

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into as of September 29, 2025, by and between:

Lessor: M 36 Developments LLC-17228 Summit Drive Northville MI 48168

Lessee: 759 East Pinconning LLC

1. **PREMISES:**

1.1 Description: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located at 1268 M-36 Pinckney MI 48169 (the "Premises"), more particularly described in Exhibit A attached hereto and incorporated by reference.

1.2 Use of Common Areas: In addition to the Premises, Lessee shall have non-exclusive access to common areas, including parking facilities and any other areas designated by Lessor.

2. **TERM:**

2.1 Commencement and Expiration: The term of this Lease shall be 5 years, commencing on September 29, 2025 and ending on September 28, 2030. Lessee shall have the option to renew this Lease for an additional term of 5 years upon written notice to Lessor at least 120 days prior to the expiration of the initial term. Lease payments shall commence upon Village approval for a Adult Use Cannabis License by the Village of Pinckney. Front end payments accrued, prior to the approval by the Village shall be added on to the end of the lease term, extending it by the same.

2.2 Early Termination: In the event Lessee wishes to terminate this Lease before the expiration date, Lessee shall provide Lessor with at least 120 days' written notice and pay an early termination fee equal to 6 months' rent.

3. **RENT:**

3.1 Base Rent: Lessee agrees to pay Lessor a monthly base rent of 8 500.00, payable in advance on the First of each month. The first month's rent shall be prorated for any partial months during the initial term.

3.2 Operating Expenses: In addition to base rent, Lessee shall be responsible for operating expenses, including real estate taxes, insurance, and maintenance costs.

4. **SECURITY DEPOSIT:**

4.1 Amount: Lessee shall provide a security deposit in the amount of 15,000.00 upon the execution of this Lease. The security deposit shall be held by Lessor as security for the faithful performance by Lessee of all the terms, covenants, and conditions of this Lease.

4.2 Return of Deposit: The security deposit, or any remaining balance after deductions for unpaid rent or damages, shall be returned to Lessee within 60 days of the expiration or termination of this Lease.

5. USE OF PREMISES:

5.1 Permitted Use: The Premises shall be used as a cannabis retail facility. Lessee shall comply with all applicable laws and regulations. Any change in use requires written content from Lessor.

5.2 Alterations: Lessee may make alterations or improvements to the Premises with the written consent of Lessor, and any such alterations shall become the property of Lessor upon termination of this lease.

6. MAINTENANCE AND REPAIR:

6.1 Lessee's Responsibilities: Lessee shall be responsible for the maintenance and repair of the Premises, including any alterations or improvements made by Lessee. Lessor shall be responsible for structural repairs and maintenance not caused by Lessee.

6.2 Condition of Premises: Upon expiration or termination of this Lease, Lessee shall return the Premises to Lessor in the same condition as received, ordinary wear and tear excepted.

7. INSURANCE:

7.1 Insurance Coverage: Lessee shall maintain insurance coverage for the Premises, including general liability and property insurance. Lessor shall be named as an additional insured.

7.2 Indemnification: Lessee agrees to indemnify and hold Lessor harmless from any claims, damages, or liabilities arising out of Lessee's use or occupancy of the Premises.

8. DEFAULT:

8.1 Notice and Cure: In the event of a default by either party, the non-defaulting party shall provide written notice of the default. If the defaulting party fails to cure the default within 45 days, the non-defaulting party may terminate this Lease.

8.2 Late Payment: In the event of late payment by Lessee, Lessor may charge a late fee of 5% or the maximum allowed by law, whichever is less.

9. GOVERNING LAW:

9.1 Jurisdiction: This lease shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal action arising out of or related to this Lease shall be brought in the State or Federal Courts located within the State of Michigan.

10. **MISCELLANEOUS:**

10.1 Amendments: Any amendments or modifications to this Lease must be in writing and signed by both parties.

10.2 Entire Agreement: This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LESSOR:

M-36 Developments LLC

A handwritten signature in black ink, appearing to be 'K2', is written over a horizontal line.

By: Kirk Lytwyn

September 29, 2025

LESSEE:

759 East Pinconning LLC

A handwritten signature in black ink, appearing to be 'K2', is written over a horizontal line.

By: Kirk Lytwyn

September 29, 2025

EXHIBIT A - LEGAL DESCRIPTION OF PREMISES

618K74 TO 618K80 LOT 74 TO 80 INCL CHATHAM GARDENS PC 618 L70 P95 WCR