

COMMERCIAL LEASE AGREEMENT

COVENANT:

This COMMERCIAL LEASE AGREEMENT (hereinafter "Lease") is entered into effect between **ANAYAT HUSSAINI, OR Assigned Agent(s)**, hereinafter jointly, severally, and collectively called the Lessor OR Landlord AND **GRISELDA CRUZ, (DBA) MAYAMEX RESTAURANT, INC.**, a Florida corporation, hereinafter jointly, severally, and collectively called the "Lessee" or "Tenant". Both parties enter this Lease in consideration of the following covenants, agreements, limitations, and conditions, for themselves, their heirs, successors, legal representatives, and assigns.

PREMISES: The Lessor, in consideration of the rental hereinafter reserved and of the covenants, agreements, and conditions on the part of the Lessee to be kept and performed, hereby leases and hires to the Lessee, the following described premises, located in Miami-Dade County, Florida, and more specifically described as follows:

886, 888, 890 and 892 North Krome Avenue, Homestead, Florida 33030
(hereinafter referred to as the "Premises" or "Leased Premises").

The Leased Premises consist of the interior of the leased units as per structural dimensions, that is from the outside of the Entrance wall to the back end of the back wall and from the Center-to-Center line of each use of advertisement tools, tables, or chairs outside the Leased Premises is strictly prohibited under this Lease, not only because the rented space is interior only, but also because it may impede handicap accessibility and violate local ordinances.

Total structural Rented Sq/ Feet is approximately (1917.00) Sq/feet.

FOG Generator Disclosure:

FATS, OIL, AND GREASE ("FOG") GENERATOR DISCLOSURE STATEMENT: (As required by Section 24-42.5 of the Code of Miami-Dade County, Florida)

THE LAND INVOLVED IN THIS TRANSACTION HAS A FOG GENERATOR ON IT. AS DEFINED IN PART IN SECTION 24-5 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA ("CODE"), A "FOG GENERATOR" IS A NONRESIDENTIAL FACILITY THAT: CAN INTRODUCE FOOD WASTE OR FATS, OILS, AND GREASE INTO BUILDING SANITARY DRAINS, BUILDING SEWERS, ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, OR NON-UTILITY OR UTILITY SANITARY SEWER SYSTEMS; OR PRODUCES YELLOW GREASE. IMPROPERLY MAINTAINED FOG GENERATORS MAY POSE SUBSTANTIAL RISKS TO HUMAN HEALTH AND THE ENVIRONMENT. FOG GENERATORS ARE THEREFORE SUBJECT TO PERMITTING REQUIREMENTS AND OTHER REGULATIONS UNDER THE CODE, INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS TO OBTAIN AN OPERATING PERMIT AND TO PERFORM ONGOING MAINTENANCE. FOG GENERATORS MAY ALSO BE SUBJECT TO OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.

LESSEE ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS FOG GENERATOR DISCLOSURE.

STATEMENT BY INITIALING HERE: GC

ARTICLE I - TERM

I-I) Basic Term:

The lease term shall be for a period of **Three (3) Years**. Renewal for additional term(s) of Three (3) years may be possible, provided that all terms of this agreement are met and both parties are willing to continue working together. Otherwise, either party may choose not to renew this Lease, or the Lessor may request an entirely new Lease Agreement. Should no extension be signed, then the Lessee will operate on a month-to-month basis after the initial term or any subsequent term, subject to the conditions outlined herein for holding over, and may be asked to vacate with thirty (30) days' notice before the end of the Lease term, or be offered an extension under this Agreement with a new rental demand and rules, or be offered a new lease agreement.

I-II) Commencing Date and Extensions:

Commencing on **June 01, 2025**, and ending on **May 30, 2028**, as provided herein. Unless extensions are made, the Lessee agrees to peacefully and quietly deliver up and quit the demised premises upon the expiration or earlier termination of this Lease.

I-III) Cancellation of Prior Leases or Tenancies:

The parties acknowledge that this Lease shall supersede any prior rental agreements or tenancies regarding the demised premises and that all prior tenancies are hereby terminated. **(including the lease agreement dated June 7, 2022, for the same Premises) regarding the demised premises and that all prior tenancies are hereby terminated effective May 31, 2025.**

I-IV) Assignment or Subletting:

Tenant may not assign this Lease or sublease the Premises, in whole or in part, without prior written consent from the Landlord, which consent may be withheld at Landlord's sole discretion. Any approved assignment or subletting may require a new Lease Agreement before the original Tenant is released from liability.

I-V) Notice to Lessor (Intent to Vacate):

Should the Lessee decide to move at the end of the term or any renewal thereof, the Lessee must give a minimum of **Sixty (60) days'** written notice to the Lessor of their intention to vacate. In such case, provided the Lessee returns the Leased Premises in a clean and leasable condition as required by this Agreement and pays all prorated rent and other charges up to the last day of occupancy, both parties shall be released from the terms of this Lease upon its natural expiration, and the Lessor may return any applicable portion of the Security Deposit. Failure to provide such notice or to meet these conditions shall constitute a default.

I-VI) Notice to Lessee (Renewal/Non-Renewal by Lessor):

The Lessee must inform the Lessor in writing of their intention to renew or terminate this Lease Agreement a minimum of **Thirty (30)** days prior to the end of the current term or any renewal term. Should this advance request not be made, the Lessor, at its option, may offer a new Lease Agreement, allow a temporary month-to-month tenancy under the terms specified herein for holding over, or deny any extension. In the event the Lessor chooses not to renew, the Lessor shall inform the Lessee in writing at least Thirty (30) days before the end of the current term or any extension thereof, informing the Lessee that no extension will be granted, and that the Lessee must vacate on a timely basis.

I-VII) Annual Increase:

The Base Rent, Solid Waste Removal / Disposal, Outside Service and Electric Charges, and Routine Maintenance and others, defined in Article III, for each subsequent year of the Lease term, and any renewal or extension thereof, shall be subject to a **Six Percent (6 %)** increase, compounded annually, effective on the anniversary of the Commencement Date. This increase is fixed and shall not be affected by any actual increase or decrease in Lessor's operating costs.

All rent payments (including Base Rent, Exterior Service Charge, Sales Tax, and any other additional rent or fee related charges receive the same **(6%)** Annual increases.

I-VIII) None Binding Provision:

All conversations, emails, or text messages between the parties are considered negotiations. Unless memorialized in a formal written amendment to this Lease and signed by all parties, such communications shall be non-binding, and the terms of this executed Lease Agreement shall supersede all such communications. Emails are an accepted method of communication for sending invoices, notices (except as otherwise specified herein for default or termination), and reminders regarding the terms of this Lease.

ARTICLE II - USE OF PREMISES

II-I) Usage and Occupancy:

During the term hereof, the Lessee shall use the Premises only for: **A Full-Service Restaurant, serving food and beverages, including the sale of alcoholic beverages for on-premises consumption, subject to Tenant obtaining and maintaining all necessary licenses and permits at its sole expense, and for no other purpose, such as display of live and/or Load Music to attract Customers.**

The Lessee shall always keep the demised Premises (interior and exterior surroundings up to (20) feet, in a reasonably clean and orderly condition, free from rubbish, dirt, oil, and grease. The Lessee will not commit or suffer any waste therein and will not make any use thereof which would constitute a nuisance, or which would prove offensive, or which would violate any municipal, county, or state order, regulation, ordinance, or statute.

II-II) Restrictions on Use of Premises:

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Paragraph II-I and for no other purpose. The Premises and all buildings and improvements thereon shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes. No part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Landlord or the Property or for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, the State of Florida, Miami-Dade County, the City where the Premises are located, or any fire insurance rating organization or board of fire underwriters. Tenant shall comply with all such laws, ordinances, regulations, or orders now in effect or hereafter enacted, including but not limited to all Health Department codes, food safety standards, and requirements for obtaining and maintaining all necessary food service permits and business licenses. Any repairs, additions, and alterations to the Premises and signs ordered or required by such authorities, whether to meet the special needs of Tenant or by reason of the occupancy of Tenant, shall be the Tenant's sole responsibility and expense. The Tenant must use only qualified, licensed, and insured contractors who can provide full proof of worker's compensation and liability insurance, and the Tenant will keep the Lessor harmless from any accident, claims, or misfits within or arising from the Leased Premises or Tenant's operations. No Tenant, its workers, or associates may place any lawsuits against the Lessor

related to such matters for which Tenant is responsible.

ARTICLE III - RENT

III-I) Base Rent:

The Base Rent for the first year of this Lease term (June 01, 2025, to May 31, 2026) shall be **One Hundred Seventy-Two Thousand Eight Hundred and 00/100 Dollars (\$172,800.00)**, payable in twelve (12) equal monthly installments of **Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00)**, each.

III-II) Additional Rent –

a) Alcohol

In addition to Base Rent, Tenant shall pay as additional rent the sum of **One Thousand and 00/100 Dollars (\$1,000.00)** per month for the privilege of selling alcoholic beverages. This charge is subject to the annual increase stated in Article I-VII.

b) Solid Waste Disposal and Outside Services Charge:

In addition to Base Rent and the Alcohol Sales Privilege charge, Tenant shall pay as additional rent a "Solid Waste Disposal and Outside Services Charge" of **One Thousand Two Hundred and 00/100 Dollars (\$1,200.00)** per month for the first year of the Lease term. This charge covers Tenant's proportionate share of common area electricity (including parking lot lighting), security drives, solid waste removal management (including Tenant's primary garbage disposal, subject to compliance with Article V-II-D), exterior common area maintenance (such as landscaping and parking lot upkeep), and other exterior services as determined reasonably by Lessor. This charge is subject to the annual increase stated in Article I-VII.

The Tenant or Lessee is responsible for its own Method for Disposing of Recyclable Materials such as Cardboards and Packaging Material, so not to overload the Solid Waste / Garbage Container. Tenants or Lessees who do not comply with this Rule maybe Evicted or not be renewed for the following Term.

Note: It is understood that all rent related fees are to receive the same (6%) Annual Increases.

III-III) Florida Sales Tax and Other Applicable Taxes:

Tenant shall pay, as additional rent, all applicable Florida State Sales Tax and any local discretionary sales surtaxes or other taxes levied on commercial rent and additional rent items. Based on a provisional rate of **(3.0%)** "Provisional Sales Tax Rate", and the total rent listed above which is a **\$498.00**

.III-IV) Total Monthly rent:

Total monthly rent is consisted of Base Rent, Alcohol Sales Privilege charge, and Solid Waste Disposal, and Outside Services Charge as constant are the present parts in calculating the total rent to be **(\$ 17,098.00)**, as listed below.

(\$14,400.00 + \$1,000.00 + \$1,200.00 = \$16,600.00) would be Four Hundred Ninety-Eight and 00/100 Dollars (\$ 498.00). Therefore, the total estimated initial monthly payment would be: **Seventeen Thousand Four hundred -Seven dollar (\$ 17,098.00)**

Total monthly rent on the second year shall be (\$ 16 ,600 X 1.06 X 1.03) OR \$ 18,123.88, as example.

III-V) Advanced Rent and Due Date:

All rent payments (including Base Rent, Exterior Service Charge, Sales Tax, and any other additional rent or charges) are due in advance on the first (1st) day of each month and must be paid by the fifth (5th) day of each month during the term of this Lease, without demand. The Lessee hereby expressly covenants and agrees to pay said rent and all applicable taxes, and to perform each and all covenants and conditions under this Lease Agreement. All rent payments shall be made without any setoff or deduction whatsoever.

III-VI Method of Payment:

Lessee has the option to pay all amounts payable as Rent or related fees using either of the following methods:

A. TenantCloud Application (APP):

Lessor may make available the TenantCloud Application for electronic payments. Should Lessee choose this option, Landlord or its Agents will list the Lessee as a Tenant in TenantCloud, and TenantCloud will send an invitation to Lessee to input Lessee's bank information for electronic billing and payment.

B. Direct Bank Deposits:

Lessee may make payments via money order, check, or cash deposit directly to Lessor's bank account as follows:

Bank Name: Bank of America

Lessor's Name (Account Holder): Anayat Hussaini

Account #: 005489654056

Routing #: 063000047

When making a deposit, Lessee MUST ensure the Leased Premises address **(886-892 N Krome Ave)** and Tenant name **(Mayamex Restaurant, Inc.)** are clearly indicated on the deposit slip or in the transaction details and shall provide Lessor with a copy of the deposit receipt upon request.

The Lessor may change the designated Bank, account information, payment address, and/or request a different primary manner to accept and collect rent and will direct the Lessee of such changes from time to time through written notice. Regardless of the method chosen by Lessee, it is Lessee's responsibility to ensure payments are received by Lessor by the due date.

III-VII) Late Payment of Rent and Other Fees, as Additional Rent:

If any installment of Total Rent or any other sum due from Lessee is not received by Lessor by the fifth (5th) day of the month it is due, or within five (5) days of when any other sum is due, Lessee shall pay to Lessor a late charge equal to; **One Hundred Twenty - Five and 00/100 (\$ 125.00) initial fee per unit** plus additional **Twelve dollars (\$12.00) per unit per day and per day from the first of each month and for each Unit per month separately until all amounts are paid in full.** This amount shall be

charged to the Lessee for each unit under the Lessee's possession.

No payment is accepted as officially paid until all funds have cleared into the Lessor's bank account.

Should the rent not be paid on time, the Lessee will be considered in breach of this Agreement and Lessee will be liable for the total amounts due through the duration of this lease agreement. It is understood that in case of any default in the part of Lessee causing the Lessor to use all or any portion of the existing deposit, then the Lessee must replace the used deposit and pay an additional amount to equal a full two (2) months of rent at the time of default.

III-VIII) Application of Payments:

Any payments received from Lessee may be applied by Lessor first to any accrued late fees, service charges, repair costs, or other outstanding additional rent, and then to Base Rent, regardless of any designation made by Lessee.

III-IX) Grease Trap Maintenance and Compliance:

A) Tenant's Responsibility: The grease trap(s) or interceptor(s) serving the Premises (whether located inside or outside the Restaurant, hereinafter "Grease Trap") are considered major equipment strictly leased to the Lessee and forming part of the Restaurant. Lessee, at its sole cost and expense, shall cause the Grease Trap to be pumped out, cleaned, and maintained in good working order by a certified and licensed grease trap maintenance/waste hauling company at least once every forty-two (42) days, or more frequently if required by law or the operational needs of the Restaurant to prevent backups, overflows, or violations.

B) Proof of Service: Lessee shall provide Lessor with legible copies of paid invoices and service reports (or clear, dated photographs of the cleaned grease trap and the service manifest acceptable to Lessor) from the certified company as proof of each required pump-out and cleaning within seven (7) days of each service.

C) Lessor's Rights upon Tenant's Failure:

1. Impact Fee:

Should the Lessee fail to provide acceptable proof of service for any three (3) instances (consecutive or non-consecutive) during any twelve-month period, the Lessor may demand an Impact Fee of Five Hundred Dollars (\$500.00) for each set of three failures, payable immediately as additional rent.

2. Lessor to Perform Service:

If Lessee fails to maintain the Grease Trap and provide proof of service as required, or if Lessor reasonably believes the Grease Trap is not being properly maintained, Lessor shall have the right, but not the obligation, after providing five (5) days written notice to Lessee (or without notice in an emergency), to engage a service company to perform the necessary pump-out, cleaning, and/or repairs. All costs incurred by Lessor for such service, plus an administrative fee of twenty-five percent (25%) of such costs, shall be due and payable by Lessee to Lessor as additional rent immediately upon demand.

3. Option for Lessor to Manage:

Alternatively, and at Lessor's sole option, if Lessee consistently fails to provide timely proof of monthly (or more frequent, if needed) Grease Trap servicing, Lessor may elect to add a recurring monthly charge of **Two Hundred Fifty Dollars (\$ 300.00) per month as (the "Grease Trap Management Fee")** to the monthly rent. Upon implementation of this fee, Lessor will assume responsibility for scheduling and paying for the routine monthly (or as deemed necessary by Lessor) pump-outs. This fee includes Lessor's administrative costs. Lessee remains responsible for the cost of any repairs or replacement of the Grease Trap.

D) Tenant's Liability:

Lessee shall be solely responsible for all fines, penalties, damages, claims, blockages (to the Premises' plumbing, common building plumbing, or municipal sewer lines), or environmental cleanup costs arising from improper grease management, failure to maintain the Grease Trap, or spills/discharges from the Grease Trap. Lessee is responsible for the full cost of repair or replacement of the Grease Trap if it fails or becomes irreparable due to Lessee's use, misuse, or lack of maintenance.

E) Lessor's Right to Inspect:

Lessor shall have the right to inspect the Grease Trap and Lessee's maintenance records at any reasonable time.

III-X) Other Additional Rent Items:

A) Permit Violations, Tickets, and Fines:

The cost of any and all permit violations, tickets, fines, or penalties issued by any Code Enforcement Department, DERM, Health Department, Fire Department, or any other municipal, county, state, or federal agency, related to Lessee's use, occupancy, operation, or maintenance of the Leased Premises (including but not limited to issues with garbage, recycling, signage, grease management, fire safety, or business licenses) are the strict and sole responsibility of the Lessee. If Lessor is required to pay any such amounts on behalf of Lessee, or if such amounts become a lien on the Property due to Lessee's failure to pay, Lessee shall reimburse Lessor the full amount paid plus a **twenty percent (20%)** service fee within three (3) days of Lessor's written demand.

B) Working Without Permits / Open Permits:

Should Lessee perform any work requiring a permit without obtaining one, or if any permit obtained by or for Lessee for work on the Premises remains open or unclosed for more than ninety (90) days after issuance (or a shorter period if mandated by the issuing authority), this shall constitute a material default of this Lease, and Lessor reserves the right to demand an eviction for lack of performance, in addition to other remedies.

ARTICLE IV - SECURITY DEPOSIT

The Lessee has previously deposited **Zero Dollars (\$0.00)** as a Security Deposit under a prior lease for the Premises, and currently has Zero Dollars (\$0.00) on deposit with the Lessor. However, the Lessor reserves the right, at Lessor's sole option, to demand and require the Lessee to deposit a Security Deposit in an amount equal to **two (2) full months'** of the then-current Total Monthly Rent (Base Rent plus all recurring Additional Rent plus estimated Sales Tax) at any time during the Lease term if a Default (as defined in Article XX) by the Lessee occurs or is reasonably suspected by the Lessor, or if the Lessor, in its reasonable business judgment, deems it necessary due to changes in Lessee's financial condition or operational risks. The Lessee must remit such demanded Security Deposit amount within ten (10) days of Lessor's written request, in addition to curing any other defaults or paying any other fees due.

Any Security Deposit held by Lessor shall be for the faithful performance by the Lessee of all terms, covenants, and conditions of this Lease. The Security Deposit shall be held by Lessor without interest liability. Lessor may, at its option, apply any or all portions of said deposit to the payment of overdue rent, repair of damages caused by Lessee (beyond normal wear and tear), cleaning costs upon termination, or any other sum due from Lessee to Lessor under this Lease. If Lessor uses any portion of the Security Deposit, Lessee agrees to immediately, upon demand, replace the amount so applied to ensure the Security Deposit is maintained at the required level. In case of a default by Lessee, especially if the full term of this Lease (or any renewal) is not met due to such default leading to early termination, or if the Lessee vacates prior to the end of the term without fulfilling all obligations, the Security Deposit, or portion thereof, may become non-refundable and applied by Lessor towards damages, unrecovered rent, and costs associated with re-letting the Premises, without prejudice to Lessor's other remedies

ARTICLE V - REPAIRS & MAINTENANCE

V-I) Maintenance on the Part of the Lessor:

The Lessor is responsible for roof maintenance (excluding leaks caused by Tenant's actions, installations, or alterations, such as improperly installed rooftop equipment or penetrations), keeping the building foundation in good order, and making structural repairs and replacements necessary to keep the property in good order and repair. Lessor shall also be responsible for maintaining the common yard areas (landscaping, parking lot surface, subject to Tenant's contribution via the Solid Waste Disposal and Outside Services Charge). Should there be a roof leak not due to an act of God or Tenant's negligence/actions, the Lessor will endeavor to make repairs in a timely manner. The Lessee must give the Lessor a minimum of thirty (30) days' written notice to make any such structural or roof repair(s) unless an emergency requires more immediate attention. If such repair(s) significantly impacting Tenant's use of the Premises are not made within a reasonable time thereafter, or are not economically feasible for Lessor, then the Lessee may have options as outlined in Article XVII (Destruction or Damage of Premises (Casualty)).

V-II) Maintenance on the Part of the Lessee:

Lessee, at its sole cost and expense, shall maintain the Leased Premises in good order, condition, and repair throughout the Lease term, including but not limited to the following:

A) Interior and Systems:

All interior building maintenance and repairs, including but not limited to walls, floors, ceilings, interior plumbing fixtures and lines within the Premises, electrical systems and fixtures within the Leased

Premises, the Store Front (including glass, doors, locks, and operational integrity).

B) Air Conditioning System(s):

The Air Conditioning (HVAC) system(s) exclusively serving the Leased Premises, whether originally provided by Lessor or installed by Lessee, must be kept in good repaired and working condition at all times by the Lessee. This includes, but is not limited to, regular filter changes (monthly or as recommended), routine maintenance by a qualified HVAC technician (at least semi-annually), all repairs, and full replacement of the unit(s) should it become necessary during the Lease term or any extension thereof. Lessee is responsible for maintaining and repairing any AC condensate lines, including the existing condensate line leak behind the grease container by the North wall of the Restaurant, which Lessee agrees to repair within fifteen (15) days of the Commencement Date of this Lease.

C) Kitchen Hood System & Fire Safety:

1. Maintenance and Cleaning:

Lessee shall maintain, clean, and repair the kitchen hood, exhaust fans, ductwork, and fire suppression system(s) in strict accordance with NFPA 96 standards and all applicable fire codes. Cleaning shall be performed regularly by certified professionals, and proof of such service (detailed invoices/reports) shall be provided to Lessor upon request and maintained on Premises for inspection.

2. Fire Department Violation (Permit No. 22125-00033, dated 04/21/2025):

Lessee acknowledges receipt and awareness of the Miami-Dade Fire Rescue Department Notice of Violation regarding "Failure to maintain cooking equipment in correct order to maintain proper hood fire suppression system coverage" (stock pots out of the hood). Lessee covenants and agrees, at its sole cost and expense, to fully cure and rectify **this particular** violation, including obtaining any necessary plans, permits, and inspections for any required extension or modification of the hood suppression system, within **thirty (30) days** of the Commencement Date of this Lease. Lessee shall provide Lessor with official documentation from the Fire Department confirming the violation has been cleared. Failure to cure this existing violation within the specified timeframe shall be a material default of this Lease.

3. Ongoing Compliance:

Lessee shall ensure all cooking equipment's are positioned and operated correctly and are located under the hood and are always within the coverage of the fire suppression system. Any rearrangement or modification of cooking equipment requires prior reevaluation and, if necessary, modification of the fire suppression system by a certified professional, at Lessee's expense, with all required permits.

D) Garbage, Recycling, and Outside Cleanup:

1. Lessee shall be responsible for the proper and sanitary disposal of all its garbage, refuse, and recycling materials in compliance with all laws and Lessor's rules. Lessee agrees to dispose of garbage in bags no larger than thirty (30) gallons and to ensure no wooden crates, oversized items, or loose debris are left outside designated bins or in common areas. All cardboard boxes must be broken down flat before disposal.
2. Lessor reserves the right to prohibit Tenant from using common recycling dumpsters if these terms regarding proper disposal are repeatedly violated by Tenant or its employees/agents.
3. The overall cleanup of the area immediately outside and in front of each unit of the Leased Premises, and within the parking spaces directly in front of the Leased Premises, is the Lessee's daily responsibility. Lessee covenants to keep these areas in a good, sound, and clean condition.

E) Pest Control:

Lessee shall be responsible for regular professional pest control services within and around the Leased Premises to maintain them free of rodents, insects, and other pests. Lessee shall take immediate action to address any infestations at its sole cost.

F) Fire Extinguishers:

Lessee shall provide, install, inspect, maintain, and ensure annual certification of all fire extinguishers within the Leased Premises as required by applicable laws and fire department regulations.

G) General Repairs and Waste:

Lessee shall repair ordinary wear and tear and shall not permit any strip or waste of the demised premises. Lessee shall also be responsible for any damage(s) done to any part of the Leased Premises (exterior as well as interior) or the Property by its own negligence or inflicted by its staff, officers, employees, customers, or invitees.

H) Compliance with Laws:

Lessee shall, at its own expense, comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the Leased Premises or the use or occupation thereof, specifically including all Health Department codes and regulations.

V-III) Claims of Mold and Mildews:

While the Lessor is responsible for repairing roof leaks as per V-I, the Lessee is responsible for all interior repairs and maintenance, even if damage (such as mold or mildew growth) is alleged to be related to a leak. Lessee is responsible for maintaining the interior environment to prevent mold/mildew growth (e.g., proper ventilation, climate control through continuous operation of HVAC, immediate cleanup of spills or moisture). No claim of existing and/or newly grown mold or mildew will be accepted against the Lessor as a basis for rent abatement, lease termination by Lessee, or for Lessor-borne remediation costs within the Leased Premises, unless directly and solely caused by Lessor's gross negligence in failing to repair a structural defect for which Lessor is responsible under V-I after proper and timely written notice from Lessee and a reasonable opportunity for Lessor to cure. Lessee is responsible for any necessary remediation of mold/mildew within the Leased Premises. Should leaks or water intrusion originate from any part of the Air Conditioning system(s) serving the Leased Premises (for which Lessee has maintenance and replacement responsibility under Article V-II-B), Lessee shall be solely responsible for the repair of such AC system components, any resultant damage to the roof or other parts of the building, and any interior remediation, including for mold or mildew.

ARTICLE VI - UTILITIES

VI-I) Applications and Connections (Interior Utilities):

All applications and connections for necessary interior utility services on the demised Premises (such as electricity, water, sewer, gas (if applicable), telephone, internet within the unit) shall be made in the name of the Lessee only, and the Lessee shall be solely liable for all utility charges for their individual unit as they become due, including any deposits or connection fees. The Lessee shall pay for all such utilities and services supplied directly to their Leased Premises.

VI-II) Exterior Services:

The "Solid Waste Disposal and Outside Services Charge" of **\$1,200.00** per month (as per Article III-III, subject to annual increases) covers Tenant's share of common area utilities and services such as

exterior lighting, general site solid waste disposal management, security drives, and common area maintenance. If at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of commonly metered utilities not covered by their individual meter (to the extent any exist and are not covered by the aforementioned charge) or generating an excessive volume of trash requiring increased service beyond what is typical and covered, Lessor may assess Lessee for such excess costs as additional rent, with thirty (30) days' notice.

The Tenant or Lessee is responsible for its own Method for Disposing of Recyclable Materials such as Cardboards and Packaging Material, so not to overload the Solid Waste / Garbage Container. Tenants or Lessees who do not comply with this Rule maybe Evicted or not be renewed for the following Term.

ARTICLE VII - ALTERATIONS AND MODIFICATIONS

VII-I) Written Request:

The Lessee shall not make any alterations, additions, or improvements to the demised Premises without the prior written consent of the Lessor. Lessee may not remove or alter any of the existing electrical, plumbing, or partition wall(s) without such consent. Existing partition walls may not be used as a means of support or attachment for other structures or fixtures without prior written approval by the Lessor. Such consent shall not be unreasonably withheld but may be subject to such terms and conditions as the Lessor or governing City and Municipalities may require, including the procurement of all necessary permits at Lessee's expense. Existing partition walls may not be used as a means of support or attachment for other structures or fixtures without prior written approval by the Lessor.

VII-II) Alterations by Lessee:

Lessee, at its own expense, may from time to time during the term of this Lease Agreement or any extension hereof, make alterations and improvements in and to the demised premises, which it may deem necessary or desirable and which do not adversely affect the structural integrity of said premises, subject to Lessor's prior written consent. All such alterations and improvements shall be made in a good workmanlike manner, by licensed and insured contractors, and in accordance with all valid requirements of City, Municipal, and other Governmental Authorities, using proper permits as may be required. Lessee shall not permit any liens or claims to be filed against the demised premises because of any such alterations or improvements, and this lease expressly prohibits the interest of the Lessor in the Premises from being subject to liens for improvements made by the Lessee. All alterations made by the Lessee, except for removable trade fixtures (as defined in Article XXIII), shall belong to the Lessor and become a part of the Premises upon installation, unless otherwise agreed in writing. If any permanently installed item is removed by Lessee upon vacating, Lessee must perform proper repairs to restore the leased premises to its original condition. For any approved major alterations, Lessor must be kept reasonably informed of the progress of the work and, upon request, be provided with copies of plans and relevant documentation.

ARTICLE VIII - AS IS CONDITION

The Lessee has signed this agreement based on the "AS IS, WHERE IS" condition of the Leased Premises. It is the Lessee's responsibility to have thoroughly inspected the Premises and to know or find out, prior to and before the signage of this agreement, all about the Use and Occupancy requirements for its type of business and to ensure they can conduct business in the said location. Lessee must verify that its type of business is (and will remain) in compliance with all applicable

federal, state, Miami-Dade County Building and Zoning codes, the City in which the property is located, and any other applicable regulations. Lessee is responsible for checking its own use and specific occupancy needs and for making any or all necessary changes, repairs, or upgrades to the unit (at Lessee's sole expense and after obtaining Lessor's written consent and all required permits) so it can meet their business code requirements. Because the building may be older, some of the interior work done by previous lessees may not be up to current code or may vary from today's code requirements; all such changes or upgrades are the responsibility of the Lessee. No representations as to the condition or repair thereof have been made by the Lessor or its agents except as expressly stated herein.

ARTICLE IX - RELEASE OF LIEN

Should any type of agreement be signed by the Lessee or its agent(s) with an outside contractor or worker(s) for work on the Leased Premises, the Lessee must provide the Lessor with a copy of the contract, proof of contractor's insurance, and, upon completion and before final payment to contractor, a signed and notarized RELEASE OF LIEN from said contractor. Should a lien be placed by anyone on the Leased Premises due to work performed for or on behalf of Lessee, the Lessee is fully responsible to ensure such lien is removed (by payment or bond) within ten (10) days after the Lessor has notified the Lessee of such lien or the receipt of a Notice to Owner. Failure to do so shall constitute a material default under this Lease.

ARTICLE X - INSPECTION

The Lessor shall have the right to enter upon the demised Premises in person, or by and through its agents, at all reasonable hours (and at any time in case of emergency) to inspect the same, prevent waste, and make such repairs to the demised Premises as the Lessor may desire or be obligated to make. This clause shall in no means be deemed to require the Lessor to make any repairs, except as otherwise required by this Lease.

ARTICLE XI - RIGHT OF ENTRY

Landlord or its representatives shall have the right to enter the Premises at reasonable hours of any day during the Lease Term to:

A) Ascertain if the Premises are in proper repair and condition and if Lessee is complying with all obligations hereunder. Further, Landlord or its representatives shall have the right, without liability, to enter the Premises for the purposes of making repairs, additions, or alterations thereto, or to the building in which the same are located, including the right to take the required materials therefore into and upon the Premises without the same constituting an eviction of Tenant in whole or in part. The rent shall not abate while such repairs, alterations, or improvements are being made by reason of loss or interruption of Tenant's business due to the performance of any such work, provided Landlord uses reasonable efforts to minimize disruption.

B) Show the Premises to prospective purchasers, lenders, and, during the last six (6) months of the Lease term or if Tenant is in default, to prospective tenants. If the Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key (or other means in an emergency) without rendering Landlord liable therefor and without in any manner affecting Tenant's obligation under this Lease.

ARTICLE XII - LOADING AND DELIVERY ZONE

All delivery trucks must be instructed by the Lessee who is receiving products for restocking and for

daily use that **DELIVERY TRUCKS ARE NOT TO BE PARKED IN THE AREA IN FRONT OF THE LARGE GARBAGE AND RECYCLING BINS** or block any existing driveways or fire lanes. Personal and company vehicle parking is prohibited in such or any unmarked areas. Violators may be subject to towing at their expense, and repeated violations may be grounds for default. Lessee shall be responsible for communicating these restrictions to all its vendors and delivery personnel.

ARTICLE XIII - SIGNS AND ADVERTISEMENT

No writing or painting is allowed on the exterior walls, glass, doors, or anywhere on the outside of the building. No signs, banners, or advertising billboards; framed or unframed, wooden, plastic, or any other material is allowed without the Lessor's prior written consent and Lessee's procurement of all necessary permits from local government authorities at Lessee's sole expense. Lessor may, at their discretion, provide or have provided a Pylon Sign Box. Should space be available and at the Lessor's option, a given amount of space may be allowed for the Lessee to place its sign panel. The Lessee shall provide an appropriate sign panel (e.g., polycarbonate or other approved material) in a proper size to be installed, at Lessee's expense, to advertise their business, using proper permits.

XIII-I) Signs and Advertising Maintenance:

Tenant shall keep insured and shall always maintain its sign(s) (whether on the building facade or in any common Pylon Sign) in good, safe, and repaired condition and shall maintain all required approvals and always pull permits for such sign(s).

If any damage is done to Tenant's sign, or if it falls into disrepair, Tenant shall repair or replace the sign within Fifteen (15) days of notice from Landlord, or Landlord at their option shall have the right to repair or remove such sign and bill the Tenant for the cost of such repairs/removal plus a fifteen percent (15%) service fee. The Pylon Sign structure is the property of the Landlord. Any sign, awning, canopy, or advertising matter or decoration of any kind erected or placed by Tenant in violation of these paragraphs may be removed by Landlord without notice and without liability, and any expenses incurred by Landlord in such removal shall be charged to and paid by Tenant upon demand.

XIII-II) Pylon Sign Protection Upon Vacating:

Tenant may never remove their advertisement panel or material from the Pylon Sign structure when moving out or if evicted. Removal by Tenant could leave electrical components exposed to weather or damage the structure. The sign panel must remain in place as the property of the Landlord until it is modified or replaced by a new tenant or at Landlord's discretion. Tenant will be responsible for any damage caused by unauthorized removal.

ARTICLE XIV - OBSTRUCTION OF THE SIDEWALK

Sidewalks are for customers' and passersby's convenience and safety and are designed to meet minimum width requirements, including for handicapped accessibility. Sidewalks shall not be blocked or obstructed in any way by the Lessee, their associates, or by placing advertisement items, merchandise, or for any other reason whatsoever. No outside seating, sales, or operational activity is permitted.

ARTICLE XV - CONTROL, USE AND MAINTENANCE OF COMMON AREAS

Common areas include all areas and facilities such as parking areas, driveways, sidewalks, walkways,

landscaped areas, utilities and drainage systems, utility rooms, hallways, and improvements provided by the Lessor for the general use, in common, of the Lessees, their officers, employees, customers, or persons having business with the Lessees. All areas other than the interior of the Leased Premises, whether fenced or unfenced, assigned or not assigned to a specific Lessee, closed or open to the public, are hereby considered common areas. The right to improve, maintain, or make changes to the common areas is in the sole discretion of the Lessor.

XV-I) Control of Common Areas:

Common areas are subject to the exclusive control and management of the Lessor, who shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to their use.

XV-II) Parking Area:

The parking area is designed for use by Lessees, their customers, and associates for their intended business only. The Lessee is to respect the rights of other Lessees. The Lessor, at its discretion, may have improperly parked cars or vehicles (including those parked in non-designated areas, "For Sale" vehicles, vehicles under repair, or vehicles with flat tires) removed from the premises at the vehicle owner's expense. **No vehicle of any kind is allowed to be parked anywhere within the Property after 12:00 AM (Midnight)** unless expressly permitted in writing by Lessor; otherwise, it may be towed. The Lessor has the right to construct, maintain, and operate lighting, refuse storage/removal, and other facilities; to restrict parking; and to perform other acts in said areas as, in the exercise of good business judgment, the Lessor shall determine to be advisable.

XV-III) The Lessor's Rights:

Lessor's rights accruing pursuant to any of the above actions shall not imply any obligation on the Lessor to exercise them. Lessor will operate and maintain the common areas to the extent that it, in its sole discretion, shall determine from time to time.

ARTICLE XVI - RULES & REGULATIONS

The Rules & Regulations adopted by the Lessor, if any, and as may be amended from time to time, are hereby made a part of this Lease. The Lessee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease. The Lessor reserves the right from time to time to add to, amend, or supplement said rules and regulations. Any such rules and regulations and amendments and supplements shall be given to the Lessee in writing, and the Lessee agrees thereupon to comply therewith.

ARTICLE XVII - DESTRUCTION OR DAMAGE OF PREMISES

In the event the demised Premises shall be destroyed or damaged by fire or other casualties, including those inflicted by an act of God (such as hurricanes and floods), during the life of this Lease agreement, then the Lessor shall have the right, but not the obligation, to repair said Premises within a reasonable time from the date of said casualty, generally not to exceed one hundred twenty (120) days, provided insurance proceeds are available and sufficient. If said Premises are not repaired by Lessor within such time, or if Lessor elects not to repair (which election must be made in writing to Tenant within sixty (60) days of the casualty), then either party hereto shall have the option to cancel this Lease by providing at least fifteen (15) days written notice to the other party. In the event of such cancellation,

rent shall be abated from the date of casualty if premises are wholly untenantable, or proportionally abated if partially untenantable, and any unearned rent paid in advance shall be refunded. The cancellation herein mentioned shall be evidenced in writing. The Lessor waives any claim against the Lessee for damages to the demised Premises from such casualties to the extent such casualties are not inflicted by or due to the negligence or willful misconduct of the Lessee, its employees, or invitees. However, Lessee shall remain responsible for damages caused by them. In case of any casualty, the Lessee is responsible to repair or replace any damages to its interior leasehold improvements, trade fixtures, stock, inventory, furniture, furnishings, and equipment. Landlord shall not be required to repair or replace any of Tenant's said property.

ARTICLE XVIII - INSURANCE AND INDEMNIFICATION

XVIII-I) Tenant Insurance:

Tenant shall maintain, at its own cost and expense, with responsible insurance companies licensed to do business in Florida, and reasonably approved by Landlord:

A) Commercial General Liability (CGL) Insurance:

Insuring Landlord as Additionally Insured (as defined below) and the Tenant, as their interests may appear, against all claims, demands, or actions for bodily injury, personal injury, or death and property damage, with limits of not less than **Two Million Dollars (\$2,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate. Such insurance shall be on an occurrence basis.

B) Liquor Liability Insurance:

If alcoholic beverages are sold or served, Tenant shall maintain Liquor Liability insurance with limits of not less than **One Million Dollars (\$1,000,000.00)** per occurrence, naming Landlord as Additionally Insured.

C) Property Insurance (Special Form/All-Risk):

Covering fire, windstorm (including hurricane), vandalism, malicious mischief, and other extended coverage perils for the full replacement cost of all of Tenant's stock, inventory, trade fixtures, furniture, furnishings, floor coverings, equipment, and any leasehold improvements made by or for Tenant.

D) Workers' Compensation Insurance:

As required by Florida law, and Employer's Liability insurance with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

E) Policy Requirements:

All said insurance shall be in form and with companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination, or material change except after Thirty (30) days prior written notice to Landlord. All policies shall contain an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's related parties. Certificates of Insurance, evidencing all required coverages and naming the Landlord as Additionally Insured on the CGL and Liquor Liability policies (using ISO form CG 20 11 or equivalent for ongoing and completed operations), together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord prior to occupancy and upon renewal of any such policy, not less than Thirty (30) days prior to expiration of the term of any such coverage. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may (but shall not be obligated to) obtain same, and any costs incurred by Landlord, plus a fifteen percent (15%) administrative fee, shall be payable by Tenant upon demand as additional rent.

XVIII-II) Additionally Insured:

The "Additionally Insured" endorsement for CGL and Liquor Liability shall be worded substantially as follows: **"ANAYAT HUSSAINI**, and any other entities in which Anayat Hussaini may own or be a part of, and their respective officers, members, agents, and employees, are hereby named as Additionally Insured with respect to liability arising out of the operations of the Named Insured (Tenant) at or in connection with the Leased Premises at **886, 888, 890 and 892 North Krome Avenue, Homestead, Florida 33030**. This insurance is primary and non-contributory with respect to any other insurance available to the Additionally Insureds."

XVIII-III) Extra Hazard:

Tenant agrees that they will not keep, use, sell, or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by the standard form of fire or public liability insurance policy, or which would increase Landlord's insurance premiums without Landlord's prior written consent (in which case Tenant shall pay such increase). Tenant shall not knowingly use or occupy the Premises for any business or purpose deemed extra hazardous on account of fire or otherwise.

XVIII-IV) Indemnity:

Tenant, during the term hereof and any period of holding over, shall indemnify, defend (with counsel reasonably acceptable to Landlord), and save harmless Landlord (and its agents, employees, and related parties) from and against any and all claims, demands, liabilities, losses, damages, costs, or expenses, including reasonable attorney's fees and court costs (through all trial and appellate levels), whether for injuries to persons or loss of life, or damage to property, occurring within the Leased Premises, or arising from Tenant's use, occupancy, or operation of the Premises, or occasioned wholly or in part by any act or omission (negligent or otherwise) of Tenant, its agents, contractors, employees, servants, customers, invitees, or concessionaires. This indemnification shall survive the termination or expiration of this Lease.

ARTICLE XIX - DAMAGE, DESTRUCTION (CASUALTY), AND CONDEMNATION

XIX-I) Damage or Destruction by Fire and Other Casualties:

A) Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises or the buildings containing the Premises. In the event the Premises are damaged by fire, explosion, flood, tornado, or by other elements, or through any casualty, or otherwise, after the commencement of the term of the Lease, the Lease shall continue in full force and effect, subject to the provisions below.

B) If the casualty, repairing, or rebuilding shall render the Premises not tenantable, in whole or in part, and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding (or until Tenant reopens, if sooner), said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered not tenantable bears to the total floor area of the Premises.

C) **Landlord's Obligation to Repair:** The damage shall promptly be repaired by Landlord at Landlord's expense, provided Landlord shall not be obligated to so repair if such fire, explosion, or other casualty is caused directly by the negligence of Tenant, its agents, servants, or employees, and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage (net of collection costs). In no event shall Landlord be required to replace or repair Tenant's stock in

trade, fixtures, furniture, furnishings, floor coverings, leasehold improvements made by Tenant, or equipment.

D) Tenant's Obligation: If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of Landlord's repairs.

E) Landlord's Option to Terminate: Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the buildings and may at its own option cancel this Lease if

- (i) the damage or destruction is a result of a casualty not covered by Landlord's insurance policy,
- (ii) insurance proceeds are insufficient to cover the cost of repair,
- (iii) more than 25% of the building containing the Premises is damaged, or
- (iv) the Premises cannot reasonably be restored within 120 days. Landlord shall exercise such option by written notice to Tenant within 60 days of the casualty.

XIX-II) Condemnation:

A) Total Condemnation: In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of title vesting in such proceeding, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for obligations accrued prior to such date.

B) Partial Condemnation: If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (as reasonably determined by Landlord), then this Lease and the term herein may be terminated by Landlord or Tenant by written notice to the other within 30 days of the taking. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect, except that the Base Rent and Exterior Service Charge shall be reduced in the same proportion that the area of the Premises taken bears to the original area leased. Landlord shall, upon receipt of the award of condemnation, make necessary repairs or alterations to the building in which the Premises are located to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the Premises so taken.

C) Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee. However, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, and for the taking of Tenant's trade fixtures and improvements installed and paid for by Tenant.

D) Termination by Landlord: If more than twenty percent (20%) of the floor area of the building upon the Property (not just the Leased Premises) shall be taken as aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, effective as of the date of taking.

E) Rent on Termination: If this Lease is terminated as provided in this paragraph, the rent shall be paid up to the date that possession is so taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance for any period beyond such date.

ARTICLE XX - DEFAULT

XX-I) Default on the Part of the Lessee:

Landlord may, at its option, terminate this Lease and/or pursue other remedies as provided herein or by law, if:

- A)** Tenant defaults in the payment of any rents or any other payments when due, and such default shall continue for Five (5) days after written notice from Landlord to Tenant; OR
- B)** Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within Five (5) days after written notice from Landlord to Tenant specifying the nature of said default; OR
- C)** If the default specified in (b) above shall be of such a nature that the same cannot be reasonably cured or remedied within said Five (5) day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such Five (5) day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than Ten (10) additional days (total 15 days from initial notice) after the initial written notice from Landlord, unless a longer period is reasonably required and agreed to in writing by Landlord; OR
- D)** At any time during the term, should there be filed by or against Tenant (or any successor tenant then in possession) in any court, pursuant to any statute, either of the United States or any state, a petition:
 - (i) To terminate this Lease, or
 - (ii) Alleging insolvency, or
 - (iii) For reorganization, or
 - (iv) For the appointment of a receiver or trustee, or
 - (v) For an arrangement under any Bankruptcy Acts, or
 - (vi) If a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of Twenty (20) days; OR
- E)** Tenant makes or proposes to make an assignment for the benefit of creditors unless said assignment is made with the prior written consent of Landlord; OR
- F)** Tenant does, or permits to be done, any act which creates a construction or mechanic's lien or claim therefor against the Premises or Landlord's Property, and such lien is not removed or bonded off within ten (10) days of notice; OR
- G)** Tenant fails to furnish Landlord with any insurance policy or certificate required to be furnished by Tenant to Landlord when due, or fails to comply with any other lawful request for documentation required under this Lease, and such default shall continue for Five (5) days after written notice from Landlord.

H) Reason for Dismissal and Cancellation of this Lease Agreement:

Any type of Citation or Ticket generated by any City or Government Authority related to Tenant's use or occupancy of the Premises that is not resolved by Tenant (including payment of fines and correction of violations) within a maximum of fifteen (15) days after notice to cure from Landlord (or such shorter period as may be mandated by the authority) may be deemed a

non-curable default and a reason for the Landlord to cancel and dismiss this Lease Agreement.

Then, in any such events, the Landlord may elect to declare the entire rent for the balance of the term, or any part thereof, including any options deemed to be exercised, due and payable forthwith, up to an amount not higher than One Hundred Thousand and 00/100 Dollars (\$100,000.00), subject to Landlord's duty to mitigate. Or, at the option of the Landlord, this Lease and the term thereunder shall terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Premises to Landlord as if the term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided.

XX-II) Landlord's Rights on Default:

If the notice provided shall have been given and the term shall expire as aforesaid, or should Landlord elect to terminate this Lease, Landlord shall have the immediate right of reentry and may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of further notice or resort to legal process beyond what is required by Florida law, all of which Tenant expressly waives to the extent permitted by law. Landlord will not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which is to be in addition to any Landlord's lien now or that may hereafter be provided by law.

Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rents and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and costs of such alteration and repairs; third, to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises, and including charges equivalent to all rent due Landlord pursuant to this Lease for the entire remainder of the stated term (subject to mitigation), and all amounts shall be immediately due and payable from Tenant to Landlord.

XX-III) Waiver of Trial by Jury:

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in

addition to any remedies which it may have, the right to invoke any remedy allowed by law or in equity, including injunctive relief, to enforce Landlord's rights or any of them, as if reentry and other remedies were not herein provided for.

XX-IV) Non-Waiver Provisions:

The failure of Landlord to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained except as may be expressly waived in writing. The maintenance of any action or proceeding to recover possession of the Premises or any installment of rent or any other monies that may be due or become due from Tenant to Landlord shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or any other monies that may be due or become due from the Tenant. Any entry or reentry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

ARTICLE XXI - RIGHT TO REENTER (ADDITIONAL TO DEFAULT PROVISIONS)

In the event of any failure of the Lessee to pay any rental due hereunder within five (5) days after the same shall be due, or any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by the Lessee for more than the cure period specified in Article XX after written notice of such default shall have been given to the Lessee, or if the Lessee shall abandon said Leased Premises, then the Lessor, besides other rights or remedies it may have, shall have the immediate right to reenter and may remove all persons and property from the Leased Premises subject to applicable Florida law.

ARTICLE XXII - THE LESSOR'S LIEN

It is understood and agreed that in addition to the statutory lien for rent which the Lessor has under Florida law, the Lessor shall also have an express contractual lien upon all of the furniture, fixtures, equipment, goods, and chattels of the Lessee which may be brought or put on said Premises as security for the payment of rents and additional rents herein reserved. The Lessee agrees that the Lessor's lien for the payment of said rents may be enforced by distress, foreclosure, or otherwise at the option of the Lessor, to the extent permitted by law.

ARTICLE XXIII - TRADE FIXTURES

It is agreed by the parties to this Lease, that at the termination of this Lease, provided the Lessee is not in default with respect to any of the terms and conditions of this Lease, the Lessee may remove all of its trade fixtures installed upon the said Premises. If any damage results from said removal, same shall immediately be repaired by the Lessee at the Lessee's expense, restoring the Premises to their condition prior to installation of such fixtures, reasonable wear and tear excepted. Trade fixtures not removed prior to termination or abandonment shall be deemed abandoned and become property of Lessor.

ARTICLE XXIV - TAXES

XXIV-I) Business and Operating Taxes are the Tenant's Responsibility and The Lessee covenants and agrees to promptly pay all taxes and assessments of every kind or nature which are now or may hereafter be imposed or assessed upon its business operations, fixtures, equipment, merchandise, or

other personal property installed in or brought onto said Premises by the Lessee or others. The Lessor shall not be required to pay any such taxes or assessments.

XXIV-II) Real Estate Taxes (Lessor's Responsibility for Base):

The Lessor covenants and agrees to pay all general real estate taxes and assessments levied against the land and building shell of which the Leased Premises are a part, subject to the provisions below.

XXIV-III) Other Taxes and Increases Paid by the Tenant:

In addition to Florida Sales Tax on rent, should the taxing authorities:

- a) Increase the real estate tax rate or appraised value of the property directly as a result of improvements made by or for the Tenant to the Leased Premises (beyond standard building shell); OR
- b) Include in a Real Estate Tax Bill the value of any machinery, equipment, fixtures, inventory, or other personal property or assets of the Tenant; OR
- c) Levy, assess, or impose any new tax, excise, and/or assessment (other than income or franchise tax on Lessor) upon or against or in any way related to the land and buildings comprising the Premises or Property, either by way of substitution for or in addition to any existing tax on land and buildings; Then Tenant shall also pay 100% of such specific assessments or increases in Real Estate Taxes attributable to Tenant's improvements, personal property, or such new/additional taxes related to the Premises. If Tenant fails to remit such full payment to Landlord upon demand, Landlord at its sole discretion may pay such amounts and bill Tenant as additional rent (plus a 15% administrative fee) or deduct the amount due from Tenant's Security Deposit and be entitled to all other rights and remedies hereunder for Tenant's default.

ARTICLE XXV - SUBORDINATION, ATTORNMENT, AND ESTOPPEL

XXV-I) Subordination:

This Lease shall always be subject and subordinate to the lien of any mortgages, deeds of trust, or ground leases that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. Tenant agrees, upon request of Landlord or any such mortgagee, beneficiary, or ground lessor, to execute and deliver promptly any further instruments subordinating this Lease to the lien of any such mortgage, deed of trust, or ground lease.

XXV-II) Attornment:

If any mortgagee, beneficiary, or ground lessor shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such successor and upon such successor's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such successor may reasonably request to evidence such attornment.

XXV-III) Estoppel Certificate:

Tenant agrees to provide at any time, within Ten (10) days of Landlord's written request, a statement in writing (an "Estoppel Certificate") certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified, stating the modifications), the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best of Tenant's knowledge, Landlord is in default in performance of any

covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, or ground lessor of the Premises or of Landlord's Property.

XXV-IV) Non-Recordability of Lease:

Tenant agrees not to record this Lease in the Public Records.

ARTICLE XXVI - SURRENDER OF PREMISES AND HOLDING OVER

XXVI-I) Surrender of Premises:

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in good condition, broom clean, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord. Tenant shall remove all its trade fixtures and any alterations or improvements it is permitted or required to remove, before surrendering the Premises, and shall repair any damage to the Premises caused thereby. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

XXVI-II) Holding Over:

In the event Tenant remains in possession of the Premises after the expiration or termination of this Lease, whether with the consent or without acquiescence of Landlord, and without the execution of a new Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant at will on a week-to-week tenancy. The rent during this week-to-week tenancy shall be payable weekly in advance at a rate equal to twice (200%) the sum of the Base Rent and Exterior Service Charge (plus applicable sales tax) that was payable during the last month of the Lease term, and all other charges due hereunder shall also be doubled. Such tenancy shall be subject to all other terms, conditions, covenants, provisions, and obligations of this Lease. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

XXVII-I) Entire and Binding Agreement:

This Lease contains all terms and agreements between the parties hereto with respect to the subject matter hereof, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and permitted assigns, except as may be otherwise expressly provided in this Lease.

XXVII-II) Provisions Severable:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid, or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XXVII-III) Captions:

The captions contained herein are for convenience and reference only and shall not be deemed as part

of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

XXVII-IV) Relationship of the Parties:

Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

XXVII-V) Accord and Satisfaction:

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

XXVII-VI) Corporate Status (If Applicable):

If Tenant is a corporation, limited liability company, or other legal entity, Tenant warrants that its corporate/entity status is and shall continuously be in good standing and active with the state of its incorporation/formation and the state in which the Premises are always located (Florida) at the time of execution of this Lease and thereafter. Tenant shall keep its corporate/entity status active and current throughout the term of the Lease or any extensions or renewals. Failure of Tenant to keep its corporate/entity status active and current shall constitute a default under the terms of the Lease.

XXVII-VII) Quiet Enjoyment:

Landlord covenants, warrants, and represents that it has full right and power to execute this Lease and to grant the estate demised herein. Tenant, upon payment of the rents herein reserved and performing the terms, conditions, and covenants herein contained, shall peaceably and quietly have, hold, and enjoy the Premises during the full term of this Lease, and any extensions thereof, subject to the terms of this Lease.

XXVII-VIII) Nuisance:

If, in the sole reasonable discretion of the Landlord exercised in good faith, the operation of the Premises by Tenant shall constitute a nuisance or be detrimental to Landlord's Property or other tenants by reason of noise, odors, production of excessive debris and trash, undue pedestrian or vehicular traffic, attraction of undesirable clientele, acts of vandalism or rowdiness of its clientele, or if Tenant is convicted of more than one (1) nuisance violation by a governmental authority due to the Tenant's operation of the business to be conducted at the Premises in any one (1) year period (calendar year), or from any other similar cause whatsoever, Landlord shall have the right and option to declare Tenant in default and/or cancel this Lease upon Sixty (60) days written notice to Tenant, such cancellation to be effective as of the sixtieth day after the giving of such notice.

XXVII-IX) Broker:

Each party represents to the other that they have not dealt with any broker in connection with this

Lease agreement or the property, which is the subject matter of this Lease, or if they have, that they are solely responsible for any commissions due.

ARTICLE XXVIII - CONDITION OF DEMISED PREMISES (REITERATION)

The Lessee covenants that it has examined and knows the condition of the Leased Premises, and that no representations as to the condition or repair thereof have been made by the Lessor or its agents prior to or at the time of the execution of this Lease, other than what is expressly stated herein. Upon the expiration of the Lease or any earlier termination thereof, the Lessee warrants that the property will be returned in a satisfactorily clean condition, meeting the requirements of Article XXVI-I. All work done within the property by Tenant must comply with City, Dade County, and other Municipalities' Codes and be performed using proper Permit(s) where required. NO Permit may stay Open for more than 90 days after issuance, or it shall be considered a default by Tenant.

ARTICLE XXIX - TENANT'S PERSONAL PROPERTY AND FIXTURES AT RISK

All personal property, inventory, and trade fixtures placed or moved into the demised Premises shall be at the sole risk of the Lessee and/or the owner of such property. The Lessor shall not be liable to the Lessee or any other person for any damage to, or loss of, such personal property or fixtures unless caused by the direct, sole gross negligence or willful misconduct of Lessor.

ARTICLE XXX - ATTORNEY'S FEES

The parties hereby agree that in the event it should become necessary for either party to employ an attorney to enforce any of its rights hereunder or to defend against any action brought by the other party, the prevailing party in any such litigation or dispute resolution proceeding shall be entitled to reimbursement from the non-prevailing party of all its reasonable costs and expenses, including attorney's fees and court costs, incurred in connection with the enforcement of this Lease or the collection of damages, through all trial and appellate levels.

ARTICLE XXXI - NOTICES

All notices, demands, requests, or other communications required or permitted to be given to either party hereunder shall be in writing and shall be deemed duly given: (a) upon personal delivery; (b) one (1) business day after deposit with a reputable overnight courier service, delivery charges prepaid; or (c) three (3) business days after deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed as follows:

If to Lessor: ANAYAT HUSSAINI

7408 SW 168 Terrace, Palmetto Bay, Florida 33157

Email for routine communications (not default/termination notices): a.hussaini219@gmail.com

If to Lessee:

GRISELDA CRUZ, MAYAMEX RESTAURANT, INC.

886 North Krome Avenue, Homestead, Florida 33030

Should the lessee have vacated the property then all lease related notices may be sent to the Lessee's Residence and to Attention of the Lessee **Griselda Cruz**

811 Turner Circle, Homestead, Florida 33030

Email for routine communications (not default/termination notices): Gris256@gmail.com

Either party may change its address for notices by giving written notice to the other party in accordance with this Article. Email notice is acceptable for routine communications and operational matters but not for notices of default, termination, eviction, or other legal actions unless specifically agreed otherwise in writing for such purposes or as supplementary to formal notice as described above.

ARTICLE XXXII - TIME

Time is of the essence in this Lease Agreement and for the performance of all obligations hereunder.

ARTICLE XXXIII - ADDENDUM

Addendums to this Agreement, if any, shall be listed, attached, and initialed/signed by both parties, and shall form an integral part of this Lease. (None at present unless specified).

ARTICLE XXXIV - COMPLETE AGREEMENT

This Lease contains the complete agreement of the parties in reference to the leasing of the demised Premises. No waiver of any breach of covenants herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof. In case of litigation arising from this Agreement, venue shall be in a court of competent jurisdiction in Miami-Dade County, Florida, and Florida law shall apply.

IN WITNESS WHEREOF, each of the parties has signed this agreement on the date indicated next to the party's signature. The actual effective date of this agreement is and will stand to be **June 01, 2025**, regardless of the date on which this agreement is signed.

Lessee's Personal Guaranty: Lessee **Griselda Cruz**, Personally and Individually guarantees all the items, terms, and conditions of this Lease Agreement, both morally as well as financially.

LESSEE NAME: Griselda Cruz

Signature:  _____ Date: 02/06/2025

Contact Phone #: **(786) 738-3120** Contact e-mail address **Gris256@gmail.com**

LESSOR: **ANAYAT HUSSAINI**
Signature:  _____ Date: 03/06/2025
Contact e-mail address: **a.hussaini219@gmail.com** Contact Phone #: **(305) 710-9003**.

Acceptance Note: The Lessee shall commence paying the new rent amount as stipulated herein starting June 01, 2025, which is the effective date regardless of the date of signage between parties.

Lease Agreement 886- 892_25-28 7-2pdf

Final Audit Report

2025-06-03

Created:	2025-06-02
By:	Anayat Hussaini (a.hussaini219@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnggwNSMxxVmbruYS0Tn3bU43_gQFnNYj

"Lease Agreement 886- 892_25-28 7-2pdf" History

-  Document created by Anayat Hussaini (a.hussaini219@gmail.com)
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