AGREEMENT OF LEASE

This Agreement of Lease (this "Lease") made June 1, 2022, by and between DANJAN PROPERTIES, LLC, an Ohio limited liability company, ("Landlord") and BBC Distributing LLC, a Michigan limited liability company ("Tenant").

WITNESSETH:

The Landlord is the owner of the real estate described on Exhibit A attached hereto and commonly known as 422 Bacon Street, Dayton, Ohio 45402 ("Leased Premises"):

Accordingly, the Landlord does hereby lease and let to the Tenant and the Tenant accepts from the Landlord under the terms and conditions of this Lease the Leased Premises.

ARTICLE 1
INITIAL TERM

Section 1. Tenant shall have and hold the Leased Premises for a term of one (1) year, commencing on June 1, 2022 (the "Commencement Date") and expiring on May 31, 2023.

ARTICLE 2
OPTION TO RENEW

Section 1. Provided that Tenant is not then in default in the performance of any of its covenants and agreements under this Lease beyond applicable notice and cure periods, Tenant may renew this Lease for three (3) additional one (1) year terms upon the same terms and conditions as provided in this Lease except as to rent, which shall be adjusted as provided in Article 4, below. In order to exercise such renewal rights, Tenant shall serve Landlord with written notice of Tenant's election to renew not less than three (3) months prior to the end of the initial term of this Lease or renewal term, as the case may be. Reference in this Lease to the term of this Lease shall mean the initial term and any renewal term exercised by Tenant.

ARTICLE 3
ACCEPTANCE OF LEASED PREMISES

Section 1. The parties hereto acknowledge and agree that, as of the date hereof, the Landlord has tendered possession of the Leased Premises to Tenant and Tenant has taken possession of the Leased Premises.

Section 2. The Leased Premises have been delivered to the Tenant in its then existing condition, "As Is" and with "All Faults". Taking possession of the Leased Premises by Tenant shall be conclusive evidence that the Leased Premises were in good order and satisfactory condition when Tenant took possession. Landlord makes no representation concerning the condition of the Leased Premises except as provided for herein. Notwithstanding the foregoing, Landlord represents, warrants, and covenants to Tenant that to the best of Landlord's knowledge; (u) Landlord is the true and lawful owner of the Leased Premises and is seized of an indefeasible estate in fee simple in and to the Leased Premises; (v) the Permitted Use is in compliance with and does not conflict with and shall not conflict during the Term with any restrictions of record; (w) the existing improvements are and will be sufficient and in compliance with all Laws for Tenant's Permitted Use; (x) the structural portions of the Leased Premises are in good condition and working order; (y) the Leased Premises are properly zoned for the Permitted Use of the Leased Premises by Tenant; and (z) the Leased Premises comply with local laws relating to loading and parking requirements as the business on the Leased Premises is now conducted.

ARTICLE 4
RENT

Tenant shall pay to Landlord as "Base Rent" for the Leased Premises each month beginning on the Commencement Date and continuing for the initial term and first renewal term (if exercised), the sum of Four Thousand Dollars ($4,000.00). Base Rent for the second renewal term and third renewal term, if such renewal terms are exercised, shall increase by two percent (2%) at the commencement of the second renewal term and at the commencement of the third renewal term. Said Base Rent shall be paid in advance, without deduction or offset, on or before the first day of each and every calendar month; Tenant shall pay the first installment of Base Rent upon the Commencement Date. If the Commencement Date or termination date of this Lease is other than the first or last day of the month, then the Base Rent shall be prorated accordingly.

ARTICLE 5
REAL ESTATE TAXES

Tenant shall reimburse Landlord for all real estate taxes and general assessments levied or assessed hereafter and through the Term of this Lease, by any governmental agency or entity, on or against the Leased Premises, the Leasehold interest in said Leased Premises, or any of Tenant's improvements on said Leased Premises, hereinafter referred to collectively as "Tax Liens". All Tax Liens assessed during the Term but payable in whole or in installments after the Term shall be adjusted and prorated so that Landlord shall pay its prorated share for the periods following the Term of this Lease and Tenant shall pay its prorated share for the Term of this Lease. Tax Lien shall exclude (1) any taxes on Landlord's income, (2) franchise taxes or corporate or unincorporated business taxes, (3) estate or inheritance taxes, (4) any capital gains taxes, (5) transfer taxes, or any similar taxes imposed on Landlord, unless those taxes are levied, assessed, or imposed in lieu of or in substitution for the whole or any part of the taxes, assessments, levies, or impositions that now constitute the defined term Tax Liens, and (6) any delinquency charges imposed on the Landlord if it fails to pay any Tax Liens when due. The Landlord will pay all Tax Liens prior to the due date for payment of any such Tax Liens and will then invoice Tenant for the date the invoice has been given under Article 22, Section 7 of this Lease.

ARTICLE 6
USE OF LEASED PREMISES

Section 1. The Leased Premises shall be used only for the sale of restaurant equipment and for office space ("Permitted Use") and for no other purpose without the written consent of the Landlord, which consent may be withheld, conditioned or delayed for any reason or no reason by Landlord.

Section 2. The Tenant will do nothing that would materially increase the cost of insurance on the Leased Premises (unless Tenant pays for any such increase) or invalidate existing policies (unless Tenant replaces such policies); shall not make or permit any unreasonable noise, glare, odor or activity materially objectionable to the public or adjacent landowners; and shall not create a nuisance on the Leased Premises.

Section 3. The Tenant shall abide by all building, zoning, police and fire regulations concerning the operation of its business, and shall store all trash, rubbish, and debris in closed containers.

ARTICLE 7
ENVIRONMENTAL COVENANTS

Section 1. The term "Hazardous Substances", as used in this Article, shall mean any hazardous substance, pollutant, contaminant or waste regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 et seq.) asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136 et seq.); PCBs and other substances regulated under Toxic Substances Control Act, as amended (7 U.S.C. §136 et seq.); source

material, special nuclear material, byproduct materials, and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the Occupational Safety and Health Act hazard Communication Standard (29 C.F.R. §1910.1200 et seq.); industrial process and pollution control wastes whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 et seq.): and other substances and materials regulated under "Laws" (as defined below) relating to environmental quality, health, safety, contamination and clean-up. For the purposes of this Article, "Laws" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any later time may be applicable to the Leased Premises or any part thereof.

Section 2. Tenant shall not cause or permit to occur: (A) Any violation of any law related to environmental conditions on or under the Leased Premises, or arising from Tenant's use or occupancy of the Leased Premises, including, but not limited to, soil and ground water conditions; or (B) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on or under the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substance other than customary quantities of such Hazardous Substances customarily used in the operation of Tenant's business and then only in accordance with all Laws.

Section 3. Tenant shall, at Tenant's expense, comply with all Laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances.

Section 4. Tenant shall, at Tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

Section 5. If any Authority or any court demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of the Lease and results from Tenant's use or occupancy of the Leased Premises, then Tenant shall, at Tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all work required by such clean-up plans.

Section 6. Tenant shall promptly provide all information that is in Tenant's possession regarding Tenant's use, generation, storage, transportation or disposal of Hazardous Substances that is reasonably requested by Landlord. If Tenant fails to fulfill any duty imposed on Tenant under this Article, within a reasonable time, Landlord may do so; and in such case, Tenant shall reasonably cooperate with Landlord in order to prepare all documents deemed reasonably necessary or appropriate to determine the applicability of the Laws to the Leased Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly following Landlord's reasonable request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Article.

Section 7. Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including reasonable out-of-pocket attorneys' and consultants' fees) actually incurred as a result of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of the Lease and results from Tenant's use or occupancy of the Leased Premises, including, without limitation, Tenant's use or occupancy of the Leased Premises occurring prior to the date hereof or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the laws.

Section 8. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge; (a) the Leased Premises do not contain any substance that is deemed a Hazardous Substance, other than negligible quantities of such Hazardous Substances as may typically be found in commercial construction or cleaning products used and disposed of in accordance with all Laws; (b) there are no underground storage tanks for petroleum products or Hazardous Substances, active or abandoned, located on the Leased Premises; (c) there are no environmental liens on the Leased Premises. Landlord also represents and warrants to Tenant that regarding any operations involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal

(whether legal or illegal, accidental or intentional) of any Hazardous Substances or any wastes regulated under any local, state, or federal Law, at or affecting the Leased Premises: that Landlord: (w) is not presently nor has Landlord been in the past engaged in any of the foregoing operations at the Leased Premises; (x) does not presently have knowledge of any of the foregoing operations; (y) has not at any time in the past engaged in any of the foregoing operations; and (z) has no actual knowledge that any third person or entity has engaged in or permitted any of the foregoing operations at the Leased Premises. Landlord agrees not to cause or permit any Hazardous Substances to be produced, stored, kept, discharged, or released in or about the Leased Premises other than negligible quantities of such Hazardous Substances as may typically be found in commercial construction or cleaning products used and disposed of in accordance with applicable Laws. Notwithstanding any provision in this Lease to the contrary, in no event shall Tenant be liable to Landlord for any Hazardous Substances stored, released, or disposed of on the Leased Premises prior to the Commencement Date by anyone other than Tenant, or for any contamination due to Hazardous Substances in or about the Leased Premises before the Commencement Date. Landlord shall indemnify, defend, and hold harmless Tenant and its members, managers, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including reasonable out-of-pocket attorneys' and consultants' fees) actually incurred as a result of any breach of Landlord's representations and warranties contained in this paragraph or the presence of any Hazardous Substances in, on, or under the Leased Premises as of the Commencement Date, unless such presence is caused by the Tenant or its employees or agents.

Section 9. Landlord's and Tenant's obligations and liabilities under this Article 7 shall survive the expiration of the Lease.

ARTICLE 8
SERVICES

Section 1. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal, and other services and utilities supplied to the Leased Premises.

Section 2. Landlord represents and warrants to Tenant that to the best of its knowledge (a) sewer, water, electric, telephone, and gas lines are available directly at the Premises and Tenant agrees to place all such services in its name and pay for the services directly as of the Commencement Date; (b) heating, ventilation, and air-conditioning ("HVAC") are available and in good working order at the Leased Premises;

Section 3. If any of the services or utilities at the Leased Premises used by Tenant are interrupted, Tenant will use reasonable diligence to restore the services or utilities promptly, but Tenant will have no claim for rebate of Rent, damages (including damages for business interruption) or eviction on account thereof.

ARTICLE 9
REPAIR & REPLACEMENT

Section 1. Subject to Landlord's obligations under Section 3 below, Tenant shall at all times during the Term of this Lease keep the interior of the Leased Premises and the exterior entrances and all glass and show window moldings and all partitions, doors, doorjambs, door closures, door hardware, fixtures, equipment, and appurtenances thereof in good order, condition, and repair including replacements (and reasonable periodic interior painting as reasonably determined by Landlord). Tenant shall also repair any damages to the structural portions of the roof and the building located on the Leased Premises ("Building") resulting from Tenant's negligent acts or omissions or anyone acting by or through or claiming under Tenant as a result of the failure of Tenant or any one claiming under Tenant, and perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions, or improvements to the Leased Premises made by Tenant or anyone claiming under or acting by or through Tenant. Subject to Landlord's representations and warranties set forth in Section 2 of Article 3 of this Lease, Tenant will be required to make any structural repairs, alterations, or structural alterations to the Leased Premises which may be required by Law (whether presently existing or hereafter enacted), insurance regulations, or otherwise because of Tenant's specific use of the Leased Premises.

Section 2. Tenant shall enter into and maintain, at its sole cost and expense, a service agreement with a reputable contractor, the terms of which shall begin on the Commencement Date hereof (or earlier), shall continue throughout the Term hereof, and shall expire at the end of the Term hereof, wherein said contractor shall make periodic service inspections and necessary repairs to the heating and air conditioning systems servicing the Leased Premises at least semi-annually.

Section 3. Landlord shall maintain, repair, and replace the roof and the roof membrane, the exterior walls, and the structural portions of the Leased Premises (except as repaired by Tenant under Article 9, Section 1), all areas of the parking lot and landscaping, and all electrical, lighting, heating, plumbing and plumbing fixtures, and any air-conditioning systems, and shall periodically paint the exterior walls of the Leased Premises from time to time as determined to be necessary by Landlord or its designee, and subject to the obligations of Tenant under the provisions of this Lease. Except as otherwise provided in this Lease, Landlord shall keep, repair, operate, and maintain the following in good order, condition, and repair, and in compliance with all applicable Laws: the foundation, exterior walls, structural walls, and roof of the Leased Premises.

Section 4. If Tenant refuses or neglects to maintain or repair the Leased Premises as required of Tenant hereunder to the reasonable satisfaction of Landlord as soon as is reasonably practicable after written demand from Landlord, Landlord shall have the option, but not the obligation, to make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or property, or to Tenant's business thereof, and upon completion thereof, Tenant shall pay Landlord's reasonable and documented cost for making such repairs as Additional Rent.

ARTICLE 10
TENANT IMPROVEMENTS

Section 1. Tenant may make any alterations or improvements to the Leased Premises; provided, however, Tenant shall not make any alterations or improvements to the foundation or the structural portions of the Leased Premises or any alterations with a cost in excess of $100,000 without first procuring Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed and Tenant shall deliver to Landlord the plans and specifications and copies of the proposed contracts and necessary permits, and shall furnish, in the form of separate agreements if reasonably requested by Landlord, indemnification against liens, costs, damages and expenses as may be reasonably required by Landlord. All improvements made to the Leased Premises by Tenant shall be made in a quality workmanlike manner. All improvements made to the Leased Premises other than Tenant's equipment, furniture, and trade fixtures, at the termination of this Lease, shall become the property of Landlord, unless Landlord requests their removal, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury, all without compensation or credit to Tenant. Upon request of Landlord to Tenant to remove any such improvement, Tenant shall proceed to effectuate and remove said improvement without damage to the Leased Premises. Tenant shall repair any damage to the Leased Premises caused by Tenant's removal of its equipment, furniture, and trade fixtures.

Section 2. The Tenant shall not erect or install any signage, except as provided for herein, without first procuring Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, as well as complying with all governmental regulations, ordinances and statutes regulating the same.

ARTICLE 11
INDEMNITY

Section 1. Except for the negligence and intentional misconduct of Landlord and/or any Landlord Parties (as hereinafter defined), Tenant shall, subject to Article 20, indemnify and hold harmless Landlord and Landlord's officers, agents, employees, partners, successors, and assigns (collectively, the "Landlord Parties") from and against any and all claims arising from Tenant's use of the Leased Premises, or from the conduct of Tenant's business or from any activity, work, or things done, permitted, or suffered by Tenant in, on, or about the Leased Premises or elsewhere, and shall further indemnify and hold harmless all Landlord Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, on or about the Leased Premises and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against

Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damages to property or injury to persons, in, on, or about the Leased Premises arising from any cause other than the negligence or willful misconduct of Landlord Parties, and Tenant hereby waives all claims in respect thereof against any Landlord Parties.

Section 2. Except for the negligence and intentional misconduct of Tenant and/or any Tenant Parties (as hereinafter defined), Landlord shall indemnify and hold harmless Tenant and Tenant's members, managers, officers, agents, employees, partners, successors, and assigns (collectively, the "Tenant Parties") from and against any and all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of Landlord, the Landlord Parties, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

ARTICLE 12
INSURANCE

Section 1. Tenant, in order to enable it to meet its obligation to insure against the liabilities specified in this Lease, shall at all times during the term of this Lease carry, at its own expense, for the protection of Tenant and Landlord, as their interests may appear, one or more policies of commercial general liability insurance, issued by one or more insurance companies acceptable to Landlord, with the following minimum coverages:

A. Worker's Compensation: Minimum statutory amount

B. Commercial General Liability Insurance, including Damage to Rented Premises, Medical Expenses, Personal and Advertising Injury, Products - Completed Operations, and Umbrella Liability with such policy limits of $1,000,000 for each occurrence and $2,000,000 in the aggregate and $500,000 premises damage.

C. All risk insurance, for the full cost replacement of the Building on the Leased Premises, all improvements to said Building, and any of Tenant's property located on the Leased Premises.

Such insurance policies, other than the Worker's Compensation policy, shall name Landlord as an insured for coverage for said Building and improvements on the Leased Premises, and as an additional insured on all other coverage, and shall provide that it may not be canceled unless Landlord has been provided with written notice at least thirty (30) days prior to the cancellation date. Tenant shall furnish Landlord with Certificates of Insurance evidencing such coverages within ten (10) days of the Commencement Date of this Lease and within ten (10) days of any written request made by Landlord.

Should Tenant fail to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as Additional Rent.

ARTICLE 13
DAMAGE BY FIRE OR OTHER CASUALTY

Section 1. If the Leased Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for use, then Tenant shall be entitled to terminate this Lease upon written notice to Landlord and surrender possession of the Leased Premises. If Tenant does not so terminate this Lease, then Tenant's liability to pay rent under this Lease shall cease in proportion to the part so destroyed or injured until Landlord shall repair the same and Landlord shall repair the same with all reasonable speed and shall use good faith, commercially reasonable efforts to complete such repairs within two hundred ten (210) days from the happening of such injury. If Landlord fails to repair the

Leased Premises within two hundred ten (210) days from the happening of such injury as aforesaid, then Tenant as its exclusive remedy, shall have the right to terminate this Lease by written notice to Landlord at any time following the expiration of said 210-day period but prior to the date Landlord actually completes the subject repairs. The Landlord shall receive all of the insurance proceeds from all the risk insurance on the Building and all other improvements (except for Tenant's furniture, equipment and trade fixtures) as set forth in Article 12(c) ("Insurance Proceeds"), whether or not the Lease is terminated pursuant to this Articles 13.

Section 2. If such destruction or injury cannot reasonably be repaired within two hundred ten (210) days from the happening thereof, then Landlord shall be entitled to terminate this Lease by notifying Tenant within thirty (30) days after the happening of such destruction or injury.

ARTICLE 14
EMINENT DOMAIN

If the whole or any part of the Leased Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Leased Premises to be untenantable and inadequate for use by Tenant for the purpose for which they were leased, then Tenant may, at its option, terminate this Lease as of the date Tenant is required to surrender possession of the Leased Premises by giving Landlord written notice of such termination. If a part of the Leased Premises shall be taken or conveyed but the remaining part is tenantable and adequate for Tenant's use, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession; Landlord shall make such repairs, alterations, and improvements as may be necessary to render the part not taken or conveyed tenantable; and the rent shall be reduced in proportion to the part of the Leased Premises so taken or conveyed. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award. However, Tenant shall have the right to recover from such authority, but not from Landlord, (a) such compensation as may be awarded to Tenant on account of moving and relocation expenses, and (b) such other compensation to which Tenant may be entitled under law provided that any such compensation awarded to Tenant does not and shall not reduce any compensation or award to Landlord.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

Section 1. Tenant shall not assign or in any manner transfer this Lease or any interest therein, nor sublet Leased Premises or any part or parts thereof, nor permit occupancy by anyone with, through, or under it, without the previous written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Leased Premises shall not operate as a waiver of Landlord's rights under this Article to any subsequent assignment or subletting. No assignment or sublease shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder.

Section 2. Landlord shall have the right to transfer or assign its interest in this Lease to the purchaser or other transferee of fee simple title to the Leased Premises provided any such transferee or assignee shall assume the obligations of Landlord hereunder and any such person shall thereafter have the same rights as Landlord.

ARTICLE 16
ACCESS TO LEASED PREMISES

Landlord, its employees and agents and any mortgagee shall have the right to enter any part of the Leased Premises at reasonable times and upon reasonable prior notice to Tenant for the purposes of examining or inspecting

the same, showing the same to prospective purchasers, mortgagees or, during the final eight (8) months of the Term, tenants and for making such repairs, alterations or improvements to the Leased Premises required to be made by Landlord hereunder. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle the Tenant to any abatement of rent therefor; provided, however, Landlord shall not unreasonably interfere with the conduct of Tenant's business or any operations conducted in or on the Leased Premises and Landlord shall be responsible for any damage to the Leased Premises incurred in connection with such entry.

ARTICLE 17
REMEDIES

Section 1. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant:

A. Tenant shall fail to pay any monthly installment of Base Rent within ten (10) days after the same shall be due and payable and Tenant has received written notice of such failure from Landlord, or any other Additional Rent or amount owing to Landlord under this Lease within thirty (30) days after the same shall be due and payable and Tenant has received written notice of such failure from Landlord.

B. Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such matter shall not constitute a default so long as Tenant commences to cure such default within said thirty (30) day period and thereafter diligently and continuously undertakes to complete the same.

C. Tenant assigns or subleases all or a portion of its interest in the Leased Premises without the prior written consent of Landlord in violation of this Lease.

D. A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the, benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

E. A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay of discharge thereof within sixty (60) days after the filing of the same).

Section 2. Upon the occurrence of any event of default set forth above, Landlord shall have the following rights and remedies, in addition to and not by way of limitation of those allowed by law, any one or more of which may be exercised by Landlord, in its absolute discretion, without further notice to or demand upon Tenant:

A. Landlord may reenter the Leased Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as Additional Rent for any out-of-pocket costs and expenses including, without limitation, reasonable attorneys' fees, which Landlord may actually incur to cure such default, and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action unless caused by Landlord's gross negligence or willful misconduct.

B. (1) Landlord may terminate this Lease effective as of the tenth (10th) date following such default and written notice to Tenant, in which event: (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may reenter the Leased Premises by any means permitted by law, and may remove their property, without prejudice to any other remedy which Landlord may have for possession or arrearages **in** rent; and (iii) notwithstanding the termination of this Lease, Tenant shall pay to Landlord an amount equal to the amount by which the present worth, as of the effective date of termination, of all of the Base Rent which would have

been due under this Lease for the balance of the term exceeds the present worth, as of the effective date of the termination, the fair market Base Rent for the Leased Premises for the same period, to be immediately due and payable, whereupon Tenant shall be obligated to pay upon termination, it being expressly understood and agreed that the liabilities and remedies specified in this subsection shall survive such termination of this Lease; or (2) Landlord may, without terminating this Lease, reenter the Leased Premises and re-let all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease and Tenant shall be obligated to pay to Landlord the difference between the rent provided for herein and that provided for in any lease covering a subsequent re- letting of the Leased Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Leased Premises for repairs, tenant finish improvements, broker's and attorney's fees, and for all loss or damage which Landlord may sustain by reasons of such reentry or re-letting.

C. Landlord may sue for injunctive relief or to recover damages for any actual loss resulting from the breach.

ARTICLE 18
SURRENDER OF LEASED PREMISES

Section 1. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Leased Premises in good condition and repair, subject to ordinary wear and tear, items for which Landlord is responsible under this Lease, and casualty not caused by Tenant Parties.

Section 2. Prior to surrender of the Leased Premises, the Leased Premises will be reviewed by a representative of the Landlord and Tenant to determine if there is any deferred maintenance or unrepaired damage that is the responsibility of Tenant under this Lease other than as provided in Section 1 of this Article 18. In the event that there is such deferred maintenance and repairs, Tenant will pay the reasonable out-pocket cost thereof.

Section 3. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay during the entire holdover period, as the agreed fair market value, one and one-half times the Base Rent in effect immediately preceding the date upon which expiration or termination occurs. No holding over by Tenant after the term of this Lease shall be construed to extend the Lease; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Leased Premises covered hereby effective upon the termination of this Lease. Any holding over with the consent of the Landlord in writing shall thereafter constitute a lease from month to month.

ARTICLE 19
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

Tenant shall, promptly following the written request of Landlord, subordinate in writing this Lease from time to time to the lien of any future mortgage to a bank, insurance company or similar financial institution, irrespective of the time of execution or time of recording of such mortgage or mortgages, provided the holder of such mortgage shall enter into an agreement with Tenant, in recordable form reasonably acceptable to Tenant, that in the event of foreclosure or other right asserted under the mortgage by the holder or any assignee thereof, this Lease and the rights of Tenant hereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the provisions of this Lease. Tenant shall, if requested by the holder of any such mortgage, be a party to said agreement, and shall agree in substance that if the mortgagee or any person claiming under such mortgage shall succeed to the interest of Landlord in this Lease, Tenant shall attorn to and recognize such mortgagee or person as its landlord under the terms of this Lease. Tenant agrees that Tenant shall, following the written request of Landlord, execute, acknowledge and deliver any and all instruments necessary to effectuate, or to give notice of, such subordination in form reasonably acceptable to Tenant. The word "mortgage" as used herein includes mortgages and similar instruments and modifications, consolidations, extensions, renewals, replacements or substitutes therefore.

ARTICLE 20
WAIVER OF SUBROGATION

Tenant and Landlord each hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under this Lease, which perils occur in, on, or about the Leased Premises, whether due to the negligence of Landlord, Landlord Parties, or Tenant, Tenant Parties, or any of their agents, employees, contractors, and/or invitees. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

ARTICLE 21
QUIET ENJOYMENT

Section 1. Landlord hereby covenants and agrees that, subject to the covenants and agreements herein stipulated, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Leased Premises without hindrance from Landlord or any person or persons lawfully claiming the Leased Premises.

ARTICLE 22
RIGHT OF FIRST REFUSAL

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ARTICLE 23
MISCELLANEOUS

Section 1. This Lease, including all Exhibits, Riders and Addenda, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understandings shall vary its terms; and it may not be amended except by a written instrument executed by both parties hereto.

Section 2. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 3. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, and, except as otherwise provided in this Lease, their assigns.

Section 4. Each party represents and warrants to the other that it has not dealt with any broker in connection with this Lease. The execution and delivery of this Lease by each party shall be conclusive evidence that such party has relied upon the foregoing representation and warranty. Landlord and Tenant shall indemnify and hold the other harmless from and against any and all claims for commissions, fees or other compensation by any person who shall claim to have dealt with the other party in connection with this Lease and for any and all costs incurred in connection with such claims, including reasonable out-of-pocket attorneys' fees and disbursements. The provisions of this Section 4 of Article 23 shall survive the expiration of this Lease.

Section 5. Landlord and Tenant may exchange counterpart signatures by facsimile or electronic transmission and the same shall constitute delivery of this Lease with respect to the delivering party.

Section 6. In the event either party hereto commences any legal actions or proceedings of any kind to enforce or resolve any dispute relating to the terms and conditions contained herein, the prevailing party in such dispute shall be entitled to collect from the other party all reasonable out-of- pocket costs, expenses and attorney's fees actually incurred in connection with such action or proceeding.

Section 7. Any bills, statements, consents, notices, demands, requests or other communications given or required to be given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (against a signed receipt) or, by a nationally recognized reputable overnight courier (against a signed receipt) addressed:

A. If to Tenant: at the Leased Premises, 422 Bacon Street, Dayton, Ohio 45402; and

B. If to Landlord: at 1836 Red Bud Trail, Dayton, Ohio 45409, with a copy to Pickrel, Schaeffer & Ebeling, Attn: Katrina L. Wahl, 40 N. Main St., Suite 2700, Dayton, Ohio 45423-2700, or to such other addresses as Landlord or Tenant may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Section 7 of Article 23. Any such bill, statement, consent, notice, demand, request or other communication shall be deemed to have been rendered or given on the date when it shall have been hand delivered, on the next business day when sent by overnight courier.

Section 8. THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

[Remainder of Page Left Blank Intentionally –
Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto set their hands to duplicate copies hereof, to be effective as of the date first set forth above.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

TENANT:

BBC Distributing LLC

BY: TPT 2 LLC, Its Manager

BY: _____
Name: Thomas M. Hill, Jr.
Title: Manager

STATE OF MICHIGAN
COUNTY OF Kalamazoo SS:

BE IT REMEMBERED that on this 2 day of June, 2022, before me, the subscriber, a notary public in and for said county, personally came BBC Distributing LLC, a Michigan limited liability company, by TPT 2 LLC, a Michigan limited liability company, as its manager, by Thomas M. Hill, Jr., as Manager, the Tenant in the foregoing Lease, and acknowledged the signing thereof to be its voluntary act and deed, and the free act and deed of Thomas M. Hill, Jr. as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public Brandi Miller

BRANDI MILLER
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 02-27-2026
Acting in the County of Kalamazoo

IN WITNESS WHEREOF, the parties hereto set their hands to duplicate copies hereof, to be effective as of the date first set forth above.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LANDLORD:

DANJAN PROPERTIES LLC

BY: _____
Name: Daniel L. Bushong
Title: Sole Member

STATE OF OHIO
COUNTY OF MONTGOMERY SS:

BE IT REMEMBERED that on this 2nd day of June, 2022, before me, the subscriber, a notary public in and for said county, personally came DANJAN PROPERIES LLC, an Ohio limited liability company, by Daniel L. Bushong, its sole member, the Landlord in the foregoing Lease, and acknowledged the signing thereof to be its voluntary act and deed, and the free act and deed of Daniel L. Bushong personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
Notary Public

VICKIE L GROOMS
Notary Public - State of Ohio
Commission Expires Sep 2, 2025

Exhibit A

Beginning at a point on the southerly line of Bacon Street distant one hundred ninety-nine and fifty-three one-hundredths (199.53) feet more or less easterly from the southeasterly corner of Bacon Street and Clinton Street, which point is opposite the center of a wall between the premises herein described and the premises now or late of the grantor adjoining on the west, which is hereby declared to be a party wall; and running thence eastwardly along the southerly side of Bacon Street one hundred forty-six and ninety-seven one-hundredths (146.97) feet more or less to the easterly side of lot No. 866 on the revised plat of the said City of Dayton; running thence southerly along the easterly side of said lot No. 866, ninety-nine and twelve one-hundredths (99.12) feet more or less to the southeasterly corner of said Lot No. 866 and running thence westwardly along the southerly sides of said Lot No. 866 and Lots No. 865 and 864 on said map one hundred forty-six and ninety-seven one - hundredths (146.97) feet more or less to a point opposite the center of the said party wall between the premises herein described and the premises adjoining on the west and running thence northwardly through the center line of said party wall, ninety-nine and twelve one-hundredths (99.12) feet more or less to the southerly side of Bacon Street, at the point or place of beginning, and being all of lots numbered EIGHT HUNDRED SIXTY FOUR (864), EIGHT HUNDRED SIXTY FIVE (865) and EIGHT HUNDRED SIXTY SIX (866) of the revised and consecutive numbers of lots on the revised plat of the City of Dayton, excepting a strip one and fifty-three one-hundredths (1.53) feet wide taken by parallel lines off of the west side of lot numbered EIGHT HUNDRED SIXTY FOUR (864).

Together with one-half of vacated alley abutting the above described premises on the south,

Situate in the City of Dayton, County of Montgomery, State of Ohio and being all of Lot No. SEVENTY SIX THOUSAND THREE HUNDRED EIGHTY TWO (76382) of the revised and consecutive numbers of lots as shown on the plat of the City of Dayton and being a replat known as East Dayton Industrial Park, Section Three, in Plat Book 67, Pages 52 and 53 of the plat records of said County, and also being part of an affidavit recorded in Deed Book 2108, Page 726 of the deed records of said County.

Together with one-half of vacated alley abutting the above described premises on the north.

KARL KEITH
COUNTY AUDITOR
MONTGOMERY COUNTY DAYTON, OHIO
DESCRIPTION APPROVED FOR
STRAIGHT TRANSFER CLOSURE.
NOT CHECKED.
BY JK DATE 8/30/21
M&P DEPARTMENT

SECOND AMENDMENT TO AGREEMENT OF LEASE

THIS SECOND AMENDMENT TO AGREEMENT OF LEASE (this "**Second Amendment**"), dated January 1, 2026, is between DANJAN PROPERTIES, LLC, an Ohio limited liability company ("**Landlord**") and BBC DISTRIBUTING LLC, a Michigan limited liability company ("**Tenant**").

RECITALS:

A. Landlord and Tenant are parties to that certain Agreement of Lease, dated June 1, 2022 (the "**Original Lease**"), as amended by that certain 1st Amendment to the Lease, dated May 10, 2023 (the "**First Amendment**", together with the Original Lease, the "**Lease**") for that certain real property commonly known as 422 Bacon Street, Dayton, Ohio 45402 (the "**Leased Premises**").

B. All options to renew the term of the Lease, as set forth in Section 2 of the Original Lease, have been exercised, and the parties desire to extend the term of the Lease pursuant to the terms set forth in this Second Amendment.

C. Capitalized terms that are not otherwise defined herein shall have the meanings given them in the Lease.

ACCORDINGLY, the parties agree as follows:

1. **Term**. The term of the Lease is hereby extended for an additional twelve (12) months to commence on June 1, 2026 and to expire on May 31, 2027 (the "**Extended Term**").

2. **Base Rent**. Tenant shall continue to pay Base Rent in accordance with the terms and conditions of the Lease through May 31, 2026. Commencing on June 1, 2026 and continuing throughout the remainder of the Extended Term, Tenant shall pay Base Rent for the Leased Premises at the rate of $4,329.10 per month.

3. **Brokers**. Each of the parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Second Amendment, and each of the parties shall indemnify and hold the other harmless from all liabilities arising from any such claims (including, without limitation, reasonable attorneys' fees in connection therewith).

4. **No Other Changes**. To the extent there exists a conflict between the provisions of this Second Amendment and the Lease, the terms and provisions of this Second Amendment shall control. Except as expressly modified by the provisions and conditions of this Second Amendment, the Lease remains unchanged and in full force and effect.

5. **Incorporation**. Landlord and Tenant agree that (a) this Second Amendment is incorporated into and made a part of the Lease; (b) any and all references to the Lease hereinafter shall include this Second Amendment; and (c) the Lease and all terms, conditions and provisions

of the Lease are in full force and effect as of the date hereof, except as expressly modified by this Second Amendment.

6. **Counterparts**. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A signed copy of this Second Amendment delivered by facsimile, e-mail or other means of electronic transmission (including DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this Second Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first written above.

Landlord:

DANDAN PROPERTIES, LLC

Daniel Bushong

By _____
Name: DANIEL BUSHONG
Its: PRESIDENT

Tenant:

BBC DISTRIBUTING LLC

By _____
Name: Nigel Kershaw
Its: Chief Financial Officer