: Jeff Schmitz
Its: _____
Dated: 4/4/2025

EXHIBIT A

PERSONAL GUARANTY

The undersigned persons, individually and collectively referred to herein as the “**Guarantor**”, and on behalf of the Lessee, in consideration of the leasing of the Premises described in the foregoing Lease to the Lessee, and to induce Lessor to execute and deliver the Lease and the Leased Premises to Lessee, does hereby covenant and agree as follows:

- A. The Guarantor does hereby guarantee the full, faithful and timely payment and performance by Lessee of all of the payments of the base rent set forth in Section 3 of the Commercial Lease Agreement. If Lessee shall default, in the payment of any rent set forth in Section 3 of the Commercial Lease Agreement then Guarantor, at its expense, shall, on written demand of Lessor, fully and promptly, and well and truly, pay all rent. The Guarantor hereby waives all requirements of notice of the acceptance of this Guaranty, but preserves all requirements of notice of breach or nonperformance by Lessee in order to afford Lessee and/or Guarantor an opportunity to cure same.
- B. The obligations of the Guarantor hereunder are independent of, and may exceed, the obligations of Lessee. A separate action or actions may, at Lessor’s option, be brought and prosecuted against the Guarantor, whether or not any action is first or subsequently brought against Lessee, or whether or not Lessee is joined in any such action, and the Guarantor may be joined in any action or proceeding commenced by Lessor against Lessee arising out of, in connection with, or based upon the Lease. The Guarantor does not waive any right to require Lessor to proceed against Lessee or pursue any other remedy in Lessor’s power whatsoever, any right to complain of delay in the enforcement of Lessor’s rights under the Lease, and any demand by Lessor and/or prior action by Lessor of any nature whatsoever against Lessee, or otherwise. This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under the Lease. The Guarantor does not waive notice of any of the foregoing, and agrees that the liability of the Guarantor hereunder shall be based upon the obligations of Lessee set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and obligations and liabilities of the Guarantor hereunder, “**Lessee**” may be deemed to include any and all assignees, subtenants, or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any or the same were the named Lessee under the Lease. This Guaranty shall apply to the Lease, any extension or renewal thereof and to any holdover following the expiration of the initial Term of the Lease by Tenant, or any extension or renewal thereof.

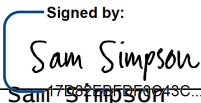
- C. The Guarantor's obligations hereunder shall remain fully binding although Lessor may have waived one (1) or more defaults by Lessee, extended the time of performance by Lessee, released, returned or misapplied other collateral at any time given as security for Lessee's obligations, or amended this lease in any manor. (including other guaranties). The Guarantor hereby consents to all forbearance, indulgences, and extensions of time on the part of Lessor afforded to Lessee and the waiver from time to time by Lessor of any right or remedy on its part against Lessee under the Lease and the Guarantor hereby agrees that no act or omission on the part of the Lessor shall affect or modify the obligations and liabilities of Guarantor hereunder.
- D. This Guaranty shall remain in full force and effect notwithstanding the institution, by or against Lessee, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.
- E. If this Guaranty is signed by more than one (1) Party, their obligations shall be joint and several, and the release of one (1) of such Guarantors shall not release any other of such Guarantors.
- F. This Guaranty shall be applicable to and binding upon the heirs, personal representatives, administrators, representatives, successors and assigns of Lessor, Lessee and the Guarantor. Lessor may, without notice, assign this Guaranty in whole or in part.
- G. In the event that Lessor should institute any suit against the Guarantor for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Lessor hereunder, or should the Guarantor institute any suit against Lessor arising out of or in connection with this Guaranty, or should either Party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the Lessor shall be entitled to recover from the Guarantor an amount equal to the reasonable fees of its attorney(s), and costs incurred, in connection therewith, to be determined by the court and taxes as a part of the costs therein. This Guaranty is performable in Macomb County, Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Guarantor agrees that Lessor may bring suit against Guarantor in Macomb County, Michigan to enforce this Guaranty.
- H. The execution of this Guaranty prior to the execution of the Lease shall not invalidate this Lease or lessen the obligations of Guarantor hereunder.

IN WITNESS WHEREOF, the Guarantor has executed this Lease Guaranty this 3 day of April, 2025.

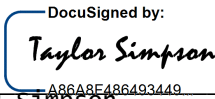
WITNESS:

By: _____
Dated: _____


GUARANTOR:

Signed by:

By: _____
Address: 144 N Highland Drive
Lake Leelanau, MI 49653
Dated: 4/4/2025

GUARANTOR:

DocuSigned by:

By: _____
Address: 40 N Manitou Trail
Lake Leelanau, MI 49653
Dated: 4/8/2025

GUARANTOR:

Signed by:

By: _____
Address: 7994 N. Swede Road
Northport, MI 49670
Dated: 4/4/2025

GUARANTOR:

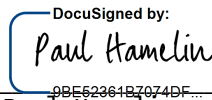
DocuSigned by:

By: _____
Address: 8080 N Swede road
Northport, MI 49670
Dated: 4/6/2025

EXHIBIT B

Work Responsibilities Upon Delivery

Timeline

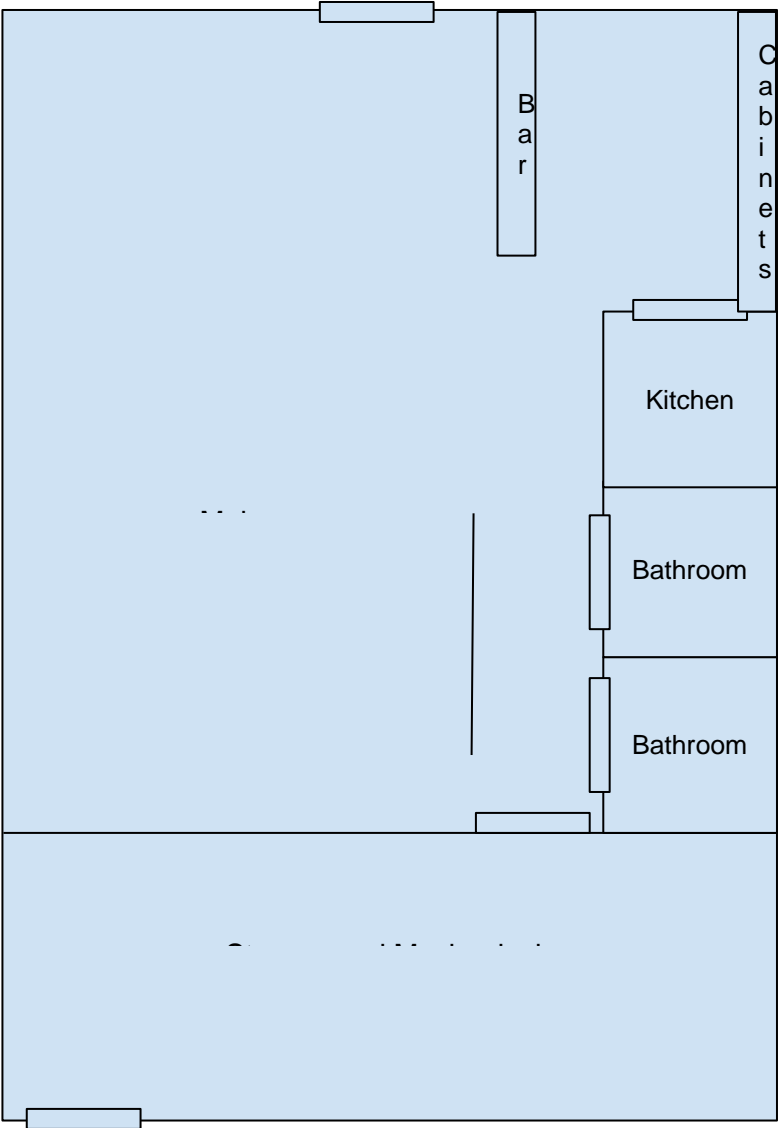
- Rent start August 1st 2025 or earlier if MLCC, Local Zoning and Other Approvals to open the doors and start selling product.

- 50% rent until MLCC closes (Tenant expects it to close by August 1st but that is out of Tenant's control). Normal Rent Resumes January 1st, 2026 regardless of MLCC approval.
- Signage up in windows prior to finishing
- Access to space to bring winery partners down

Exterior (Landlord)

- 5 parking spots – Tenant requests such spots have signage deterring public parking (example: 1 hour parking only)
- Back entrance needs stairs and a ramp for off loading wine and wheeling into the building...doesn't need to be ADA compliant but also not so steep as to not be able use dolly
- Light by the back door – provided on the electrical plan
- Cement the front corner area so continuous surface
- Outlets under outdoor awning – provided on the electrical plan

Site Plan



Interior

General Interior Finish/Updates (Landlord)

- Flush entrance – trip hazard in middle suite

- Level floor in the back storage room entrance - near door there is a pretty deep hole/slope
- Drywall the ceiling
- Can lights throughout
- Drop down lights over the bar – Tenant to supply lights, Landlord to install
- Commercial grade vinyl plank through main room/kitchen/bathroom (not in storage room) – Landlord to provide a \$5,000 allowance towards contribution of flooring material cost. Tenant will be responsible for material costs exceeding the \$5,000 allowance. Landlord to be fully responsible for labor of flooring install.
- Drain line from front of store to back
 - Bar sinks, kitchen, toilets, mop closet
 - Washer/dryer hookup in mechanical space – provided per the electrical plan
- Paint
 - Red behind the bar
 - Cream/White everything else
- Front door – currently needs to be fixed in order not to slam shut
- All lighting on dimmers
- Wall sconces between windows with dimmers – Tenant to supply lights, Landlord to install
- No hollow core doors
- Outlets on east side and north side of building above window on the inside for neon open signs to hang in window (Electrical Plan)

Kitchen (Landlord)

- 220 plug/50 amp breaker (Will give Plug Specs)
- 30 amp breaker for glass dishwasher (CMA 180 UC-3 Will provide specs)
- 30 amp breaker for commercial dishwasher (Will provide specs)
- 3 basin sink – Tenant to supply, Landlord to install
- Microwave (Plug)
- Residential fridge / freezer combo (Landlord to supply plug only)
- 2 way swing door
- RFP on kitchen walls
- 160 cfm bathroom fan in kitchen area

Bathroom (Landlord)

- Baby changing station
- Tile wall
- Wall mirror framed with trim
- Motion lights and motion fan (160 cfm) in each bathroom
- Blocking for:
 - Paper towel
 - Soap dispenser
 - ADA bars
 - Toilet paper holder
- Can lights in the ceiling
- Sconces around/above mirror – Tenant to supply lights, Landlord to install
- Live music space requirements (Landlord to supply plug only)

Storage/Mechanical room (Landlord)

- One large open space
- Epoxy or sealed concrete anti-slip
- Floor drain(s)

Bar (Below are the Tenant's responsibility for coordination and cost)

- 1-2 hand wash sinks under bar top
- Corian bar top
- Outlets for reachin coolers
- Full length counter /cabinets on wall behind bar
- Black cabinetry
- Customer facing side under bar LED lighting
- Purse hooks on bar
- Lighting under bar on service side
- Sconces on wall behind bar