

LEASE

THIS AGREEMENT (the "Lease") is made July 23, 2022, between **JH JUNCTION, LLC; GPH JUNCTION, LLC; 5256 ELMORE AVENUE, LLC; RL JUNCTION, LLC; MM JUNCTION, LLC; MCS JUNCTION, LLC; ME JUNCTION, LLC; ICP JUNCTION, LLC; DH JUNCTION, LLC; RGM JUNCTION, LLC** (collectively "Landlord"), and **EMIN BUZHUNASHVILI, LLC, DBA: CASPIAN GRILL** (the "Tenant").

NOW THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed as follows:

1. **AGREEMENT.** Landlord leases the Premises (as that term is defined in paragraph 2 herein) to Tenant, and Tenant leases the Premises from Landlord.

2. **PREMISES.** The Premises are the approximately 5,793 square feet of space, commonly known as 610 Junction Road, Suite #2, Madison, Wisconsin 53717, and more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by reference. The Premises include the right to the use in common with Landlord and the tenant, and their respective employees, customers, invitees and agents of the outside common areas. Upon reasonable prior written notice to Tenant, Landlord shall have the right, but not the obligation, from time to time and at any time or times, to establish such reasonable rules and regulations as Landlord may desire.

3. **TERM.**
 - a. **Initial Term.** The initial term of this Lease will be for a period of ten (10) years and four (4) months, commencing the sooner of the opening date or October 1, 2022 and shall be identified by written notice ("Commencement Date").
 - b. **Option Term.** The Tenant shall have the right to extend the Lease for three (3) five (5) year options with 2% annual rent increases.
 - c. **Occupancy Permit.** The Tenant is responsible to obtain the occupancy permit for the Leased space.

4. **RENT.**
 - a. **Base Rent.** During the initial term of this Lease, Tenant shall pay Landlord, base rent in equal consecutive monthly installments, on or before the first day of each month. For the first Lease Year, said base rent shall be the sum of \$ 9,896.00 per month. The remaining Base Rent schedule for the term is detailed in Exhibit "C". Rent Commencement shall be four (4) months from the Commencement Date. If the Commencement Date is not the first day of the month the rent shall be prorated for the first month by dividing the total number of days and multiplying the daily rate by the number of days occupied.

shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law. The parties consent to exclusive jurisdiction of the courts located in the State of Wisconsin.

- l. Copies. More than one (1) copy of this Lease may be executed, and all parties agree and acknowledge that each executed copy shall be a duplicate original. A facsimile copy or photocopy of this Lease containing facsimile copies or photocopies of the signatures or initials of any party shall be binding.
- m. Tenant Improvement Allowance. The Landlord will offer a Tenant Improvement Allowance equal to \$160,000.00.

Tenant shall contract with Landlords general contractor. Upon proof of completion of work, the Landlord will pay the Tenant the allowance.

- n. Patio and Live Music. The Tenant will be allowed to have an outside patio and Live Music.
- o. Force Majeure. Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, orders, declarations or restrictions (including (a) any states of emergency and quarantines imposed by a governmental entity or agency, and (b) any government imposed shelter-in-place orders, stay at home orders and/or restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this Section 26(o) (collectively, the "Force Majeure") shall excuse the performance of payment of Base Rent of such party for a period equal to any such prevention, delay or stoppage. The Lease will then be amended to add on the time period of the delay or stoppage once such delay or stoppage concludes. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Any party claiming Force Majeure shall notify the other party in writing of such Force Majeure event and may not claim more than five (5) days of retroactive days of Force Majeure delay.

IN WITNESS WHEREOF, each party hereto has caused this Lease to be Executed by its duly authorized officers as of the day and year first above written.

LANDLORD:

JH JUNCTION, LLC

By: Jim Head Date: 7/28/2022
DocuSigned by: GA838E9D16ED427

GPH JUNCTION, LLC

By: Brian Owen Date: 7/26/2022
DocuSigned by: 65FA400BC922420

5256 ELMORE AVENUE, LLC

By: [Signature] Date: 7/29/2022
DocuSigned by: 46D9ED2979484A6

RL JUNCTION, LLC

By: [Signature] Date: 7/29/2022
DocuSigned by: 46D9ED2979484A6

MM JUNCTION, LLC

By: John McRoberts Date: 7/28/2022
DocuSigned by: AF451C3DFEE94E0

MCS JUNCTION, LLC

By: John McRoberts Date: 7/28/2022
DocuSigned by: AF451C3DFEE94E0

ME JUNCTION, LLC

By: [Signature] Date: 7/26/2022
DocuSigned by: 2ADFD36D795549F

ICP JUNCTION, LLC

By: [Signature] Date: 7/29/2022
DocuSigned by: 46D9ED2979484A6

DH JUNCTION, LLC

Date: 7/23/2022
By: Dan Hedrick Date: _____

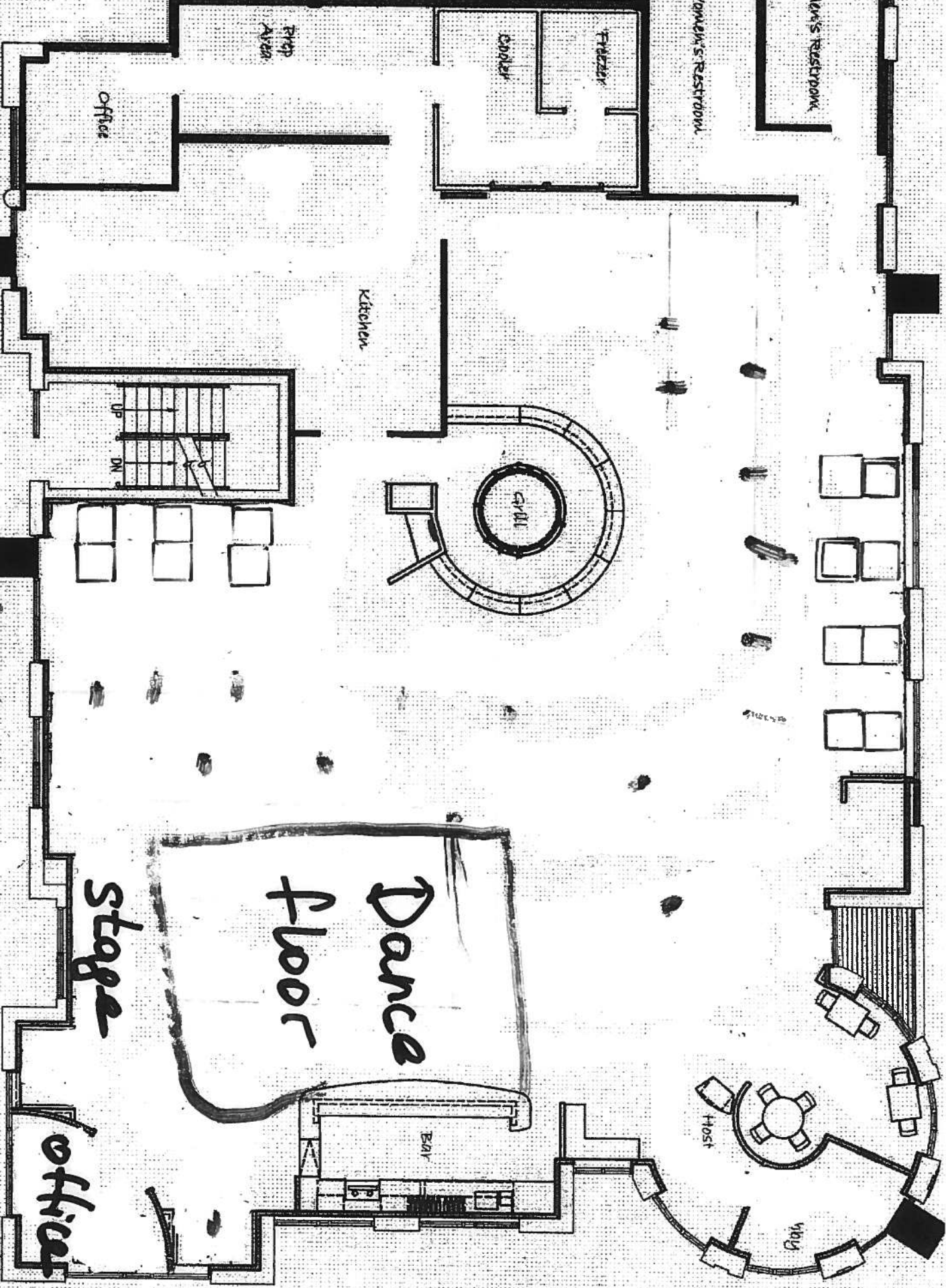
RGM JUNCTION, LLC

By: Mark Moore Date: 7/26/2022
DocuSigned by: E358882783FC47A

TENANT:

EMIN BUZHUNASHVILI, LLC

By: Emin Buzhunashvili Date: 7/23/2022
DocuSigned by: BD08D24FF83649E



(2)

AVOID

(1)

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