

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this “**Lease**”) made and entered into this 1<sup>st</sup> day of April, 2025 (the “**Effective Date**”), by and between **Rebuild Metro EBMT 2, LLC**, a Maryland limited liability company (the “**Landlord**”) and **Sweet Tea and Cornbread**, a Sole Proprietorship/ LLC (the “**Tenant**”).

### WITNESSETH:

**WHEREAS**, Landlord is the owner of the building (the “**Building**”), located at (a) **1301 N. Broadway, Baltimore, Maryland 21213** (the “**Property**”). Landlord does hereby lease unto Tenant and Tenant does hereby rent from Landlord [Suite Number C / the approximately 930 square foot rentable area located in the first (1<sup>st</sup>) floor of the Building] (the “**Premises**”), as shown on Exhibit A attached hereto, on the terms and conditions as contained herein.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. **TERM.**

1.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises together with any and all appurtenances thereto, for a term of **twenty-four (24)** months, such term beginning on the Commencement Date of May 1<sup>st</sup>, 2025 (the “**Initial Term**”). The “**Commencement Date**” shall be the Effective Date, and Landlord shall deliver possession of the Premises to Tenant on such Commencement Date. Beginning on the Commencement Date, but subject to the next sentence below, each respective period of twelve (12) successive calendar months during the Lease Term (as defined below) or any renewals thereof commencing with the first full calendar month during the Lease Term shall be hereinafter referred to as the “**Lease Year**”. Landlord and Tenant further agree that if the Commencement Date is not the first day of a calendar month, then, notwithstanding anything contained in this Lease to the contrary (a) the first Lease Year shall be extended to be the stub period in the month containing the Commencement Date and the additional first full twelve (12) full calendar months thereafter, and (b) each succeeding Lease Year after the first Lease Year shall begin on the anniversary of the first Lease Year, and continue for twelve (12) months thereafter. Notwithstanding the above, if for any reason possession of the Premises is not given to Tenant concurrently with the occurrence of the Effective Date, the Commencement Date shall be deemed to be the date after this Lease has been fully executed by Landlord and Tenant, Landlord has completed any obligations it is obligated to complete prior to delivery of possession of the Premises, and possession is tendered by Landlord to Tenant. Provided the Initial Term of this Lease has not been earlier terminated for any reason, the Initial Term shall expire on May 1<sup>st</sup>, 2026.

1.2 It is agreed that the Tenant shall have the option of renewing this Lease for **four (4)** additional terms of **one (1)** year(s) each under the same terms and conditions contained in this Lease so long as Tenant is not in default of the Lease beyond applicable notice and cure periods with Minimum Rent increasing by **5%** per year for each year of a renewal term. Notice of election to exercise any renewal option must be given to Landlord in writing at least one hundred eighty (180) days prior to the expiration of the then current term of this Lease.

2. **RENT.**

2.1 Tenant shall pay to Landlord during the Lease Term “**Minimum Rent**” as set forth below:

| <b>Lease Years</b> | <b>Minimum Rent (Annual)</b> | <b>Monthly Installment</b> |
|--------------------|------------------------------|----------------------------|
| 1                  | \$16,800                     | \$1400                     |
| 2                  | \$17,640                     | \$1470                     |
| 3                  | \$17,688                     | \$1473                     |
| 4                  | \$17,700                     | \$1475                     |
| 5                  | \$17,724                     | \$1477                     |

Minimum Rent shall be payable in equal monthly installments (“**Minimum Monthly Rent**”) as set forth above, without any deductions or set-offs, and without demand, in advance on the first (1<sup>st</sup>) day of each and every month for which payment is due. The first month’s rent shall be payable simultaneously with Tenant’s execution and delivery of this Lease, together with a security deposit in the amount of the first month’s rent (the “**Security Deposit**”), which Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease, and which may be used by Landlord for the following purposes: (i) to remedy any Default or non-compliance by Tenant under the terms of this Lease, (ii) to repair any damage to the Premises caused by Tenant, and/or (iii) to cover any unpaid rent or other charges owed by Tenant upon termination of this Lease. Upon the expiration or earlier termination of this Lease, and provided Tenant has fully complied with all terms of this Lease, as determined by Landlord in its sole discretion, and provided Landlord has been provided with a valid forwarding address, the Security Deposit, less any deductions for damages, unpaid rent, or other charges owed, shall be returned to the Tenant within forty-five (45) days from the Lease termination date. For the avoidance of doubt, the parties hereby acknowledge and agree that the Security Deposit is not to be, and is not intended to be, used as the final Minimum Rent payment due hereunder. [Notwithstanding the above, the Minimum Monthly Rent for the [first] month of the Initial Term only will be abated. Abatement of the [first] month of Minimum Monthly Rent will have no impact on Tenant’s obligations to pay all other amounts owed hereunder during such period, including but not limited to any and all additional rent owed hereunder.]

2.2 For the purposes of this Section 2, the term “**Building**” shall be deemed to include the site upon which the Building is constructed (which site is sometimes referred to herein as the “**Land**”).

2.3 Commencing on the Commencement Date, Tenant shall be solely and directly responsible for the payment of all operating expenses associated with the Premises, including without limitation, all costs and expenses relating to or arising from utilities, maintenance costs, repairs, and any other costs necessary for the operation and maintenance of the Premises in a first-class manner (including, without limitation, snow and ice removal). Tenant agrees to pay all operating expenses directly to the respective providers, suppliers or other third parties, as applicable. If, for any reason, one or more of the utilities are not separately metered or submetered, and/or Landlord is billed directly for any utilities provided to Tenant, Landlord shall establish Tenant’s monthly share of any such utilities on a pro rata basis or another reasonable basis determined by Landlord if a pro rata basis would not accurately reflect the actual usage amounts, and Tenant shall pay Landlord as additional rent for all such amounts concurrently with its payment of Minimum Monthly Rent.

2.4 Upon any reassessment of the Property attributable to the commercial use of the Premises during the Term of the Lease, as determined by Landlord, Tenant acknowledges and agrees that it shall be responsible for 2 percent (2%) of such increase in Real Estate Taxes resulting from such reassessment and shall pay the same to Landlord within thirty (30) days of Landlord's request for such payment. For purposes hereof, "Real Estate Taxes" shall mean (1) all real estate taxes, vault and/or public space rentals, business district or arena taxes, front foot assessments, special district assessments, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are imposed upon Landlord or assessed against the Building or the Land or Landlord's personal property used in connection therewith, (2) any other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) expenses (including, without limitation, attorneys' and consultants' fees and court costs) incurred in reviewing, protesting or seeking a reduction of real estate taxes, whether or not such protest or reduction is ultimately successful.

2.5 If Tenant's payment obligations hereunder commence or expire on a day other than the first day or the last day of a calendar year, respectively, then Tenant's liabilities pursuant to this Section 2 for such calendar year shall be prorated as applicable.

3. **USE OF PREMISES.** Tenant hereby agrees to accept the Premises as of the Commencement Date in its then "AS IS" condition. The Premises shall be used and occupied by Tenant for the operating of a Tea Bar Cafe, which business shall be operated in a first-class manner, and for no other purpose whatsoever ("**Permitted Use**"). Tenant may not change or alter the Permitted Use without the Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Tenant expressly acknowledges and agrees that while the Permitted Use must comply with the applicable zoning requirements and other Laws, other uses allowed by the applicable zoning requirements and other Laws applicable to the Property and Premises are NOT permitted under this Lease, as only the Permitted Use is allowed. Tenant shall not permit any person other than Tenant to use the Premises without the written consent of the Landlord, which consent may be withheld in Landlord's sole discretion. Tenant agrees to abide by the terms of all instruments of record affecting the Premises and shall not use any part of the Premises for any use that violates any instrument or any Laws. Tenant shall also comply with all statutes, codes, regulations, ordinances and other legal requirements (collectively, "**Laws**"), as well as any rules and regulations of Landlord, relating to the use of the Premises for the Permitted Use. See Exhibit D attached hereto for a list of prohibited uses applicable to the Premises. Nothing in Exhibit D is intended to expand the Permitted Use definitions or allow any additional use.

4. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Building, the Premises and all related improvements, and acknowledges and agrees that each of the same are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Landlord shall not be obligated to make any tenant improvements or repairs, or provide any tenant allowance, unless otherwise set forth on Schedule 1 attached hereto.

**TENANT SHALL NOT INSTALL OR ERECT ANY SIGNS, ADVERTISEMENTS OR OTHER VISUAL DISPLAYS AT, ON OR IN THE PREMISES THAT ARE VISIBLE FROM THE EXTERIOR THEREOF WITHOUT THE PRIOR WRITTEN APPROVAL OF LANDLORD. LANDLORD MAY REMOVE, AT TENANT'S COST AND EXPENSE, ANY SIGNS OR DISPLAYS THAT ARE OBJECTIONABLE TO LANDLORD OR TO OTHER TENANTS OR THEIR CUSTOMERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT TENANT SHALL BE PERMITTED TO INSTALL, AT ITS SOLE EXPENSE, THE SIGNAGE DEPICTED ON EXHIBIT C ATTACHED HERETO.**

5. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Lease, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. Notwithstanding any assignment, sub-letting, or licensing, Tenant will remain liable for the payment of Minimum Rent and additional rent, and the performance of all terms and conditions of this Lease both before and after any such assignment, sub-letting or licensing. An assignment, sub-letting or licensing without the prior written consent of Landlord or an assignment, sub-letting or licensing by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

6. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. Further, Tenant shall, in its use of the Premises, comply at all times with all environmental and hazardous materials laws, orders, codes and regulations (collectively, "**Environmental Laws**"), including, without limitation, all Laws relating to underground tanks, pesticides, animal excrement and hazardous materials and substances. Tenant shall secure all permits and approvals for activities at the Premises required by Environmental Laws. Tenant shall indemnify, defend, and hold harmless for any costs of clean-up, restoration or remediation, and for all penalties, fines and judgments incurred by Landlord as a result of Tenant's acts. Tenant hereby acknowledges and agrees that there are residential tenants in the Building living above the Premises.

7. **ALTERATIONS AND IMPROVEMENTS.**

7.1 **APPROVAL OF THE LANDLORD SHALL BE REQUIRED BEFORE TENANT MAKES ANY ALTERATIONS, CHANGES, AND/OR IMPROVEMENTS TO THE PREMISES, WHICH APPROVAL MAY BE WITHHELD IN LANDLORD'S SOLE AND ABSOLUTE DISCRETION, AND WHICH APPROVAL, IF GRANTED, SHALL NOT BE, AND SHALL NOT BE DEEMED TO BE, APPROVAL OF THE SAME FOR PURPOSES OF THE TECHNICAL SUFFICIENCY OF THE PROPOSED ALTERATIONS, CHANGES AND/OR IMPROVEMENTS, AND PROVIDED FURTHER, THAT NOTWITHSTANDING ANY SUCH APPROVAL, LANDLORD SHALL BEAR NO RESPONSIBILITY, OBLIGATION, LIABILITY, COST OR EXPENSE IN CONNECTION WITH SUCH ALTERATIONS, CHANGES, AND/OR IMPROVEMENTS.** Tenant shall comply with all Laws in making any alterations, changes and/or improvements to the Premises. Any alterations, changes and/or improvements to the Premises shall be made at Tenant's sole cost and expense. Any and all alterations, changes, and/or improvements made to the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Landlord hereby reserves the right to require Tenant, upon termination of the Lease, to restore the Premises to its original condition, as on the Commencement Date.

7.2 Notwithstanding anything herein to the contrary, Tenant, at its sole cost and expense, shall be permitted to construct and complete certain improvements as described on Exhibit B attached hereto (the "**Tenant Improvements**"). Tenant shall, after its receipt of all permits necessary for the construction of the Tenant Improvements in accordance with the Tenant's final plans as approved by Landlord (the "**Final Plans**"), cause a contractor licensed in the State of Maryland and approved by Landlord (the "**Contractor**"), to construct the Tenant Improvements in accordance with the Tenant's Final Plans. Prior to the commencement of any work, Tenant and Tenant's Contractor shall have (i) obtained insurance policies as may be required by Landlord, including without limitation builder's risk,

liability, and workers' compensation, with coverages in amounts as may be required by Landlord, and (ii) provided documentation to Landlord evidencing the same. Once commenced, Tenant shall, and Tenant shall cause the Contractor to, diligently pursue the construction of the Tenant Improvements in accordance with the Tenant's Final Plans and to continue such construction to the point of completion and issuance of a final certificate of occupancy and all permits Tenant needs to operate its Permitted Use, copies of which shall be provided to Landlord as soon as are available. Completion of the Tenant Improvements shall be performed at Tenant's risk and (a) in a first-class workmanlike manner, (b) in accordance with the Tenant's Final Plans, (c) in accordance with all applicable laws and regulations including, without limitation, the ADA, and (d) in accordance with the requirements of any mortgagee, as applicable. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, damages, liabilities or losses arising from or relating to the Tenant Improvements, excepting only such claims, damages, liabilities or losses to the extent resulting from the grossly negligent or willful acts or omissions of Landlord.

7.3 Tenant acknowledges and agrees that, at no point during the construction of any improvements or alterations as contemplated herein, shall Tenant, Tenant's Contractor, or their respective agents, block or restrict access to any entrances of the Building, or otherwise interfere with the residential tenants' use and enjoyment of the Building or their respective leased premises. Further, Tenant acknowledges and agrees that Tenant and Tenant's Contractor shall not be permitted to perform any work outside of the hours of (i) 8:00 am EST to 5:00 pm EST Monday through Friday, and (ii) 8:00 pm EST to 2:00 pm EST on Saturdays. During all such construction and upon the completion of the same, Tenant shall be responsible for removing, or causing the removal of, all trash and debris, and cleaning the site each day; provided further, Tenant acknowledges and agrees that neither Tenant, Tenant's Contractor, nor their respective agents shall be permitted to use the residential waste bins intended for the benefit of residential tenants.

7.4 Notwithstanding the above, Landlord and Tenant may mutually agree that Landlord will construct the Tenant Improvements on Tenant's behalf **[and at Tenant's cost]**. In such event, Landlord shall prepare a Tenant Improvement budget ("the **"TI Budget"**") for the construction of the Tenant Improvements based on plans and specifications prepared by Landlord ("**Tenant Improvements Plans and Specs**"). The TI Budget will provide for a project management fee payable to Landlord of four percent (4%) of the total costs for the Tenant Improvements. Tenant will be provided an opportunity of five (5) business days to review the TI Budget and Tenant Improvements Plans and Specs (the "**Tenant Review Period**") and provide its comments to and approval of the TI Budget and the Tenant Improvements Plans and Specs. If Tenant fails to provide any comments or its approval within the Tenant Review Period, Tenant shall have been deemed to have approved the TI Budget and the Tenant Improvements Plans and Specs as presented by Landlord. If Tenant provides any comments to the TI Budget and/or the Tenant Improvements Plans and Specs during the Tenant Review Period, Landlord will use commercially reasonable efforts to modify and value engineer the TI Budget and the Tenant Improvements Plans and Specs to address the Tenant's comments. If Landlord and Tenant are unable to timely agree on the TI Budget and the Tenant Improvements Plans and Specs or in Tenant's case, deemed to have agreed per the above requirements, Landlord and Tenant may promptly terminate this Lease. Once Landlord commences construction of the Tenant Improvements, neither party may terminate this Lease because of the TI Budget or Tenant Improvements Plans and Specs. As additional rent owed hereunder, Landlord will bill Tenant for the costs of the Tenant Improvements per the TI Budget, inclusive of the Landlord's project management fee, and Tenant Improvements Plans and Specs. Failure by Tenant to pay any such amounts to Landlord within fifteen (15) days shall constitute a default by Tenant pursuant to Section 15 of this Lease.

8. **MAINTENANCE AND REPAIR OF PREMISES.** Tenant shall, at its sole cost and expense, maintain and keep in good order and repair, and in accordance with all Laws, the Premises.

Additionally, Tenant covenants that it shall not move, modify or effect any lines, improvements, systems and machinery for water, gas, electricity, or other utilities, serving any residential tenants without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. If Tenant fails to comply with its obligations under this Section 8, Landlord, after fifteen (15) days' notice (except that no notice shall be required in an emergency), may perform all maintenance and repairs, in which event Tenant shall reimburse Landlord for all of its expenses, as additional rent, within ten (10) days of demand by Landlord, such reimbursement to include an administrative fee of ten percent (10%), plus interest on all expenditures at ten percent (10%) per annum from the date of Landlord's demand for payment through the date that Landlord is paid (collectively, "**Default Fees and Interest**").

Tenant shall be responsible for keeping the Premises, and surrounding area used by it for any purpose, including but not limited to refuse and recycling areas, clean and free from vermin or other pests. Tenant shall engage professional pest control services, at its' own expense, on a regular basis. At Landlord's option and request, Tenant shall provide copies of all pest control invoices and reports to Landlord.

Landlord shall keep the roof and external walls of the Building (expressly excluding, any lines, improvements, systems and machinery for water, gas, and electricity owned and maintained by any public utility company or governmental agency or body) in good order and repair consistent with the operation of buildings in the surrounding area. Landlord, at its expense (subject to the other provisions of this Lease), shall make all repairs and replacements necessary to comply with its obligations set forth in the immediately preceding sentence, except for (a) repairs required to be made by Tenant as otherwise provided herein, and (b) notwithstanding anything herein to the contrary, repairs caused by the negligence or willful misconduct of Tenant, its agents, employees, invitees and guests, which repairs shall be made by Landlord at the cost of Tenant, and for which Tenant shall pay promptly, as additional rent, upon receipt of an invoice setting forth the cost of such repairs. Notwithstanding anything contained herein to the contrary, Tenant shall also be responsible for replacement of all HVAC systems serving the Premises. There shall be no abatement in rents due and payable hereunder and no liability on the part of Landlord by reason of any inconvenience or annoyance arising from Landlord's making repairs, additions or improvements to the Building in accordance with its obligations hereunder.

9. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, and also for the purposes of making any repairs, additions or alterations that Tenant fails to make or that are deemed appropriate by Landlord for the preservation of the Premises or the Building, including as relating to the residential units. Landlord and its agents shall further have the right to exhibit the Premises and to erect signs on the Premises at any time within ninety (90) days before the expiration of this Lease.

10. **SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATE.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances. Tenant hereby agrees to attorn to any Lender (as defined below) to recognize them as landlord under this Lease, and further agrees to execute any documents reasonably required by any such Lender to evidence such attornment. The provisions of this Section shall be self-operative and no further instrument of subordination shall be necessary. However, the Tenant, promptly upon the request of Landlord or the mortgagee under any such mortgage or any trustee or beneficiary under any such deed of trust (in any event, the "**Lender**"), shall execute, acknowledge and

deliver such further instrument of subordination, in recordable form, as such mortgagee, trustee or beneficiary may require.

At any time and from time to time, upon not less than seven (7) days' prior written notice, Tenant and each permitted subtenant, assignee, licensee or concessionaire or occupant of Tenant shall execute, acknowledge and deliver to Landlord and/or any other person or entity designated by Landlord, including, but not limited to, a Lender, a written statement certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which the rent and any other charges have been paid; (c) whether or not Landlord is in default in the performance of any obligation, and if so, specifying the nature of such default; (d) the address to which notices to Tenant are to be sent; (e) that this Lease is subject and subordinate to all Mortgages encumbering the Building or the Land; (f) that Tenant has accepted the Premises and that all work thereto has been completed (or if such work has not been completed, specifying the incomplete work); and (g) such other matters as Landlord or any Lender may reasonably request. Any such statement may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, any Lender or any other person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements and that Tenant's failure to deliver timely such statements may cause substantial damages resulting from, for example, delays in obtaining financing secured by the Building. Tenant shall be liable for all such damages. If any such statement is not delivered timely by Tenant, then all matters contained in such statement shall be deemed true and accurate and Tenant shall pay five hundred dollars (\$500.00) per day for each day that Tenant fails timely to deliver any such statement.

11. **SURRENDER OF PREMISES; HOLDOVER RENT.** Upon the expiration of the Lease Term, Tenant shall surrender the Premises in as good a state and condition as it were at the commencement of this Lease, normal wear and tear excepted. If the Tenant holds possession of the Premises after termination of the Lease, Tenant shall become a tenant from month to month at an amount equal to 150% the monthly rental payable in the last month of the immediately preceding expired Lease Term, and upon all other terms herein specified. Nothing contained in this Lease shall be construed to be consent by the Landlord to the occupancy or possession by the Tenant after termination of the Lease.

12. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or to personal property, goods or equipment, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. From and after the Commencement Date, Tenant is required to obtain their liability, casualty and other insurance (including, but not limited to, business income insurance / business interruption insurance, workers' compensation insurance, business personal property insurance and insurance for property damage for fixtures, equipment and alterations) naming Landlord as an additional insured, all in form, amounts and with a company reasonably satisfactory to Landlord, failing which, Landlord may, but shall not be obligated to, after ten (10) days' notice to Tenant, procure all such insurance on Tenant's behalf. Tenant shall reimburse Landlord within ten (10) days of demand, together with Default Fees and Interest.

13. **CASUALTY.**

13.1 If the Premises are damaged by fire or other casualty during the Term, then the following shall apply:

(a) Landlord shall restore the Premises with reasonable promptness, taking into account the time required by Landlord to effect a settlement with, and to procure any insurance proceeds from, any insurer against such casualty, to substantially the same condition as existed

immediately before such casualty. Landlord may temporarily enter and possess any or all of the Premises for such purpose. Landlord shall not be obligated to repair or restore any fixture, improvement, alteration, furniture or other property owned or installed by Tenant, except alterations or improvements for which insurance proceeds are specifically made available under policies obtained hereunder.

(b) The times for commencement and completion of any such restoration shall be extended for the period of any delay due to force majeure, as determined by Landlord. If Landlord does not undertake to restore the Premises within ninety (90) days from the date of the casualty, or Landlord undertakes to restore the Premises and such restoration is not substantially completed within two hundred seventy (270) days plus the period of any extension for force majeure as aforesaid, then Tenant may terminate this Lease by giving written notice thereof to Landlord within thirty (30) days thereafter.

13.2 Notwithstanding Section 13.1 hereof, the following shall apply:

(a) Landlord may terminate this Lease, by giving written notice thereof to Tenant within ninety (90) days after the fire or other casualty (1) if the Building is so damaged thereby that the Building is rendered substantially unfit for occupancy and cannot reasonably be restored within two hundred seventy (270) days, as reasonably determined by Landlord, (2) if the cost to repair the Building is in excess of insurance proceeds received by Landlord, (3) if any mortgagee requires that any or all of the insurance proceeds issued on account of such damage be used to retire all of the debt secured by its mortgage, or (4) if the fire or other casualty occurs during the last Lease Year of the Term.

(b) If Landlord terminates this Lease under paragraph (a) of this Section, then (1) Tenant shall pay to Landlord the Rent payable by Tenant hereunder through the date of the fire or other casualty, (2) Landlord shall repay to Tenant any and all prepaid Rent for periods after such fire or other casualty, and (3) Landlord may enter upon and repossess the Premises without further notice.

13.3 Additionally and notwithstanding Section 13.1, if any such damage to the Premises or the Building is caused by or results from the negligent or intentional act or omission of Tenant or any of its employees, contractors, agents, invitees or licensees, then Tenant shall pay to Landlord, upon demand and as additional rent, the cost of (1) any repairs and restoration made or to be made as a result of such damage, or (2) if Landlord elects not to restore the Premises or the Building, as the case may be, all damages and losses that Landlord incurs as a result of such damage.

14. **CONDEMNATION.**

14.1 If any or all of the Premises are taken by the exercise of any power of eminent domain or are conveyed to or at the direction of any governmental entity under a threat of any such taking (a "**Condemnation**"), Landlord shall be entitled to collect, from the condemning authority, the entire amount of any award or consideration for such taking or conveyance, without deduction therefrom for any leasehold interest held by Tenant under this Lease. Landlord shall be entitled to conduct any Condemnation proceeding and any settlement connected therewith free of interference by Tenant; Tenant waives any right that it may otherwise have to participate therein. However, Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs it incurs as a result of the Condemnation, so long as such separate award in no way diminishes or reduces any award or payment which Landlord would otherwise receive as a result of the Condemnation.

14.2 The following provisions of this Section shall apply if (a) all of the Premises are covered by a Condemnation; or (b) any portion of the Premises is covered by a Condemnation and the remainder is insufficient for the reasonable operation of Tenant's business. If any of the events described

in the immediately preceding sentence shall occur during the Term, then the Term shall terminate on the date possession of the property covered by such Condemnation is taken by the condemning authority, and all rent due hereunder shall be apportioned and paid to such date. If there is a Condemnation and the Term does not terminate pursuant to the foregoing provisions of this Section, then the operation and effect of this Lease shall be unaffected by such Condemnation, except that the Minimum Rent shall be reduced in proportion to the square footage of floor area (if any) of the Premises taken or conveyed by reason of such Condemnation.

14.3 If there is a Condemnation, Landlord shall have no liability to Tenant on account of any (a) interruption of, or interference with Tenant's business upon the Premises, (b) diminution of Tenant's ability to use the Premises, or (c) other injury or damage sustained by Tenant as a result of such Condemnation.

## 15. EVENTS OF DEFAULT.

15.1 Each of the following shall constitute an "**Event of Default**": (a) Tenant's failure to make when due any payment of the Minimum Rent, additional rent or other sum; (b) Tenant's failure to perform or observe any covenant or condition of this Lease not otherwise specifically described in this Section 15.1, which failure continues for thirty (30) days after Landlord delivers written notice thereof to Tenant, or such shorter period as is appropriate if such failure can be cured in a shorter period; provided, however, that such cure period shall not be applicable if in Landlord's reasonable discretion, such failure raises a life/safety issue with respect to the Building or its occupants or visitors, including but not limited to, a threat of personal injury or continuing physical injury to the Building, or if such failure is materially affecting another tenant's use or occupancy of the Building or its premises; (c) Tenant's abandonment of the Premises; (d) Tenant or any guarantor of this Lease (1) applies for or consents to the appointment of a receiver, trustee or liquidator of Tenant or such guarantor or of all or a substantial part of the assets of Tenant or such guarantor; (2) is subject to a petition in bankruptcy or admits in writing its inability to pay its debts as they come due; (3) makes an assignment for the benefit of its creditors; (4) files a petition or an answer seeking a reorganization or an arrangement with creditors or otherwise seeks to take advantage of any insolvency law as to its own indebtedness or obligations; (5) performs any other act of bankruptcy; or (6) files an answer admitting the material allegations of a petition filed against Tenant or such guarantor in any bankruptcy, reorganization or insolvency proceeding; (e) Tenant's dissolution or liquidation; (f) any violation of any Environmental Laws; or (g) any sub-letting, assignment, transfer, mortgage or other encumbrance of the Premises or this Lease not permitted by Section 5.

15.2 In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

(a) To distraint for any Minimum Rent, additional rent and any other sum in default; and

(b) To declare this Lease terminated and enter the Premises, and in such event Landlord shall have the benefit of all provisions of law now or hereafter in force respecting the speedy recovery of possession from Tenant's holding over or proceedings in forcible entry and detainer.

(c) To recover as damages, (i) all Minimum Rent, all additional rent, and all other sums payable by Tenant under this Lease, plus, (ii) all costs relating to the time and expense necessary to obtain a replacement tenant or tenants, plus (iii) the expenses relating to recovery of the Premises, preparation for reletting and for reletting itself, plus (iv) the cost of performing any other covenants which would have otherwise been performed by Tenant.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any amounts due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

The failure of Landlord to seek redress for violation of, or to insist on the strict performance of, any covenant of this Lease or any of the rules and regulations in effect from time to time, shall not be, and shall not be deemed to be, a waiver of any such violation or default. The receipt by Landlord of any Minimum Rent and/or additional rent with knowledge of any default hereunder shall not be deemed a waiver of such default.

16. **PERSONAL PROPERTY.** All personal property placed in or on the Premises or any place appurtenant thereto shall be at the sole risk of Tenant or the parties owning the same, and Landlord shall in no event be liable for the loss of or damage to such property or for any act of negligence of any other person whomsoever in or about the Premises. Tenant hereby acknowledges that it is the responsibility of Tenant to maintain adequate insurance on personal property of Tenant placed on, in or about the Premises.

17. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rent and/or additional rent or gaining possession of the Premises, Tenant shall pay all expenses so incurred, including attorneys' fees, plus Default Fees and Interest. Tenant shall be liable for such attorney's fees whether or not Landlord institutes legal proceedings.

18. **RECORDING OF LEASE.** Tenant shall not record this Lease in the Land Records of the State of Maryland nor in any other public records of any public office. In the event that Tenant shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law, in equity and/or as otherwise set forth in this Lease, including, but not limited to, the reimbursement of any recordation or transfer taxes.

19. **GOVERNING LAW.** This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

20. **SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

22. **NON-WAIVER.** The failure of Landlord to require strict performance by Tenant of any provision of this Lease is not a waiver of any future breach of the same or any other provision herein. Landlord's acceptance of rent is not a waiver of any breach by Tenant.

23. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

24. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States via overnight or certified mail, return receipt requested, addressed as follows: (i) if to Landlord to: 1129 N. Caroline Street, Baltimore, Maryland 21213, Attn: **Property Manager**, with a copy to Rosenberg Martin Greenberg LLP, 25 S. Charles Street, 21<sup>st</sup> Floor, Baltimore, Maryland 21201, Attn: Kelvin Antill, Esq., and (ii) if to Tenant: at the Premises. Notwithstanding the foregoing, Landlord and Tenant may update their respective notice address by delivery of written notice, including such party's updated notice address, to the other party at the location and in the manner set forth herein.

25. **LIABILITY OF LANDLORD.** Landlord shall not be liable for any damage or loss to person or property caused by other tenants, if any, or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes of any nature. Additionally, Landlord's liability hereunder shall be limited to its interest in the Property. In no event shall Landlord's members, officers, directors, employees, or agents have any personal liability arising hereunder or relating hereto.

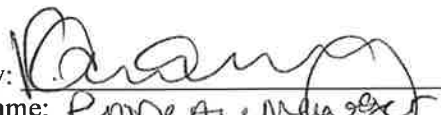
26. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Lease. This Lease may be executed and signatures transmitted by facsimile or electronic transmission by .pdf or DocuSign.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement under seal as of the day and year first above written.

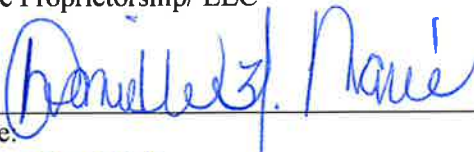
**LANDLORD:**

**ReBuild Metro EBMT 2, LLC,**  
a Maryland limited liability company

By:   
Name: Property Manager  
Title: Vanessa Green

**TENANT:**

**Sweet Tea and Cornbread,**  
a Sole Proprietorship/ LLC

By:   
Name: Danielle  
Title: Owner

**Schedule 1**

LANDLORD IMPROVEMENTS; TENANT ALLOWANCE

Tenant will be granted 6 months of free rent. Tenant's first rent payment will commence on November 1<sup>st</sup>, 2025.

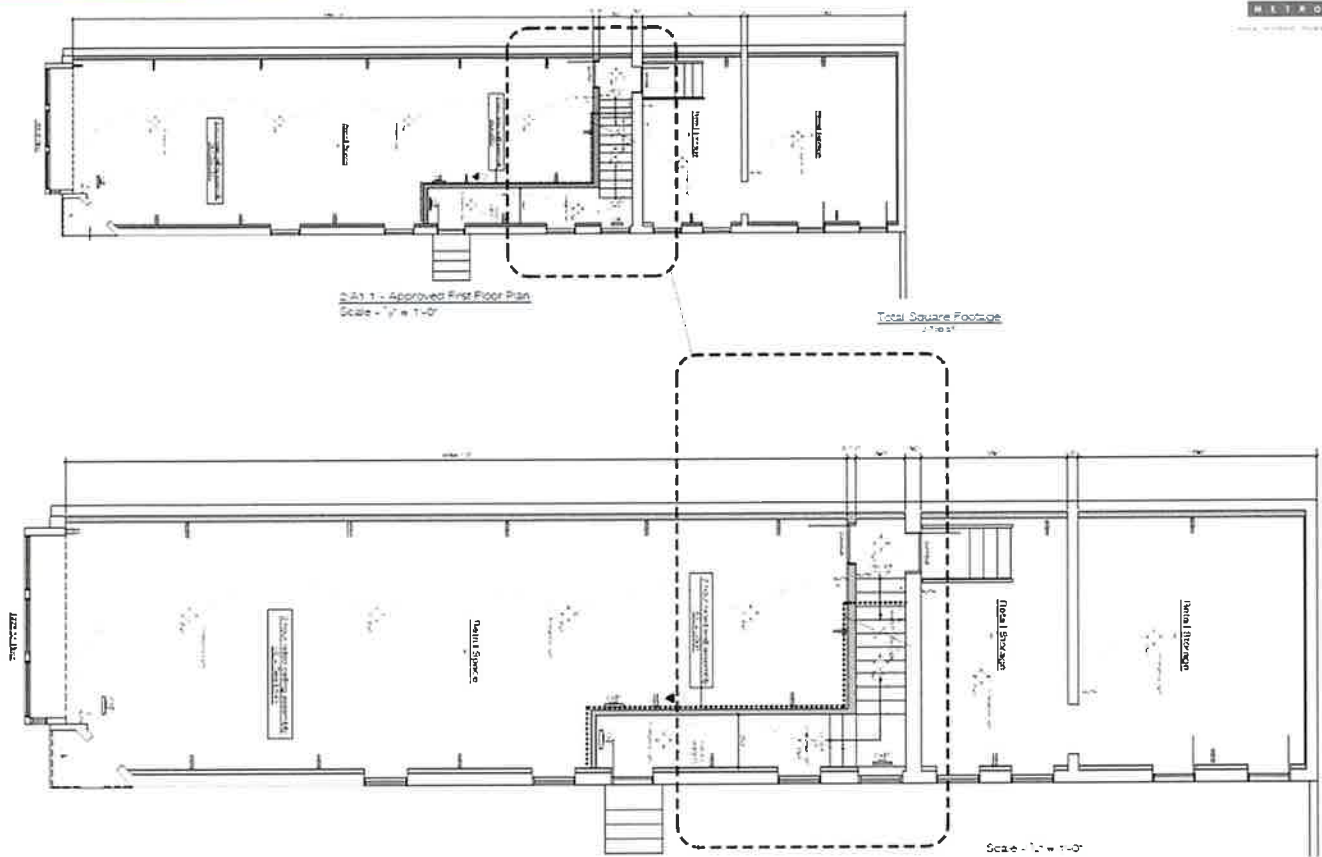
**EXHIBIT A**

**PREMISES**

The first floor and the accessible basement area of the property known as 1301 N. Broadway in Baltimore, Maryland. See the attached illustration.

[attached]

# Floor Plan

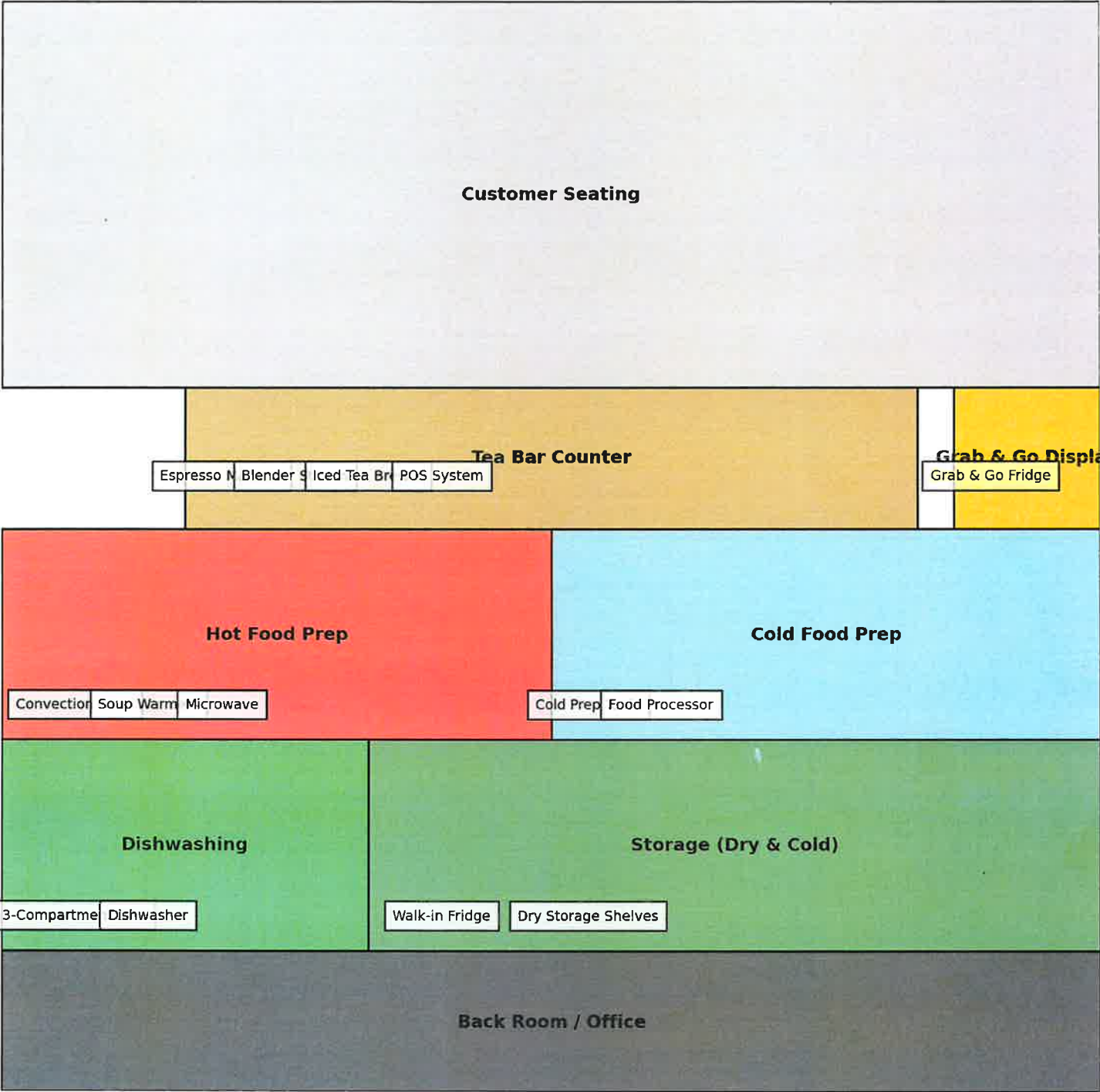


**EXHIBIT B**

IMPROVEMENTS BEING MADE BY TENANT

**[NTD: To be inserted]**

# Sweet Tea & Cornbread Café - Detailed Open Kitchen Layout



# Planned Modifications to Café Tea Bar

Sweet Tea & Cornbread, Tea Bar Café

Chef Danielle (Danni) Maree

Owner | Sweet Tea & Cornbread, Tea Bar Café

Email: [sweetteacornbread@gmail.com](mailto:sweetteacornbread@gmail.com) | Phone: 301-437-4096

Instagram: [@sweetteacornbread14](https://www.instagram.com/sweetteacornbread14) | Facebook: Sweet Tea & Cornbread

## Tenant Modifications

1. Mobile Bar Addition - A custom mobile bar on lockable wheels will be constructed for tea and mocktail service. It will feature rustic reclaimed wood and galvanized metal finishes.
2. Sink Relocation & Equipment Storage - The existing 3-compartment sink will be moved to allow for major equipment storage in its place.
3. Plumbing & Electrical Adjustments - Adjustments for relocated sink and additional GFCI outlets for bar equipment.
4. Bar Equipment Installation - Includes undercounter refrigeration, ice bin, tea dispenser system, and display shelving.
5. Lighting & Surface Finishes - Pendant/task lighting over bar and commercial-grade materials matching cafe branding.
6. Optional Bar Seating - Space for 4-6 bar stools at the mobile Tea Bar.
7. Compliance - All work will follow Baltimore City codes and use licensed contractors.

## Landlord Modifications

1. Exterior Upgrades - Leasing agent will improve the exterior to align with the cafe's branding.
2. Refrigerator Repair - Leasing agent will repair the large commercial refrigerator currently on site.

*Final layout and equipment specs will be submitted upon approval and measurements.*

**EXHIBIT C**

APPROVED SIGNAGE

[NTD: To be inserted]

## **EXHIBIT D**

### **PROHIBITED USES IN THE PREMISES**

1. Any veterinary hospital, veterinary offices, pet shop, or animal raising or boarding facilities;
2. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall;
3. Public or private social services center or drug rehabilitation center;
4. Fund raising or solicitation for other purposes by means of telephone "bank" calls;
5. Office, reading room, headquarters, center or other facility devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement, or political candidate, (b) any religion, religious group, or religious denomination, (c) any foreign government;
6. Hospitals and medical clinics engaged in patient care (excluding medical research facilities);
7. Day care centers;
8. All residential uses;
9. An adult or pornographic bookshop, video store or movie theater (materials shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);
10. A strip club, massage parlor, "head shop" or other store selling drugs or drug paraphernalia, tattoo parlor, bingo hall, or off-track betting parlor;
11. Sales of tobacco or tobacco products, including but not limited to vape shops, vape equipment and/or paraphernalia;
12. A check-cashing or payday loan operation, gold store, or pawn shop;
13. Sales of alcoholic beverages including but not limited to a bar or tavern or liquor or packaged beverage store;
14. A business or use involving the sale of firearms; and
15. Any business which:
  - (i) Creates strong, unusual or offensive odors, fumes, dust or vapors;
  - (ii) Is a public or private nuisance, emits noise or sound which is objectionable due to intermittence, beat, frequency, shrillness, or loudness; or
  - (iii) Creates unusual fire, explosives or other hazards.

12 months  
Free rent

zoning - storage  
color of paint - door?

hours - 8am - 6pm?

9am - 5pm

special events -

sign + paint  
open air -

live entertainment (2)  
amplified



## Commercial Lease Application Form

zoning  
Cafe

### Business Information

- Legal Business Name: Sweet Tea & Coffee
- DBA (if applicable): \_\_\_\_\_
- Business Entity Type (LLC, Corporation, Sole Proprietorship, etc.): Will change once cafe is operating
- Employer Identification Number (EIN): 32-0281050
- Business Address: 1021 N. Washington St.
- Business Phone: 443-475-0926
- Business Email: SweetTeaCoffee@gmail.com
- Website (if applicable): \_\_\_\_\_
- Industry & Nature of Business: Food & Beverage Industry

### Applicant Information

- Primary Contact Name: Danielle Mapee
- Title/Position: Owner/Black Owned
- Phone Number: 301-437-4090
- Email Address: thedaniellecoffe@gmail.com

### Business History & Financials

- Year Business Established: 2014
- Number of Locations: 0
- Annual Revenue (Optional): \_\_\_\_\_
- Current or Previous Landlord (if applicable):
  - Name: \_\_\_\_\_
  - Contact Information: \_\_\_\_\_
  - Lease Dates: \_\_\_\_\_

> N/A

## Checklist for Required Documents

### Business & Legal Documents

- ☒ Business Plan
- ☒ Articles of Incorporation / Business Registration
- ☒ Business License & Permits
- ☒ EIN (Employer Identification Number)

### Financial & Creditworthiness Documents

- ☒ Profit & Loss Statement (last 2 years)
- ☒ Balance Sheet
- ☒ Tax Returns (last 2 years)
- ☐ Pro Forma Financial Statements (for new businesses)
- ☒ Business or Personal Credit Report
- ☐ Evidence of Business Loans or Lines of Credit *NA*
- ☐ Bank Statements (last 6-12 months)

### References

- ☐ Landlord Reference
- ☐ Trade References
- ☐ Personal/Business Guarantor Information

### Operational & Insurance Requirements

- ☒ Certificate of Insurance (General Liability, Property Insurance, etc.)
- ☐ Intended Use Statement