LEASE AGREEMENT

THIS AGREEMENT is made January 17th, 2024, between AIM 1 HOLDINGS, LLC ("Landlord"), and Mad Mart, Inc., a Wisconsin Corporation, (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 approximately 3,250 square feet commonly known as, Page Street Marketplace located at 965 North Page Street, Stoughton, Wisconsin 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. 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 but of which said rules and regulations can be changed by mutual agreement.

3. TERM.

   a. Initial Term. The initial term of this Lease will be five (5) years. The Landlord will give possession of the Premises on or before March 1, 2024. The Commencement Date is March 1, 2024 or sooner. The Rent Commencement Date is March 1. 2024.

   b. Option Term. The Tenant shall have the right to extend the Lease for five (5) one (1) year options with 2% annual rent increases. Tenant must give Landlord no less than 180 days prior written notice of its intent to renew.

   c. Occupancy Permit. The Tenant is responsible to obtain the occupancy permit for the Leased space.

4. RENT.

   a. Base Rent. During the first year of 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. The base rent for the first year shall be the sum of $2,700 per month. 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. Thereafter the Base Rent Schedule for the term is listed in Exhibit "B".

   b. Late Payment Charge. Any base rent, additional rent, or other sums due

hereunder received ten (10) days after the due date, shall be subject to a late charge of five percent (5%); in addition to any other remedies available to Landlord.

5. TAXES AND OPERATING EXPENSES.

a. Obligation for Payment of Taxes. Tenant shall be responsible for the entire share of all Taxes (as defined below). Tenant shall pay to Landlord each month, as additional rent, one-twelfth (1/12th) of the estimated annual Taxes (as defined below) applicable to the Premises, including without limitation any and all taxes, fees, assessments, impositions, including without limitation general real estate taxes, general and special assessments, impact fees and any other taxes or similar charges against the Premises or the property and building of which the Premises are a part, as well as any and all personal property taxes and assessments assessed, levied, confirmed, or imposed during the initial term or any renewal terms of this Lease, whether or not now customary, general or special, or within the contemplation of Landlord and Tenant which are upon, measured by, or reasonably attributable to the Premises or reasonably attributable to the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to the improvements is in Tenant or Landlord (collectively the "Taxes"). Tenant shall be solely responsible for the payment of, and shall pay as and when due, any and all taxes attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property, and all replacements, improvements, or additions to them, which are owned by Tenant and located on the Premises.

b. Obligation for Payment of Operating Expenses. Tenant shall be responsible for all Operating Expenses (as defined below). Tenant shall pay to Landlord each month, as additional rent, one-twelfth (1/12th) of the annual Operating Expenses (as defined below) applicable to the Premises which are not directly incurred by the Tenant. Operating Expenses shall refer to the aggregate of all expenses, costs, and disbursements of each and every kind and nature relating to or incurred or paid during any operating period in connection with the ownership, operation and maintenance of the Premises, and the land, building, equipment, fixtures and facilities used in connection therewith, including those items in the operation, maintenance and security thereof, including taxes, insurance and benefits relating thereto; the cost of all labor, supplies, materials and tools used in connection with the operation and maintenance thereof, including without limitation Landlord's obligations under **Section 14(a)** of this Lease; the cost of all utilities used in connection with the common areas thereof, including but not limited to the cost of water, sewer, gas, and electricity; the cost of all maintenance and service agreements; administrative and accounting fees; the cost of all insurance related thereto, including but not limited to casualty, rental abatement and liability insurance; and the cost of repairs, replacements,

refurbishing and restoration thereof.

c. Taxes and Operating Expenses for Period Other than Term. Tenant is required to pay the full share of such Taxes and Operating Expenses, which become due and payable during, or are applicable to, the initial term or renewal term of this Lease.

d. Other Impositions. Tenant will not be obligated to pay local, state, or federal net income taxes assessed against Landlord; local, state, or federal capital levy of Landlord; or sales, excise, franchise, gift, estate, succession, inheritance, or transfer taxes of Landlord.

e. Payment by Landlord. If estimated payments are made by Tenant, Landlord will cause the Taxes under paragraph 5 herein to be paid timely and will provide Tenant with a copy of the receipt or receipts documenting such timely payment within fifteen (15) days of each Tax under paragraph 5 herein becoming due and owing. Landlord shall further be liable for all interest and penalties accruing due to any failure of Landlord to use such estimated payments to timely pay the Taxes which are under paragraph 5 herein; provided, however, to the extent any Taxes are payable in installments, Landlord may, at its option, elect to pay the Tax (and any accrued interest on the unpaid balance of the Tax) in installments.

f. Final Settlement. Within ninety (90) days after the close of each calendar year or as soon after the ninety (90) days as practicable, Landlord will deliver to Tenant a statement of amounts payable under paragraph 5 herein, for the prior calendar year, prepared by certified public accountants designated by Landlord or prepared by Landlord and certified by one of its officers. The certified statement will be final and binding upon Landlord and Tenant. If the statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for the calendar year, the statement will be accompanied by a refund of the excess by Landlord to Tenant. If the statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for the calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of the statement.

6. UTILITIES. Tenant shall be responsible for all utilities upon possession which would include gas, electric, water and any required telecommunications.

7. INSURANCE.

a. Property Coverage. Landlord shall, as a part of the Operating Expenses, obtain and keep in force, during the initial term and any renewal term of this Lease, broad form, extended coverage insurance, on the Premises and the building and

improvements of which the Premises are a part in an amount not less than the replacement value of said buildings and improvements.

b. General Liability. Tenant shall, at its sole expense, obtain and keep in force during the initial term and any renewal term of this Lease commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including without limitation coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use, or occupancy of the Premises. The insurance will insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in **paragraph 21** herein.

c. Other Matters. All insurance required in paragraph 7 herein, and all renewals of it, will be issued by companies authorized to transact business in the State of Wisconsin and rated at least A Class A by Best's Insurance Reports (property liability). All insurance policies will expressly provide that the policies will not be canceled or altered without thirty (30) days prior written notice to Landlord and any lender, in the case of "special form" coverage insurance, and to Landlord, in the case of general liability insurance; and will, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under paragraph 7 herein by appropriate endorsements of its blanket insurance policies. All public liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry.

d. Additional Insureds and Loss Payees. All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) will name Landlord and Landlord's mortgagee(s) as additional insureds. All policies of property damage insurance insuring Landlord's interest in and to the Premises shall name Landlord and its mortgagee(s) as loss payees. Originals or copies of original policies required under paragraph 7 herein and evidence of the payment of all premiums of such policies will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days prior to the expiration of the term of each policy.

8. USE. The Premises will be used as Retail Liquor Store.

9. COMPLIANCE WITH LAWS. Tenant will not use or occupy, or permit any portion

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the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement or for any disreputable or illegal business or purpose. Tenant will comply at its sole cost and expense with any and all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the building in which the Premises are located.

10. ENVIRONMENTAL COMPLIANCE.

a. Tenant's Obligations. Tenant agrees to maintain the Premises in compliance with federal, state or local laws, ordinances or regulations including without limitation, those relating to zoning, building, occupational safety, soil and ground water conditions and other environmental matters, including without limitation air emissions, waste water discharge, and storm water runoff. Tenant shall not use, generate, manufacture, store or dispose of, on, under or about the Premises or transport to or from the Premises any flammable explosives, radioactive materials or "hazardous materials" as that term is defined in paragraph 10(b) herein. Tenant shall immediately advise Landlord in writing of (i) any and all enforcement, cleanup, removal, or other governmental or regulatory actions instituted, completed, or threatened relating to any "hazardous materials" affecting the Premises, including any contacts or notices with regard thereto received by Tenant, and (ii) Tenant's discovery of any occurrence or condition on the Premises or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability, or use under any "Hazardous Materials Laws."

b. Hazardous Materials. For purposes of this Lease, "hazardous materials" means:

1. "Hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. #9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. #1802, the Toxic Substances Control Act, and any and all state or local statutes, ordinances, rules, codes, or regulations of a similar nature, both as amended to this date and as amended after this date.

2. "Hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. #6902, et seq., as amended to this date and as amended after this date.

3. Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal,

state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability, or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to this date or as amended after this date.

c. Indemnification by Tenant. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord and Tenant at Tenant's sole cost), and hold Landlord harmless from and against any and all damages, liabilities, obligations, deficiencies, claims, actions, demands, judgments, interest, losses, diminution in value, costs and expenses, all of whatever kind or nature, incurred by Landlord in connection with any action, suit, proceeding, compromise, settlement, assessment, judgment, claim or liability associated with or resulting from any violation of Environmental Laws or from any environmental problems at the Premises caused by Tenant, which were came into existence during the initial term of any renewal term of this Lease.

d. Indemnification by Landlord. This indemnification is the personal obligation of Tenant and the guarantors, and will survive termination of this Lease. Tenant, its successors, and assigns waive, release, and agree not to make any claim or bring cost recovery action against Landlord under CERCLA, as that term is defined in subparagraph (b)(1) of this section, or any state equivalent or any similar law now existing or enacted after this date. To the extent that Landlord is strictly liable under any such law, regulation, ordinance or requirement, Tenant's obligation to Landlord under this indemnity will also be without regard to fault on the part of Tenant with respect to the violation or condition that results in liability to Landlord. Tenant is not responsible for acts by the Landlord.

e. Right to Perform Environmental Assessments. Landlord may, from time to time, cause environmental site assessments to be performed on and about the Premises, and Tenant hereby grants Landlord a license for such purpose. In the event any such assessment(s) disclose a violation of any provision of this Lease, Tenant covenants and agrees that it shall (i) immediately reimburse Landlord for the cost and expense associated with such assessment(s), and (ii) immediately take any and all necessary action at Tenant's cost and expense to comply with the provisions of this Lease; provided that if Tenant shall fail or refuse to take any such action, Landlord shall have the right but not the obligation to take such action on Tenant's behalf and to charge Tenant for the cost of the same as additional rent.

11. RIGHT TO CONTEST LAWS. Tenant will have the right to contest by appropriate proceedings diligently conducted in good faith in the name of Tenant, or, with the prior consent of Landlord, in the name of Landlord, or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation,

or legal requirement of any nature. If compliance with any law, ordinance, order, rule, regulation, or requirement may legally be delayed pending the prosecution of any proceeding, without incurring any lien, charge, or liability of any kind against the Premises, or Tenant's interest in the Premises, and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply, Tenant may delay compliance until the final determination of the proceeding. Even if a lien, charge, or liability may be incurred by reason of delay, Tenant may contest and delay, so long as (1) the contest or delay does not subject Landlord to criminal liability and (2) Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of any contest or delay. Landlord will not be required to join any proceedings referred to in paragraph 11 herein unless the provision of any applicable law, rule, or regulation at the time in effect requires that the proceedings be brought by or in the name of Landlord, or both. In that event Landlord will join the proceedings or permit them to be brought in its name if Tenant pays all related expenses.

12. ASSIGNMENTS. Tenant shall not, without the prior written approval of Landlord which approval may be withheld by Landlord in its sole discretion, assign this Lease, in whole or in part, or sublet the Premises, in whole or in part, provided that in the event of any such permitted assignment, Tenant shall be and remain fully and primarily liable for the performance of Tenant's obligations under this Lease, and no such assignment shall constitute a release or novation, nor shall any such assignment operate to relieve any guarantor from its obligations under any guaranty of this Lease. In conjunction with any such proposed assignment or subletting, Landlord shall have the right to request financial and other information from the Tenant, assignee or sublessee. If Landlord approves such assignment or subletting, Landlord agrees to execute such reasonable documents prepared and submitted by Tenant as may be reasonably necessary to effectuate the assignment of this Lease or sublease of the Premises as contemplated by paragraph 12 herein. Tenant shall pay to Landlord, as additional rent, Landlord's actual legal, accounting and other third-party fees and expenses incurred in connection with the proposed assignment or subletting.

13. SIGNS. Tenant shall have the right to erect signs on the Premises, subject to the prior approval of Landlord which shall not be unreasonably withheld. Said signs shall conform to state and local restrictions including location and size restrictions.

14. REPAIRS AND MAINTENANCE.

    a. Maintenance by Landlord. Landlord shall, at Landlord's expense, maintain and make all necessary repairs to structural/exterior elements, common areas, foundation, footings, slab, roof, exterior and load bearing walls of the building and will replace the HVAC if necessary and not due to the negligence of the Tenant. Landlord, however, shall not be obligated to

make any such repair made necessary by the fault or negligence of Tenant, its employees, agents, or invitees.

The maintenance and repair obligations contained in paragraph 14(a) herein shall be the sole maintenance and repair obligations of Landlord. The Premises shall be in good working condition at the Commencement Date.

15. MAINTENANCE BY TENANT. Tenant shall, at Tenant's expense, promptly and at all times during the initial term of this Lease and any renewal terms of this Lease, keep the premises in good working condition and as good repair as the same are in at the Commencement Date. Tenant shall, at Tenant's expense, keep the Premises in a clean, sanitary and tenantable condition and shall be responsible for maintenance and repair (including any and all necessary replacements) of the interior of Premises, as well as the maintenance, repair and maintenance of heating/cooling, ventilation, plumbing, electrical systems, and fencing and gates in and around the Premises, and replacement of glass in windows and doors. If Tenant does not make the necessary repairs or does not perform the necessary maintenance within thirty (30) days after receiving prior written notice from Landlord, then Landlord may, but shall not be required to, make such repairs and perform such maintenance, and charge the cost thereof to Tenant as additional rent. Tenant shall, at Tenant's expense, conform to all municipal ordinances and laws, rules, and regulations of the federal, state, and local governmental agencies relating to sanitation, fire, and matters of like nature, governing the maintenance and use of the Premises.

16. MECHANICS' LIENS. Tenant will pay or cause to be paid all cost and charges for work done by it or caused to be done by it, in or to the Premises, and for all materials furnished for or in connection with the work. Tenant will indemnify Landlord against and hold landlord harmless from all liabilities, claims, cost, and demands on account of the work done by or caused to be done by Tenant. If any lien is filed against the Premises, Tenant will cause the lien to be discharged of record within ten (10) days after it is filed. If Tenant desires to contest the lien, it will furnish to Landlord, within the ten- (10) days, security in the amount of one hundred fifty percent (150%) of the amount of the lien. If a final non-appealable judgment establishing the validity or existence of the lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which a lien has been filed, and does not give Landlord such security, Landlord may, at its option, pay the charge and related costs and interest, and the amount so paid, together with reasonable attorney's fees incurred in connection with it, will be immediately due from Tenant to Landlord as additional rent. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of same. At least fifteen (15) days prior to the commencement of any work

which costs in excess of Five Thousand and No Dollars ($5,000.00) including, without limitation, any maintenance, repairs, alterations, additions, improvements, or installations in or to the Premises by Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposes work. Landlord will have the right to post notices of non-responsibility or similar notices on the Premises in order to protect the Premises against liens.

17. ALTERATIONS. Without Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant shall not make any alterations to the Premises which:
    a. Cost more than Five Thousand and No/100ths Dollars ($5,000.00), including Labor and materials, in any single Lease Year.

    b. Change the general character of the Premises, or reduce the fair market value of the Premises below its fair market value prior to the alteration, addition, or improvement.

    c. Are made without due diligence, not in a good and workmanlike manner, and not in compliance with the laws, ordinances, orders, rules, regulations, certificates of occupancy, or other governmental requirements described in paragraph 9 herein.

18. END OF TERM. At the end of this Lease, Tenant will surrender the Premises in good order and working condition, free from Tenant's materials, supplies, debris or waste. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent, which consent shall not be unreasonably withheld, if removal of the trade fixtures or equipment will impair the structure of the building. Whether or not Tenant is then in default, Tenant will remove alterations, additions, improvements, trade fixtures, equipment, and furniture that Landlord has requested be removed in accordance with paragraph 16 herein. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them.

18. DAMAGE AND DESTRUCTION.
    a. Destruction of Premises. If, during the term of this Lease or any renewal thereof the Premises should be damaged or destroyed by reason of fire, casualty, or any other cause so as to be rendered wholly un-tenantable, or if

the Premises shall be partially damaged or destroyed so as to materially and substantially interfere with the day-to-day operation of Tenant's business, then Landlord may elect to either terminate this Lease as of the date of such damage of destruction by giving Tenant written notice of such termination, or to repair or rebuild. If the Premises shall be so damaged or destroyed, Landlord shall give Tenant written notice within thirty (30) days after the happening of the event causing the damage or destruction as to whether Landlord elects to terminate or to repair or rebuild. If Landlord elects to repair or rebuild the Premises, Landlord shall initiate and pursue the necessary work with all reasonable dispatch in a manner consistent with sound construction methods, it shall not be liable for delays or interruptions occasioned by strikes, casualties, critical materials in short supply, governmental regulations, or any other causes beyond Landlord's reasonable control. If Landlord elects to terminate this Lease, Tenant shall immediately surrender the Premises to Landlord and shall pay rental only to the time of such surrender.

b. Abatement of Rent. If the Premises are damaged or destroyed, the base rent and additional rent payable hereunder for the period during which such damage, repair or restoration continues shall not be abated for up to 180 days.

c. Termination - Advance Payments. Upon termination of this Lease pursuant to paragraph 18 herein, an equitable adjustment shall be made concerning any advance payments of base rent or additional rent made by Tenant to Landlord. Landlord shall, in addition, return to Tenant, any unused portion of Tenant's security deposit, less any uninsured losses or deductibles suffered by Landlord as the result of the damage or destruction.

19. CONDEMNATION.

a. Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises (even if the restorations described in paragraph 18(b)(4) herein were to be made) cannot be used by Tenant for the purposes for which they were used immediately before the taking, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (in either case the "ending date.") If this Lease ends according to paragraph 18 herein, prepaid rent will be appropriately prorated to the ending date.

b. Partial Taking. If, after a taking, so much of the Premises remains that the Premises can be used for substantially the same purposes for which they were used immediately before the taking:

1. This Lease will terminate effective as of the date of such taking as to that of the Premises which is taken.

2. Prepaid rent will be appropriately allocated to the part of the Premises which is taken and prorated to the date of taking.

3. Beginning on the day after the date of taking, rent for so much of the Premises as remains will be reduced in the proportion of the area of the Premises remaining after the taking to the area of the Premises before the taking.

4. At its cost, Landlord will restore so much of the Premises as remains to a sound architectural unit substantially suitable for the purposes for which it was used immediately before the taking, using good workmanship and new first-class materials.

c. Allocation of Award. In connection with any taking subject to paragraph 19 herein, Landlord shall be entitled to any and all awards made in connection with any taking; provided, however, Tenant may prosecute its own claim by separate proceedings against the condemning authority for damages legally due to it including, but not limited to, the loss of fixtures which Tenant was entitled to remove and moving expenses.

20. SUBORDINATION.

a. General. At Landlord's election, this Lease and Tenant's rights under this Lease may be made subject and subordinate to any first mortgage, first deed of trust, or other first lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises, any interest of Landlord in the Premises, or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that any such instrument expressly provided that this Lease is superior to it). This provision will be self-operative, and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, any documents as may be requested by Landlord, or any mortgagee, or any holder of a deed or trust or other instrument described in paragraph 20 herein, to confirm or effect the subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within ten (10) days after written demand, Landlord, its successors, and assigns will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's as attorney-in-fact. Tenant constitutes and irrevocably appoints

Landlord, its successors, and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in paragraph 20 herein.

b. Attornment. If any holder of any mortgage, indenture, deed of trust, or other similar instrument described in paragraph 19 herein succeeds to Landlord's interest in the Premises, Tenant will pay to it all rents subsequently payable under this Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become Tenant of, and attorn to, the successor in interest without change in this Lease. Upon request by the successor in interest and at the cost to Landlord or the successor in interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. The instrument of attornment will also provide that the successor in interest will not disturb Tenant in its use of the Premises in accordance with this Lease. If Tenant fails or refuses to execute, acknowledge, and deliver the instruments within twenty (20) days after written demand, the successor in interest will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's as attorney-in-fact.

21. LANDLORD'S ACCESS. Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and with 24-hour notice to enter during normal business hours (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lenders, (c) determine whether Tenant is complying with its obligations in this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs which Landlord elects to make. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenant's vaults, safes, and similar areas designed in writing by Tenant in advance) in the event of emergency. Landlord will have the right to use any means Landlord may deem proper to open doors in the Premises and to the Premises in an emergency, in order to enter the Premises.

22. INDEMNIFICATION. WAIVER AND RELEASE.

a. Indemnification. In addition to the obligations of Tenant set forth in paragraph 10(c) herein, Tenant will indemnify Landlord, its agents, and employees against, and hold Landlord, its agents, and employees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from:

1. The use or occupancy of the Premises by Tenant or any person claiming under Tenant.

2. Any activity, work, or thing done or permitted by Tenant in or about the Premises.

3. Any acts, omissions, or negligence of Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees, or visitors of Tenant or any person.

4. Any breach, violation, or nonperformance by Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees, or visitors of Tenant, or any person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind.

5. Except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises that is proximately caused by or results proximately from the gross negligence or intentional acts of Landlord or its employees, agents, contractors, invitees, or visitors, any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant.

b. Waiver and Release. Tenant waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft; act of God; public enemy; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from the Premises or into the Premises or from the street, subsurface, or from any other place, except for those items which are Landlord's responsibility or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control, all except for negligence of or intentional acts of those items which were caused by Landlord, it's employees, and agents.

23. SECURITY DEPOSIT.

a. Tenant will deposit one month's rent based on first year with Landlord as security for Tenant's payment of base rent and additional rent, and the timely and full performance of its other obligations under this Lease, and any renewals or extensions of this Lease.

b. If Tenant defaults in its payment of base rent or additional rent or performance of its other obligations under this Lease, Landlord may use all or part of the security deposit for the payment of rent or any other amount in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or for the payment to Landlord of any other loss or damage which Landlord may suffer by reason of Tenant's default. If Landlord so uses any portion of the security deposit, Tenant will restore the security deposit to its original amount within fifteen (15) days after written demand from Landlord. Landlord will not be required to keep the security deposit separate from its general funds. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages, or an advance payment of the rent. Landlord may deliver the security deposit to the purchaser of the Premises and be discharged from further liability with respect to it.

24. COVENANT OF QUIET ENJOYMENT. As long as Tenant pays the base rent and additional rent and otherwise performs all of its obligations in this Lease, and is not in default hereunder, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord, or by the holders of the mortgages described in paragraph 24 herein.

25. DEFAULT.

a. Events of Default. The following occurrences are "events of default":

1. Tenant fails to make any payment of base rent or additional rent, and such failure continues for five (5) days after the date due for payment;

2. Tenant vacates or abandons the Premises, or ceases to operate the Premises for the use as set forth in this Lease for a period of longer than ten (10) business days without the prior consent of Landlord, which consent shall not be unreasonably withheld;

3. Tenant breaches or fails to keep any of the other agreements, terms, Covenants, or conditions that this Lease requires Tenant to perform, and the breach or failure continues for a period of thirty (30) days after

notice by Landlord to Tenant.

b. Cure. If Tenant fails to pay when due amounts payable under this Lease or to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after ten (10) days written notice to Tenant (or, in case of an emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but will not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the greater of (i) the highest rate permitted by law, or (ii) four percent (4%) in excess of the prime rate from the date of Landlord's payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) will be payable by Tenant to Landlord on demand. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance, Landlord will not be limited to the amount of the unpaid insurance premium but will also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of the Premises occurring during any period for which Tenant has failed to provide the insurance.

c. Remedies. Upon the occurrence of an event of default and so long as such event of default shall be continuing, Landlord may at any time thereafter at its sole election: (a) terminate this Lease and/or Tenant's right of possession, but Tenant shall remain liable as hereinafter provided, and/or (b) pursue any and all other remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any other kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or to remove and store, all of Tenant's furniture, fixtures, and equipment at the Premises.

If Landlord terminates this Lease and Tenant's right of possession, Landlord may recover from Tenant the reasonable sum of all rent ant all other amounts accrued under this Lease to the date of such termination; of the cost of re-letting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and of the cost of removing and storing Tenant's or any other occupant's

property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new Tenant or Tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including attorneys and other professional fees and court costs.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be affected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof, and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

(d) Mitigation and Additional Remedy. In the event that Landlord terminates this Lease or Tenant's right of possession, Landlord shall use commercially reasonable efforts to relet the Premises; provided, however, (a) Landlord shall not be obligated to accept any Tenant proposed by Tenant, (b) Landlord shall have the right to Lease any other space controlled by Landlord first, (c) any proposed Tenant shall meet all of Landlord's reasonable leasing criteria, and (d) any proposed terms and rent shall be no more restrictive upon the proposed Tenant than those contained in this Lease for Tenant.

For the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable provided that the same are done in such a manner as not to alter the essential nature and use of the Premises. If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the Base Rent reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, any and all other sums due, or that would become due, under the Lease during the remainder

of the Term of the Lease, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such re-letting (after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of re-letting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and leasing commissions and the cost of collection of the rent accruing therefrom) to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file one or more suits to recover any sums falling due from time to time. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

26. MISCELLANEOUS.

a. Recordation. Neither this Lease nor a memorandum hereof may be recorded except with the prior approval of Landlord.

b. Holding Over. If Tenant remains in possession of the Premises after the end of the initial term of this Lease or any renewal term, Tenant will occupy the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of this Lease, provided that base rent during such holdover period shall be double the base rent in effect on the last day of then current Term or extension. In the event of such holdover without the express written approval of Landlord, Tenant shall be responsible for any and all damages of any kind, direct or consequential, foreseen or unforeseen, suffered by Landlord as the result of Tenant's holdover.

c. Estoppel Certificates. Within no more than ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord a certificate stating all of the following:

1. That this Lease is unmodified and in full force and effect, or, if this Lease is modified; the way in which it is modified accompanied by a copy of the modification agreement.

2. The date to which rental and other sums payable under this Lease have been paid.

3. That no notice has been received by Tenant of any default which has

not been cured, or, if the default has not been cured, what Tenant intends to do in order to affect the cure, and when it will do so.

4. That Tenant has accepted and occupied the Premises.

5. That Tenant has no claim or offset against Landlord, or, if it does, stating the date of the assignment and assignee (if known to Tenant).

6. Other matters as may be reasonably requested by Landlord.

Any certificate may be relied upon by any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Tenant, and if Tenant fails to object to its contents within ten (10) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver on Tenant's behalf any completed certificate to which Tenant does not object within ten (10) days after its receipt.

d. No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept the surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, or receipt from Landlord, of a lesser amount than the rent of other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of the rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are assigned or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, or occupant and apply the net amount collected to the rent reserved in this Lease. No collection will be deemed a waiver of the covenant in this Lease against assignment. The acceptance of the assignee, or occupant as Tenant; or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

e. Authority. If Tenant and/or Landlord signs this Lease as an entity, each of the persons executing this Lease on behalf of said entity warrants to the other party that said entity is a duly authorized and existing entity, that said entity is qualified to do business in the state in which the Premises are located, that said entity has full right and authority to enter into this Lease, and that each and every person signing on behalf of said entity is authorized to do so. Upon execution of this Lease, said entity(s) will provide evidence satisfactory to the other party confirming these representations.

f. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent of or partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent or any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

g. No Presumption. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being understood and agreed that both parties have participated in the preparation hereof.

h. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease will be written and will be deemed to have been give (1) when personally delivered or delivered by a nationally recognized overnight delivery service, (2) when served pursuant to the Federal Rules of Civil Procedure, or (3) on the third (3rd) day after it is deposited in any depository regularly maintained by the United States postal service, postage prepaid, certified mail, return receipt requested, addressed to:

Landlord: AIM 1 HOLDINGS, LLC
212 East Verona Avenue, Verona, WI 53593
Tenant: MAD MART, INC.
961 North Page Street, Stoughton, WI 53589

Any party may change its address or addressee by giving ten (10) days prior Notice according to this paragraph 27(i) herein. Any notice from Landlord to Tenant will be deemed to have been given if delivered to the Premises,

addressed to Tenant, whether or not Tenant has vacated or abandoned the Premises.

i. Attorney's Fees. If Landlord or Tenant take action to enforce any provision this lease or the subject matter of this Lease, the losing party will pay to the Prevailing party all costs and expenses, including without limitation reasonable attorneys' fees and court costs, incurred by the successful party. If, without fault, either Landlord or Tenant is made a party to any litigation or other formal or informal judicial or administrative proceeding instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with the litigation.

j. Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns. This Lease will inure to the benefit of, and will be binding upon. Tenant's successors and assigns so long as the succession or assignment is permitted by this Lease.

k. Governing Law. This Lease is entered into in the State of Wisconsin and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law.

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.

27. EXHIBITS.

Exhibit "A', Site/Tenant Plan of Premises.
Exhibit "B" Rent Schedule.

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: AIM 1 HOLDINGS, LLC

By: _____ Date: 01/17/2024
Anwar A Zaidi, Managing Member

TENANT: **MAD MART, INC.**

By: _____ Date: 01/17/2024

Exhibit “A”

SITE/TENANT PLAN OF PREMISE

Exhibit “B”

BASE RENT SCHEDULE

Year	Price/Sq. Ft.	Monthly	Annual
1	$10.00	$2,700.00	$32,400.00
2	$10.40	$2,754.00	$33,048.00
3	$10.61	$2,809.08	$33,708.96
4	$10.82	$2,865.26	$34,383.14
5	$11.04	$2,922.57	$35,070.80

Exhibit “C”

1. Tenant Improvements Completed by Landlord.

2. Shall deliver the building systems, HVAC, roof, structure and parking lot in good working order.

3. The Landlord will assure the Premises is State and Local code compliant.

4. Tenant is accepting the space in “AS IS” condition and will complete the required Tenant Improvements.