

# **COMMERCIAL LEASE AGREEMENT, PROPOSAL**

## **COVENANT:**

The parties, Anayat Hussaini, hereinafter jointly, severally and collectively called the Lessor or (Landlord), and **Heidi Loaisiga, (DBA) Variedades El Quetzal, Inc.**, hereinafter jointly, severally and collectively called the Lessee or (Tenant), enter into this Lease Agreement, in consideration of the following covenants, agreements, limitations, and conditions, for themselves, their heirs, successors, legal representatives, and assigns.

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 Dade County, Florida, and more specifically described as follows:

**30 – 32 NW 9<sup>th</sup> Street, Homestead, Florida, 33030**

The leased space is consisted of interior of the units **(30 and 32)**, as for structural dimension, that is from outside of Entrance wall to the back end of back wall and from the Center-to-Center line of each dividing Walls. No business shall be conducted outside of any lease property.

## **ARTICLE I – TERM:**

### **I – I) Basic Term:**

The lease term shall be for a period of Three (3) Years with the possibility of a new Lease term(s) after the first (3) years, provided that all terms of this agreement are met and both parties are willing to continue working together using the same contract or submit a new proposed lease agreement due to the inflation and market value changes, either party may choose not to renew this lease agreement.

### **I – II) Commencing Date and Extensions:**

Commencing on **May 01, 2024**, and ending on **April 30, 2027**, as provided herein. Unless extensions are made, otherwise the Lessee agrees to peacefully and quietly deliver up and quit the demised premises upon the expiration or earlier termination of this lease.

### **1 – 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.

### **I - IV - Assignment or Subletting**

Tenant may not assign this lease or sublease the Premises, in whole or in part, without written consent from the Landlord, in which it shall require a whole new Agreement before the original Tenant may be released.

### **I – V Notice to Lessor:**

Should the Lessee decide to move at the end of the first term or any time thereafter the Lessee must give a minimum of Sixty (60) days' notice to the Lessor of his/her intention to move in which case both parties shall be released from the terms of this lease agreement and the Lessor may give back any or all deposit(s), provided that the Lessee is returning the lease property in a clean and leasable condition as it is required by this agreement and pays prorated rent up to the last day of the Lessee's stay otherwise the Lessee is in default and all items in this agreement will apply. See item # II - D.

### **I – VI Notice to Lessee:**

The Lessee must inform the Lessor of his/her intention to renew or to terminate this Lease Agreement in writing within a minimum of Sixty (60) days prior to the end of the first term or any term thereafter. Should this advance request not be made, then the Lessor at its option may offer a new Lease agreement, allow a

temporary Month -to- Month at a Rent excavation price of (30%) over the amounts paid last, but never more than (6) months after the last day of the expired lease agreement. or deny any extension in which case the Lessor must inform the Lessee in

writing at least Thirty (30) days before the end of each term or any extension, thereafter, informing the Lessee of the fact that no Extensions will be made, and that the Lessee must Vacate on timely bases to receive proper rent and/or Deposit refund.

#### **I – VII Annual Increase:**

The Rent and all paid as Rent Related Charges and Fees, shall bear a **(8%)** compounded annual increases after the first year and any year thereafter and this increase may not change by the actual increase and/or decrease of said cost on State-by-State Bases or any other factor.

#### **I – VIII NONE BINDING PROVISION:**

all conversation, e-mail or text between the two parties are a form of negotiations, therefore unless the request is placed in writing and signed by all parties it shall be None Binding and that the term of this agreement supersedes all such conversation.

E-mails however are accepted by all parties as the main means of communication for sending invoices and all other request, reminding one party or the other about the actual terms of this lease Agreement and the consequences of not complying with the same.

### **ARTICLE II – USE OF PREMISES**

#### **II – I) USAGE AND OCCUPANCY:**

During the term, hereof the lessee shall use the premises as; **a general store**, on the condition that no alcoholic beverages are allowed to be sold without prior written settlement with Lessor that will include a \$300 per month fee added as additional rent. See Paragraph II – II, below.

The lessee must always keep the demised premises (interior and exterior) in a clean and in orderly condition, free from rubbish and dirt. 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 1.2 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 and 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, of the State, County and/or City where the Premises are located or the Fire Insurance Rating organization and/or the Board of Fire Insurance Underwriters, or any duly constituted subdivision, department or board thereof. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the term of this Lease insofar as the Premises are concerned and 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, or otherwise.

### **ARTICLE III RENT:**

Total Rent: The total rent is consisted of and included in detail on paragraphs: III – A, III – B, III – C, & D

#### **III – I) Itemized as Additional Rent:**

Sales tax, Water use, Prorated portions of the Garbage Collection as well as the Outside Electric use may be added to all fees and expenses and applied as additional rent, to include Paragraph (II – II) and

additional items to be listed in upcoming Paragraphs.

**Should the Lessee be in default from the previous month then the next month's rent does not receive any grace period and will be compounded in fees and added cost to all balances as late paid rent on the first day of each month.**

All proportional amounts and prorated fees are calculated and divided between the Lessees for the amount or percentages at the Lessor's sole judgment and discretion.

Additional rent and fees shall be charged from the first day of any given month and is subject to default, if not paid on time.

Fees may be compounded monthly, if unpaid rent or fees laps for 30 days or more, for each month gets its own additional rent and fees (as a part of rent), as the unpaid balances will be compounded for the number of month(s) in which full rent balance is not paid. see paragraph II-C and II-D.

### **III – II) Violations and Improper Activities:**

Permit violations, Tickets and all other possible violations from the Code Enforcement Dept, DERM or any other Municipalities in reference or related to the operation of the subject Lease property including Garbage and Recycling of the shipping and packaging material are strict responsibility of the Lessee.

Should a permit not be pulled (Lessee working without a permit) or if any permit be left open for more than Ninety (90) days, the Lessor reserves the right to demand an eviction for lack of performance in the part of Lessee.

### **III – III) Base Rent:**

Base rent as shown in (Item # II – A), is due on the first day of each month and if not paid by the fifth day, then the items # II – C, and/or II – D shall be used to determine the amount of past due rent from the first day after the signage of this agreement.

Note: Should Tenant be in default at the beginning of any month, then the 5-day grace is canceled, and the additional late fees shall become effective on the first day of each month.

In case of a late payment, **all amounts due must be paid at the Lessor's request and as a part of RENT within the three (3) day notice**, which shall be provided by the Lessor or the Lessor's Agent(s) should it become necessary.

### **III – IV) Advanced Rent:**

Rent payments are due on the first day of the month and must be paid by the Fifth day of each month during the term of this lease.

The rent shall be paid in advance and without demand. The Lessee hereby expressly covenants and agrees to pay said rent and all applicable sales tax, and to perform each and all covenant and conditions under this Lease Agreement. All rent payments shall be made without any setoff or deduction whatsoever.

### **III – V) Security Deposit Amount and the Use:**

**The Lessor requires that Zero and 00/100 dollars (\$ 0.00), be transferred at the time of signing this Lease Agreement as a security deposit. The security deposit from the previous contract of Two Thousand Eight Hundred and 00/100 dollar (\$2,800.00) shall be accepted as the total deposit and it shall be used as such.**

The Lessor may at its discretion, use any or all of the security deposit as a part of the unpaid rent or to cover any additional charges, including but not limited to the collection fees and expenses require to collect the rent.

The Lessee agrees to immediately and without delay, replace the total requested amount and to make sure that the new amount of deposit is equal or greater than the Two Months of Rent at the time of dispute or default, together with the requested amount(s) for any or all damages to the leased property.

**III - VI) Sales tax as a part of Rent:** Base Rent and all Rent related Charges and Fees must receive added Florida Sales Tax, (presently 5.5%), as a part of Rent, together with Utility and Maintenance charges and late fees.

**III - VII) Method of Payment:**

All amounts payable as Rent or related fees shall be paid and sent to the Lessor by using the TenantCloud APP, meaning that the Landlord or its Agents will list the Lessee as a Tenant, and the TenantCloud will send an invitation to fill up with the Lessee's bank information, meaning that the Lessee has accepted to be electronically billed for the Monthly Rent and the Related Fees. This is the only way Rent and related Fees are accepted; otherwise, the Tenant's deposit may be returned, and late fees will apply as if no rent was paid.

The Lessor's Account information is listed here for Emergency use only and for overnight payments, should it become necessary at the Lessor's option and at the Lessee's request, from time to time only.

**Lessor's Name: Anayat Hussaini, related Bank: BANK OF AMERICA.**

**Using Routing # 263191387 and under Account #: 1100014185141**

The Lessor may change the Bank, address and / or request a different manner to accept and to collect the rent and direct the Lessee of such changes from time to time through a written notice.

Please note that a Direct Deposit to the Lessor's account is for Emergency cases only and with acceptance in an individual cases.

**DEMANDED METHOD OF PAYMENT:**

After the initiation of this Agreement, the tenant must accept our invitation and register to pay rent through the "TENANTCLOUD" (a Computer Application) and that is the main way in which the rent will be accepted, except as noted.

**III - VIII) Late Payment of Rent and Other Fees:**

**Late fees**, for unpaid rent, shortages, or lack of payment of outside of Utilities and Garbage, if any, will be charged as unpaid rent and will be deducted from Base Rent which may have been paid, creating a shortage in the already paid Base Rent, and are entitled to a full Late Fees and charges as if the whole rent has been late, see Section II – B.

No payment is accepted as officially paid until all payments are cleared from the Lessee into the Lessor's bank, even if a check is not deposited for up to 60 days or more from the date in which a payment was made. It is the responsibility of the Lessee to ensure that the check would not be bounced, regardless of the time in which the deposit is made.

Rent amount must be previously agreed upon in writing by the Lessor and must follow the terms of this agreement. It is important to understand that no rent is paid until all payments are cleared in the Lessor's bank regardless of the day in which a deposit may have been made or a check may have been written.

All payments must be paid by the Fifth (5<sup>th</sup>) day of each month without demand, whether or not an invoice is provided or sent to the Lessee by the Lessor.

**III IX) Amount of Rent:**

The amount to be Transferred or Deposited as cash or check to cover the rent, utility and other fees must previously be agreed upon by the Lessor, and/or meet the requirements of this lease agreement, otherwise the Lessor shall demand additional payment(s) or return the incorrect deposited amount to the Lessee in order to collect the proper and/or requested amount.

The rent payment(s) shall be made or be Transferred from the Lessee's account to the Lessor's as shown herein by the Fifth (5<sup>th</sup>) day of each month, otherwise late fees and charges starts from the Due-Date. (See item III-B)

### **III - IX - A Base Rent:**

**Base Rent for the first year under contract shall be Two Thousand Five Hundred and 00/100 dollars (\$ 2,600.00) per unit, payable in twelve (12) monthly payments of Five Thousand Two Hundred and 0/100 dollars (\$ 5,200.00) each month, plus a net charge of for Outside Services (\$ 125.00) per unit which is collected as a part of Rent, will make the total base rent for each of the first Twelve Months to be (\$ 5,450.00). Total amount of Rent including Florida Sales Tax, presently (5.5%) for each month for the first twelve (12) months shall be: Five Thousand Seven Hundred Forty-nine and 75/100 dollars (\$ 5,749.75) each month.**

The total rent for the second year shall be: **(\$ 5,450.00) X (1.08) X (1.055) = \$ 6,209.73 per month**, as an example and if all payments are made on a timely basis, and the Lessee is not in default or in breach of this Lease Agreement in any way or manner, otherwise items # III - B, III - C, III - D shall determine the actual amount of the rent.

### **III - IX - B Late Paid Rent:**

The monthly rent excluding Sales Tax, in the event of late or short payments of Rent or other Breach from this agreement in the part of Lessee, for no payment of rent, utilities or other Rent Related charges shall bear a **One Hundred and 00/100 (\$ 100.00)** initial fee per unit plus additional **Ten dollars (\$ 10.00) per unit per day and for each Unit per month separately until all amounts are paid in full** and that this amount shall be charged to the Lessee for each unit under the Lessee's possession. 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 - IX - C Taxes and Fees as a Part of Rent:**

Presently, 6.5% Sales tax shall be added to all rent related charges should the Lessee be late in payment, then the sales tax shall be added to the item III - B.

### **III - IX - D Rent Withhold:**

At times specially at the beginning of a new Lease Agreement, the Lessor may agree to withhold a number of days' worth of rent in order to help the Lessee set up his/her business and be productive, in the form of a temporary discount or withhold collecting the same.

Said discount must be based on good tenancy with a history of no default, from the terms of this agreement for the entirety of the three (3) year term, of which the privilege shall be removed in event any default on the part of the Lessee, or if any payment of rent is late and/or not paid in a timely manner. The Lessee must then pay back to the Lessor a prorated rent amount which was withhold.

### **III - IX - E Outside Electric, Security, Maintenance and Disposal fees as a part of Rent:**

Use of Common Garbage Container, Out-side Electric Service for the security of the Shopping Center are obtained from the City of Homestead (for the center as whole), and the cost is billed to and paid for by the Lessor, said cost may be distributed Between the tenants and paid by the individual Lessee(s) in a percentages to be decided by the Lessor at the lessor's sole judgement which may include a managing fee as a part of billing.

The lessee may choose to charge a set amount of, not less than **One Hundred Twenty-Five and 00/100 dollar (\$ 125.00) per unit-per month**, as a minimum charge per unit to cover those Exterior Service Charges but the type of occupancy shall guide the actual shear per unit charges at the lessor's option.

Any and all itemized charges made as an additional rent per month per unit, shall be charged. an additional (5%) management fee from the Lessee to the Lessor.

## **ARTICLE VI SUMMARY OF ALL CHARGES**

Page 5 of 22 Initials: HL , AH

## **VI – I Electric, Water and Related Charges:**

The Lessee agrees to, immediately after the signage of this agreement, open account(s) with Electric, water and other utility companies and pay for his/her own use of the Electric water and Sewer/drainage charges as well as any deposit or setup fees required by the Governing City and if the Lessee's water supply is cut off for any reason related to the same, it will not be the responsibility of the Lessor, during this change process and the Lessee is fully responsible for reconnection of the water, required deposit and all related expenses for each own usage.

Any and all unpaid Utility bills, late fees and any other charges, if paid by the Lessor, same shall be charged back to the Tenant with added 20% service fee.

## **VI – II Charge back to Tenants:**

The paid rent for any given month will first pay any and all Tenant related fees and expense which is paid or must be paid by the Landlord such out-side Electric Use which is for the parking Lot Lighting and for the safety of the Tenants and their businesses or for any other fees imposed within this Lease Agreement.

To the extent any such utilities and/or services are not separately metered, the Lessee shall pay the Lessee's share thereof to the Lessor. If at any time in the Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs, including a (20%) managing fee due to the Lessor by the Lessee..

## **VI – III Tenant's Taxes**

Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises.

In addition, should the taxing authorities increase the real estate tax rate or appraised value of the property or include in a Real Estate Tax Bill the value of any improvements made by Tenant, or include machinery, equipment, fixtures, inventory or other personal property or assets of the Tenant, then Tenant shall also pay 100% of the Personal Property Taxes and Real Estate Taxes for such items or increase. If Tenant fails to remit such full payment to Landlord, Landlord at its sole discretion, may deduct the amount due from Tenant's Security Deposit and be entitled to all other rights and remedies hereunder for Tenant's default including the holding and keeping all Trade Fixtures and other Tenant's belonging as a part of lost Rent and related fee's.

Should any governmental taxing authority, acting under any present or future law, ordinance, or regulations, levy, assess or impose a tax, excise, and/or assessment (other than income or franchise tax) upon or against or in any way related to the land and buildings comprising the Premises or Property, either by way of substitution or in addition to any existing tax on land and buildings or otherwise, Tenant shall be responsible for and shall pay to Landlord its proportionate share as set forth above of such, tax, excise and/or assessment

## **ARTICLE V – REPAIRS & MAINTENANCE:**

### **V – I Maintenance on the Part of the Lessor:**

The Lessor is responsible for Roof maintenance and keeping the yard reasonably clean.

Lessor shall keep the foundation and the roof of the building in good condition and shall make structural repairs and replacements including additions and improvements as he/she find necessary.

**In case of an ordinary Leak, the Lessee must give the Lessor a reasonable amount of time thereafter to make any such repair. Should there be a leak, because of unfortunate act of God such as hurricanes and other natural disasters, the Lessor may not be able to do such repair in a timely manner.**

If such repair(s) are not possible to be made in a timely manner, or it is not economically possible, then the Lessee may cancel this lease agreement by giving an additional Fifteen day notice to the Lessor, no

sooner than Thirty (30) days from the date of the first notice in which the Lessee may request to terminate this agreement and therefore receive back its original deposit and / or over paid rent, after any or all necessary deductions are made.

**V – II Maintenance on the Part of the Lessee:**

The Lessee is responsible for all interior building maintenance and repair including the Store Front Glass and Entrance door(s) in respect to Hinges and Locks, for it has been provided in a working condition and may be misused by their customers. The Lessee must keep the same in good workable condition, in respect to the lubrication and routine maintenance.

The Air Conditioning system originally provided in a working condition or if has been leased as is for a discount in rent must be kept in a repaired and working condition always, by the Lessee including but not limited to a full replacement should it become necessary. In addition, the Lessee shall:

- A) Lessee shall repair ordinary wear and tear and not let the Lessor suffer any lost or permit any strip or waste of the demised premises. The Lessee shall also be responsible for any damage(s) done to the lease property by its own negligent or inflicted by his or her staff, officers, employees or customers as an act of revenge or otherwise to the exterior as well as interior or any part of the lease property.
- B) If the Lessor is required to make repairs by reason of the law or demands from the Municipal Authorities which is due to any intentional act, omission or negligence of Lessee, there respective employees, agents, invitees, licensees or contractors, the cost of such repairs shall be the responsibility of the Lessee and shall be due and payable immediately upon receipt of Lessor's notification to the Lessee of the amount due.
- C) The overall cleanup of the outside and front of each unit and within the parking spaces in front of each unit of the lease premises is the Lessee's responsibility and the Lessee covenants to keep in good condition during the term of this lease, and any renewals hereof, the demised premises, and will keep the same in a good, sound and clean condition.

**D) Garbage or Solid Waste Disposal:**

Lessee shall be responsible to dispose of his/her own Garbage and recycling material accumulation because of his/her type of business and shall properly Dump and Recycle the same, however because it is a City Ordinance to have A designated Garbage Bin for the whole Center and for SOLID WAIST ONLY, in which the Landlord is to pay the fees to the City or the Service Provider and charge a set fee to all Tenants to cover the cost of the same, said charge may include a 5% management fee.

- E) The Lessee must help maintain the outside of the Garbage Bin Clean by never overloading the Garbage Bin/Container and keep the outside of the same free from Garbage and Debris out-side of the lased area and around the Large Garbage and Recycling Bins.  
and charge a set fee to all Tenants to cover the cost of the same.

**F) Cardboards and other Recycling Material:**

The proper Disposal of Cardboards and all other Packaging and Shipping Material in which a Tenant Receives his/her Inventory must be properly disposed of by the Lessee without any liability to the Lessee and the Lessee must either carry out the same or pay someone to dispose of his/her Recycling Material without any liability to the Lessor.

**G) Compliance with Laws and Regulations:**

The Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations concerning the use, occupancy, and maintenance of the leased premises, including obtaining any necessary permits and licenses.

**H) Pest Control:**

The Lessee shall be responsible for routine pest control within the leased premises. In the event of a pest infestation, the Lessee shall promptly engage a licensed pest control professional to address the issue at the Lessee's expense.

**G) Claims of Mold and Mildew:**

As the Lessor is responsible for to correct roof leakages, provided that same is not through the body or the Legs of the Air Conditioning which may be installed on the Roof, in which the Lessee is responsible to correct and fix.

The lessee is fully responsible to remove any related Mold, Mildew, Funguses, and other leak related issues.

**V - III Outside clean up and yardwork as a Part of Rent:**

The Lessor has retain a Cleanup Crew who comes weekly to keep the general parking lot area clean and to maintain the yardwork, but the individual Tenants are responsible to keep the front, back and around their own unit clean and free of debris, cans and bottles throughout the parking spaces in front and/or back of their own space(s) as well as in front of the immediate neighbor's parking space, clean daily or as needed, even for their Neighbors, if such neighbor does not sell food or beverages.

At the Lessor's discretion, if a Tenant is generating such a larger volume of trash than expected as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs.

**Summary of Charges:**

As a general rule the Lessee is responsible for all cost related to Maintenance and Security of the Building. The paid rent for any given month will first pay any and all Tenant related fees and expense which are paid or must be paid by the Landlord such out-side Electric Use which is for the parking Lot Lighting and for the safety of the Tenants and their businesses or for any other fees imposed within this Lease Agreement, the paid rent for any given month will first pay any and all Tenant related fees and expense which are paid or must be paid by the Landlord such out-side Electric Use which is for the parking Lot Lighting and for the safety of the Tenants and their businesses or for any other fees imposed within this Lease Agreement.

To the extent any such utilities and/or services are not separately metered, the Lessee shall pay the Lessee's share thereof to the Lessor. If at any time in the Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs.

Any and all unpaid Utility bills, late fees and any other charges, if paid by the Lessor, same shall be charged back to the Tenant with added 20% service fee.

**ARTICLE VI INTERIOR UTILITIES:**

**Applications and Connections:**

All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessee only, and the Lessee shall be solely liable for utility charges as they become due. The Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes and fees thereon. Any portion of the paid rent for any given month will first pay such utility cost.

The Paid Rent for any given month will first pay any and all Tenant pass due Rent and related fees - expense which are paid or **must be paid** by the Landlord such out-side Electric Use which is for the parking Lot Lighting and for the safety of the Tenants and their businesses or for any other fees imposed within this Lease Agreement.

To the extent any such utilities and/or services are not separately metered, the Lessee shall pay the Lessee's share thereof to the Lessor. If at any time in the Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash

as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs.

All unpaid Utility bills, late fees and any other charges, if paid by the Lessor, said charges must be charged back to the Lessee, with added 20% service fee payable to the Lessor.

#### **ARTICLE VII – ALTERATION AND MODIFICATIONS:**

##### **VII – I Written Request:**

The Lessee shall make no 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). 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 Governing City and Municipalities may require.

##### **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. All such alterations and improvements shall be made in a good workmanlike manner and in accordance with all valid requirements of City, Municipal and other Governmental Authorities and using proper permits as maybe 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 shall belong to the lessor and become a part of the premises, should any permanently installed item perform under proper repairs to bring the leased premises to its original condition.

#### **ARTICLE VIII AS IS CONDITION:**

The Lessee has signed this agreement based on As Is condition of the lease property and it is the lessee's responsibility to know or find out, prior and before the signage of this agreement, all about the Use and Occupancy requirement or its type of business and to make sure he/she can conduct business in the said location and that its type of business is (and will be) in compliance with Dade County Building and Zoning and the City in which the property maybe located at, and to check for its own use and specific occupancy needs and to make any or all necessary changes to the unit, so it could meet their or its business code requirements.

Because the building is old, some of the interior work done by the previous lessee's may not be up to the code or may vary from the today's code requirements, all such changes are the responsibility of the lessee.

#### **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), the lessee must provide the lessor with a signed and notarized RELEASE OF LIEN from said contractor before any work can begin. Should a lien be placed by anyone, on the leased premises, the lessee is fully responsible to make sure such lien is removed and or paid for, within three (3) days after the lessor has notified the lessee of such lien or the receival of a Notice to Owner.

#### **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 to inspecting the same, preventing waste, and making such repairs to the demised premises as the Lessor may desire, but 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 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, and the rent shall not abate while such repairs, alterations, replacements at, improvements are being made by reason of loss or interruption of Tenant's business due to the performance of any such work, and;

B) Show the Premises to prospective purchasers, lenders and 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 without rendering Landlord liable therefore 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 product for restocking and for daily use, as such, DELIVERY TRUCKS ARE NOT TO BE PARKED IN THE AREA IN FRONT OF THE LARGE GARBAGE AND RECYCLING BINS or block any existing driveways.

#### **ARTICLE XIII – SIGNS AND ADVERTISEMENT:**

No writing or painting is allowed on the wall, glass, doors or anywhere on the outside of the building, no signs or advertising billboards, framed or unframed, wooden, plastic or any other material is allowed, without the lessors written consent.

Lessor may, at their discretion, provide or have provided a Pylon Sign Box in which case should any space be available and at the Lessor's option a given amount of space maybe allowed for the Lessee to place its Sign its placement, the Lessee shall provide appropriate polycarbonate or other material in a proper size and Thickness to be installed so to advertise his/her business using proper Permits from the Local government for a set Monthly fee, accepted by an Addendum to this lease Agreement.

#### **XIII – I Signs, Awnings and Canopies:**

Tenant shall keep insured and shall always maintain its sign in good, repaired condition and shall maintain all required approvals and permits for sign at all times. If any damage is done to Tenant's sign, Tenant shall repair sign within Fifteen (15) days or Landlord at his/her option shall have the right to repair such sign and bill the Tenant for cost of the repairs.

Any sign, awning, canopy or advertising matter or decoration of any kind, erected or placed by Tenant in violation of the preceding 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 OUTSIDE PYLON SIGN**

The outside Street Pylon Sign is the property of the landlord, and should the Lessee choose to Advertise with-in the Street Sign, the Lessee must negotiate with the Lessor in reference to a monthly fee as additional rent.

Any other possible signages may be installed if it meets city and municipal rules and regulation and mainly must be accepted and approved by the Lessor, in writing.

#### **ARTICLE XIV – OBSTRUCTION OF THE SIDEWALK:**

Sidewalks are for customers and passerby's convenience and safety, and mainly designed to a minimum width required for a Handicapped person and it shall not be blocked in any way by the lessor and his/her associates by placing Advertisement items or for any other reason whatsoever.

#### **ARTICLE XV – CONTROL, USE AND MAINTENANCE OF COMMON AREAS:**

Common areas are all the areas and facilities including 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 inside of the lease property, fenced or unfenced, assigned or not assigned to the said lessee, closed or open to the public, are hereby considered common area and to improve, maintain or make changes to the common area is in sole discretion of the lessor and the lessor shall have the option as to whether or not to make any repair, change, remove or replace the same or leave all as is.

**XV – I 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 its use. Lessor may assign garbage container area(s) or not allow any garbage container(s) to be placed any where around the building, at which case it, is the responsibility of the lessee to find a way for disposal of its own solid waste as well as any other collected debris.

**XV – II Parking Area:**

The Parking area is designed to be used by lessee, his/her customers and associates and for their intended business only, the lessee is to respect the right of other lessees. The lessor will, at their discretion, choose to have improperly parked cars or vehicles removed from the premises or may have the violating lessee removed, for the reason of default from this agreement for parking broken vehicles or just to advertise the sale of a vehicle.

The lessor has the right to construct, maintain and operate lighting, refuse storage or removal off parking and other facilities, to restrict parking, to discourage parking by persons not areas or facilities to such extent as may, in the opinion of the lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, and to do and perform such other acts in and to said areas and improvements as in the exercise of good business judgment, the lessee shall determine to be advisable with a view of improving the convenience and use thereof by the lessee and persons having business with the lessee.

**Parking Lot Closing Time:**

**It is noted that for the purpose of safety and to make sure that the General Public will not abuse our property is that the whole Center must be fully closed at mid-night and that any vehicle till parked within the property will be Towed away at the Owner's expense.**

**XV – III the Lessor's Rights:**

Lessor's rights accruing to the lessor 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 are hereby made a part of this lease, and the lessee's failure to keep and observe the said rules and regulations shall constitute a breach of the terms of this lease in the manner as if the same were contained herein as covenants. 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 – INSURANCE AND INDEMNIFICATION:****XVII – I Tenant Insurance:**

Tenant shall maintain, at its own cost and expense, with responsible companies approved by Landlord, all insurance for the Property and structures including combined single limit, public liability insurance, insuring Landlord as additionally Insured and the Tenant, as their interests may appear, against all claims, demands or actions for bodily injury, personal injury or death of any one person in an amount of not less than \$1,000,000.00; and for bodily injury, personal injury or death of more than one person in any one accident in an amount of not less than \$1,000,000.00; and for damage to property in an amount of not less than \$1,000,000.00. Landlord shall have the right to direct Tenant to increase such amounts whenever it considers them inadequate. Such liability insurance shall also cover and include all signs maintained by Tenant. The policy of insurance may be in the form of a general coverage or floater policy covering these and other premises, Landlord is specifically insured therein. Tenant shall carry like coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in the Premises. Tenant shall maintain insurance covering all glass forming a part of the Premises including plate glass in the Premises and fire insurance against loss or damage by fire or windstorms, with such endorsements for extended coverage, vandalism, malicious mischief and special extended coverage as Landlord may require, covering 100% of the replacement costs of any items of value, including but not limited to signs, stock,

inventory, fixtures, improvements, floor coverings and equipment. All said insurance shall be in form and in responsible companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after Thirty (30) days prior written notice to Landlord. Any insurance procured by Tenant as herein required shall contain an express waiver of any right of subrogation by the insurance company against Landlord. The policies, together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord with evidence of proof of payment 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 obtain the same and any costs incurred by Landlord shall be payable by Tenant upon demand.

#### **XVII - II Additionally Insured:**

In all Insurance Policies requested The Tenant must Request from His/her insurance provider(s) to immediately have The Landlord and the managers of the Property added as Additionally Insured in following format.

Anayat Hussaini, the Lessee, His Agents and companies in which the Lessor/Owner(s) may have interest in, such as ASN & N Investment Group, LLC., are shown as additionally Insured in the Policies and must accordingly be shown in all Certificates of Insurance to be provided within a maximum of (30) Days after the signage of this lease agreement.

#### **XVII - 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.

Tenant shall not knowingly use or occupy the Premises or any part thereof or suffer or permit the same to be used or occupied for any business or purpose deemed extra hazardous on account of fire or otherwise.

#### **XVII - IV Construction Insurance and Indemnity:**

Tenant shall indemnify and hold harmless from all claims for loss or damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant under the terms of this Lease, including all costs, damages, expenses, court costs and attorney's fees incurred in or resulting from claims made by any persons or persons, their agents, employees, customers and invitees.

Before undertaking any alterations or construction, Tenant shall obtain and pay for a public policy insuring Landlord and Tenant against any liability which may arise on account of such proposed alterations or construction work in limits of not less than \$1,000,000.00 for any one person, \$1,000,000.00 for more than one person in any one accident and \$200,000.00 for property damage, and a copy of such policy shall be delivered to Landlord prior to commencement of such proposed work. Tenant shall maintain fire insurance with extended coverage in the name of Landlord and Tenant as their interest may appear in an amount adequate to cover the cost of replacement of all alterations, decorations, additions or improvements in and to the Premises and all trade fixtures therein, in the event of fire or extended coverage loss. Tenant shall deliver to Landlord copies of such fire insurance policies which shall contain a clause requiring the insurer to give Landlord Ten (10) days' notice of cancellation of such policies.

Tenant shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such related litigation in connection with enforcing the covenants and agreements of this Lease, including but not limited to the indemnity and hold harmless from such charges.

#### **XVII - V Mechanic's and Construction Liens:**

If by reason of any alteration, repair, labor performed, or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's lien or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Premises, Tenant shall discharge or remove the lien by bonding or otherwise within Fifteen (15) days after the notice from Landlord to Tenant of the filing of same. Notwithstanding any provision of this Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of the Landlord in the

Premises to any construction, mechanic's or materialmen's liens or liens of any kind, nor shall any provision contained in this Lease ever be construed as empowering the Tenant to encumber or cause the Landlord to encumber the title or interest of Landlord in the Premises.

Landlord and Tenant expressly acknowledge and agree that neither the Tenant nor any one claiming by, through, under or against the Tenant, including without limitation contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any construction, mechanic's or materialmen's liens of any kind whatsoever upon the Premises nor upon any building or improvement thereon, on the contrary, any such liens are specifically prohibited. All parties with whom the Tenant may deal are hereby put on notice that the Tenant has no power to subject the Landlord's interest in the Premises to any claim or lien or any kind or character and any persons dealing with the Tenant must look solely to the credit of the Tenant for payment and not to the Landlord's interest in the Premises or otherwise.

Any lien filed against the Premises in violation of this paragraph shall be null and void and of no force or effect. In addition, Tenant shall cause any lien filed against the Premises in violations of this paragraph to be canceled, released, discharged and extinguished within Fifteen (15) days after Tenant receives notice of filing and shall indemnify and hold the Landlord harmless from and against any such lien and any costs, damages, charges and expenses, including but not limited to court costs and attorney's fees incurred in connection with or with respect to any such lien.

#### **XVII – VI Trade Fixtures:**

All trade fixtures and equipment installed by Tenant in Premises shall be new or completely or professionally.

reconditioned and shall become the property of the Lessor, if the installation of the same requires a Permit or is connected to the existing Structures.

Items such as including counters, shelving, showcases, chairs, and movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building, provided this right is exercised before the Lease is terminated or during the Ten (10) day period immediately following such termination and provided that Tenant shall repair any damage to the Premises caused thereby and replace any trade fixtures, equipment or other property of Landlord which Tenant removed at the commencement of the Lease. The right granted Tenant in this Paragraph shall not include the right to remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, items permanently affixed to the Premises, floor-coverings (including wall-to-wall carpeting) glued or fastened to the floors or any paneling, tile or other materials fastened or attached to the walls or ceilings, all of which shall be deemed to constitute a part of the freehold, and, as a matter of course, shall not include the right to remove any fixtures or machinery that were furnished or paid for by the Landlord. The Premises and the immediate areas in front, behind and adjacent to it shall be left in a broom-clean condition. Should Tenant fail to comply with this provision, Landlord may deduct the cost of cleanup from Tenant's Security Deposit. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease or within Ten (10) days thereafter, such fixtures and other property not removed by Tenant, shall be deemed abandoned by Tenant, and, at the option of the Landlord, shall become the property of the Landlord.

#### **XVII – VII Lessor's Indemnity:**

Tenant during the term hereof shall indemnify and save harmless Landlord from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the Premises and immediately adjoining the Premises and arising out of the use and occupancy of the Premises by Tenant, or occasioned wholly or in part by any act of omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, excepting however such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by negligence of Tenant, Tenant's agents, employees, contractors, invitees, customers or visitors, then in such event Tenant shall hold Landlord harmless. In case Landlord shall without fault on its part become and be made a part to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this Lease, including but not limited to the indemnity and hold harmless provisions.

#### **ARTICLE XVIII – DAMAGE, DESTRUCTION, AND CONDEMNATION:**

## **XVIII – 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. The damage shall promptly be repaired by Landlord at Landlord's expense, provided the 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, and that in no event shall Landlord be required to replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment.
- 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, 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 floor area of the Premises. 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 such repairs.
- C) No damage or destruction of the Premises or the buildings shall allow Tenant to surrender possession of the Premises nor affect Tenant's liability for the payment of rent or any other covenant herein, except as may be specifically provided in this Lease. Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the buildings and may its own option cancel this Lease unless the damage or destruction is a result of a casualty covered by Landlord's insurance policy.

## **XVIII – II Condemnation:**

- A) Total: 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.
- B) Partial: 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 determined by Landlord, then this lease and the term herein shall cease and terminate as aforesaid. 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 rent shall be reduced in the same proportion that the area of the Premises taken bears to the original area leased and Landlord shall, upon receipt of the award of condemnation, make all 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 amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord.
- C) Termination: If more than Twenty (20%) percent of the floor area of the building upon the Property shall be taken as, aforesaid, Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as aforesaid.
- D) Rent on Termination: If this Lease is terminated as provided in this paragraph the rent shall be paid up to date that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.
- E) 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 although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business, fixtures and improvements installed by Tenant at its expense.

## **ARTICLE XIX – DEFAULT:**

### **XIX – I Default in the Part of the Lessee:**

- A) Landlord may, at its option, terminate this Lease, as provided below and take the action outlined in Paragraph XIX -II, hereof, IF:
  - i. Tenant defaults in the payment of any rents or any other payments when due and such default shall continue for Five (5) days after 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) The default so specified shall be of such a nature that the same cannot be reasonable cured or remedied within said Five (5) day period, 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) days after notice from Landlord; OR
- D) At any time during the term should there be filed by or against Tenant or against 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 the 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 written consent of Landlord, not to be reasonably withheld; OR
- F) Tenant does, or permits to be done, any act which creates a construction or mechanic's lien or claim therefore against the Premises or Landlord's Property; OR
- G) Tenant fails to furnish Landlord with a copy of dated Invoice showing the Pump-Out and Maintenance of the Grease Interceptor. Any insurance policy is required to be furnished by Tenant to Landlord when due, or any other lawful request and such default shall continue for Five (5) days after written notice from Landlord, after which time Landlord may elect:
  - i. To terminate this Lease, or
  - ii. To access and collect an administrative fee of Five dollars (\$ 5.00) for each day said Insurance policy has not been renewed or received in the office of the Landlord at the close of each business day.
- H) Reason for Dismissal and Cancelation of this Lease Agreement:  
Any type of Citation or Ticket generated by any City or Government Authority and cannot be revolved within a maximum of 15-Day Notice to cure may not be corrected and would be a reason for the Landlord to cancel and dismiss this Lease Agreement.
- I) 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 no higher than One Hundred Thousand 00/100 dollars (\$ 100,000.00).

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.

#### **XIX – 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 to reentry and may remove all persons and property from the Premises and 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 notice or resort to legal process, all of which Tenant expressly waives, and 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 behind 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 to 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 a 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 and all amounts shall be immediately due and payable from Tenant to Landlord.

#### **XIX – 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. In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recover all costs, including reasonable attorney's fees.

Notwithstanding anything in this Lease to the contrary, Landlord reserves all rights which any state or local laws, rules, regulations or ordinances confer upon a Landlord against a Tenant in default.

This article shall apply to any renewals or extension of this Lease Agreement.

If it is necessary to bring suit to enforce or seek a declaration under the terms of this Lease, the parties hereto agree that any court of competent jurisdiction situated in Miami-Dade County, Florida shall have venue of such action.

This agreement shall be deemed to have been made in Miami-Dade County, Florida, and shall be interpreted, and the rights and liabilities of the parties hereby determined in accordance with the laws of the State of Florida, and the Tenant hereby designates its employees at any time working at the Premises as their agent for the purpose of accepting service of any process. Tenant agrees that said agent may notify Tenant of service of process by mailing a certified copy of said process to the Tenant at the Tenant's

address listed herein.

#### **XIX – 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 or possession of the Premises or any other monies that may be due or become due from the Tenant, including all expenses, court costs and attorney's fees and disbursements incurred by Landlord in recovering possession of the Premises and all costs and charges for the care of the Premises while vacant. Any entry or reentry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

#### **ARTICLE XX – RIGHT TO REENTER:**

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 three (3) days after written notice of such default shall have been given to the lessee, or if the lessee or any guarantor of this lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against the lessee of this lease in any court pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or all or a portion of the lessee's or any such guarantor's property, or if the lessee or any such guarantor makes any assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if the lessee shall abandon said leased premises or suffer this lease to be taken under any writ of execution, then the lessor, besides other rights or remedies it may have, shall have then immediate right to re-enter and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the lessee, all without service of notice or resort to legal process and without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

#### **ARTICLE XXI – THE LESSOR'S LIEN:**

It is understood and agreed that in addition to the statutory lien for rent which the lessor has, the lessor shall also have an express 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, and 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.

#### **ARTICLE XXII – TRADE FIXTURES:**

It is agreed by the parties to this lease, that at the termination of this lease, in the event the lessee is not in default with respect to any of the terms and conditions of this lease, the lessee may remove all the trade fixtures of the lessee 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.

#### **ARTICLE XXIII – TAXES:**

##### **XXIII – I Business and Operating Taxes:**

The lessor 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 by the state of Florida or any political subdivision thereof, upon the land and improvements hereby leased to the lessee.

No payment of the taxes, fees and other related expenses however does not mean that the lessee could or should withhold a part or any portion of the rent to the lessor and / or the lessor's agent.

The lessor shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other personal property installed in said premises or brought thereon by the lessee or others, but such shall be the obligation of the lessee and the lessee agrees that it will promptly pay all such taxes or assessments as the same become due, if the lessee is not being in

default or breach of this agreement, should the lessee be in default, then the lessee shall pay all related taxes as a part of its rent in a proration for the duration of the time that lessee is in default. Tenant covenants and agrees to pay promptly when due all taxes imposed upon its business operations and its personal property situated in the Premises.

#### **XXIII – II Other Taxes Paid by the Tenant:**

In addition, should the taxing authorities increase the real estate tax rate or appraised value of the property or include in a Real Estate Tax Bill the value of any improvements made by Tenant, or include machinery, equipment, fixtures, inventory or other personal property or assets of the Tenant, then Tenant shall also pay 100% of the Personal Property Taxes and Real Estate Taxes for such items or increase. If Tenant fails to remit such full payment to Landlord, Landlord at its sole discretion, may deduct the amount due from Tenant's Security Deposit and be entitled to all other rights and remedies hereunder for Tenant's default.

Should any governmental taxing authority, acting under any present or future law, ordinance, or regulations, levy, assess or impose a tax, excise, and/or assessment (other than income or franchise tax) upon or against or in any way related to the land and buildings comprising the Premises or Property, either by way of substitution or in addition to any existing tax on land and buildings or otherwise, Tenant shall be responsible for and shall pay to Landlord its proportionate share as set forth above such tax, excise and/or assessment.

### **ARTICLE XXIV - SUBORDINATION:**

#### **XXIV – I Mortgage Financing:**

Tenant shall, upon request of either Landlord, the holder of any mortgage or Deed of Trust hereafter placed on the Landlord's interest in the Premises or future additions thereto, and to any ground lease hereafter affecting the Premises, execute and deliver upon demand, such further instruments subordinating this Lease to the lien of any such mortgage or mortgages, and such ground lease, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagees and ground lessors and that the rights of Tenant shall remain in full force and effect during the terms of this Lease and any extension thereof, notwithstanding any default by the mortgagors with respect to the mortgages or any foreclosure thereof, or any default by the ground lease; so long as Tenant shall perform all of the covenants and conditions of this Lease, Tenant agrees to execute all agreements required by Landlord's mortgagee or ground lessor or any purchaser at a foreclosure sale or sale in lieu of foreclosure by which agreements Tenant will attorn to the mortgagee or purchaser or ground lessor. Tenant shall not be obligated to subordinate to any mortgage which requires monthly payments of principal and interest in an amount in excess of the monthly rent due under this Lease. Tenant shall be entitled to cure any monetary default on any mortgage to which the Lease has been subordinated and shall obtain a credit against the next succeeding rent payments due under the Lease to the extent actually paid by Tenant.

#### **XXIV – II Assignment and Sublet:**

The lessee may assign this lease or sublease the demised premises, or any portion thereof, only with the Prior written consent of the lessor, in which the lessee will pay for damages to the leased property on and up to that point, at which time at the option of the lessor a change of contract, amount of rent and a new amount of deposit may be requested by the Lessor.

In the above case, a release from the original lease must be signed between the lessor and the lessee before any other lease can be signed or the lessee shall continue to remain liable and responsible for the payment of rents and the performance of all other terms, covenants and conditions of this lease.

Tenant may not assign this lease or sublease the Premises, in whole or in part.

#### **XXIV – III Non-Recordability of Lease:**

Tenant agrees to not record this lease.

#### **XXIV – IV Surrender of Premises and Holding Over:**

At the expiration of the tenancy, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures and any alterations or

improvements, subject to the provisions of Paragraph 7.5, 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. In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, whether or not with the consent or 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 and in no event on a month-to-month or on a year-to-year tenancy. The rent during this week-to-week tenancy shall be payable weekly at twice the rent, and twice all other charges due hereunder, and it shall be subject to all the 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.

#### **XXIV – V Estoppel Certificate:**

Should an Estoppel Certificate and/or any other form(s) which may be requested by the Financing Authorities; Tenant agrees to provide at any time, within Ten (10) days of Landlord's written request, a statement 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, and the dates, to which the rent and other charges have been paid in advance, if any. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Premises or of Landlord's Property.

### **ARTICLE XXV – MISCELLANEOUS PROVISIONS:**

#### **XXV – I Entire and Binding Agreement:**

This Lease contains all of the agreements between the parties hereto, 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, Tenant shall pay Landlord or any and all legally-related expenses which may be incurred by Landlord in connection with the review or preparation of all lease-related documents including, without limitations, consents, amendments, modifications and assignments therewith. 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 assigns, except as may be otherwise expressly provided in this Lease.

#### **XXV – II Provisions Servable:**

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.

#### **XXV – 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.

#### **XXV – 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 or Tenant.

#### **XXV – 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, and 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.

**XXV – VI Corporate Status:**

If Tenant is a corporation, Tenant's corporate status shall continuously be in good standing and active and current with the state of its incorporation and the state in which the Premises are located at the time of execution of this Lease and at all times thereafter and Tenant shall keep its corporate status active and current throughout the term of the Lease or any extensions or renewals Failure of Tenant to keep its corporate status active and current shall constitute a default under the terms of the Lease.

**XXV – VII Quiet Environment:**

Landlord covenants, warrants and represents that it has full right and power to execute this Lease and to grant the estate demised herein and that 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.

**XXV – VIII Nuisance:**

If, in the sole 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 by reason of noise, production of debris and trash, 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 due to the Tenant's operation of the business to be conducted at the Premises in a one (1) year period (calendar year), or from any other cause whatsoever, Landlord shall have the right and option to cancel this Lease, and any option period contained therein, upon Sixty (60) days written notice to Tenant, such cancellation to be effective as of the sixtieth day after the giving of such notice. In the event of such cancellation, the security deposit then held shall be refunded in the same manner as if this Lease had been terminated as of the expiration date and rent shall be prorated for any calendar month in which the Tenant shall not be in occupancy for the entire month.

**XXV – IX Broker:**

Each party represents to the other that they have not dealt with any broker regarding this Lease agreement or the property which is the subject matter of this Lease.

**ARTICLE XXVI – CONDITION OF DEMISED PREMISES:**

The lessee covenants that it has examined and knows the condition of the leased premises, and that he/she is aware of all needed repairs and or replacements including but not limited to plumbing, electrical and mechanical 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. Upon the expiration of the lease or any earlier termination thereof, the lessee warrants that the property will be satisfactorily clean.

**ARTICLE XXVII - WAIVER:**

It is agreed that the failure of the lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereunder or to exercise any remedy, privilege, or option herein conferred upon or reserved to the lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege option or remedy, but the same shall continue in full force and effect. The receipt, by the lessor of rent, or additional rent, or of any other payment required to be made by the lessee, or any part thereof, shall not be a waiver of any other rents, or additional rents or payments then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach and or as a waiver by the lessor of any of the provisions hereof, or any of the lessor's rights, remedies, privileges, or options hereunder.

**Note:**

All work done within the property must be complying with City, Dade County and other Municipalities Code and using proper Permit(s).

NO Permit may stay Open for more than 90 days after issuance or the Lessor (tenant) shall vacate the Premises as with any other Default.

**ARTICLE XXVIII – TENANTS PERSONAL PROPERTY AND FIXTURES:**

All personal property and fixtures placed or moved in the demised premises shall be at risk of the Lessee and/or the owner of such property thereof. The lessor shall not be liable to the lessee or any other person

who may be related to the lessee in any way, financially or otherwise.

#### **ARTICLE XXIX – LESSOR’S LIEN:**

The Lessee hereby pledges and assigns the Lessor all the Furniture, fixtures, goods, and chattels of Lessee, which shall or may be brought or put on the demised premises and for the Lessor to hold and keep the same as security for the payment of any unpaid rent and related expenses which are charged as a part of rent.

#### **ARTICLE XXX – ATTORNEY’S FEES:**

The parties hereby agree that in the event it should become necessary for either part to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorney's fees which may reasonably be incurred in connection with the enforcement of this lease or the collection of damages.

#### **ARTICLE XXXI – HOLDING OVER:**

In the event the lessee shall occupy the demised premises with or without the consent of the lessor after the expiration of this lease or any renewal thereof, and the rent is accepted from the said lessee by the lessor, such occupancy and payment shall be construed as an extension of this lease for the term of one month only from the date of expiration.

#### **ARTICLE XXXII – TENANTS STATEMENT:**

Upon demand from the lessor, his/her Agent's or any prospective purchaser or for mortgage or any other reason, the lessee agrees to promptly execute a written statement of the condition of this lease including the amount of rent, date paid amount of deposits or any other cash which may be kept by the lessor from the lessee within two days or 48 hours from the initiation of the request from the lessee.

#### **ARTICLE XXXIII – NOTICE:**

All notices required to be given to the Lessor hereunder shall be sent by registered or certified mail to the Lessor; Anayat Hussaini at:

**7408 SW 168 Terrace, Palmetto Bay, Florida 33157**

Or to such other address as the lessor may direct from time to time by a written notice, or maybe personally delivered to the lessor by the lessee.

All notices required to be given to the Lessee, hereunder shall be sent to the Lessee using:

**30 NW 9th Street, Homestead, FL 33030**

Should the lessee have vacated the property then all lease related notices may be sent to the Lessee's Residence at:

**1651 S. Goldeneye Lane, Homestead, Florida, 33036-1628**

Or any other address so it can be received by the Lessee:

#### **ARTICLE XXXIV – TIME:**

Time is of the essence in this Lease Agreement.

#### **ARTICLE XXXV – ADDENDUM:**

Addendums to this Agreement, if any, are listed and attached as Appendix and clarified by total number of pages.

#### **ARTICLE XXXVI – COMPLETE AGREEMENT:**

This lease contains the complete agreement of the parties in referenced 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 Dade County, Florida.

**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 **May 01, 2024**, and it would be voided if not fully executed by May 20, 2024, and a rate change may apply, because this price was provided about (60) day earlier.

**Name Lessee:** Heidi W. Loaisiga, who personally Guaranties all the items, term and conditions of this Lease Agreement, both morally as well as financially and may be contacted as follows.

Phone # (305) 282-3895 e-mail address: Heidyloa@gmail.com

Type of ID provided: Drivers License

### Acceptance:

**All signatures will be sent and registered through ADOBE or other Signature App. Providers. After all parties have agreed on all Terms OR corrections are made.**

The Lessee hereby agrees to start depositing and paying the newly assigned Rent and Related Charges of **(\$5,749.75)**, as base Rent together with any related charges for May 2024 on timely bases through the Tenantcloud Application.

**Lessee:** Heidi W. Loaisiga      **Heidyloa@gmail.com**

Lessee Signature:  Heidi Loaisiga (Apr 16, 2024 12:11 EDT)

Date: 16/04/24

Lessor's Name:

Anayat Hussaini  
Phone: (305) 710-9003 e-mail: a.hussaini219@gmail.com

Signature: *Anayat Hussaini*

Date: 17/04/24

**REMARKS:**

# Unit 30-32 Lease Agreement 2024

Final Audit Report

2024-04-17

Created:	2024-04-13
By:	Anayat Hussaini (a.hussaini219@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADN_tH7YRVdeu6gi_6xUo0Se450V5iA-D

## "Unit 30-32 Lease Agreement 2024" History

-  Document created by Anayat Hussaini (a.hussaini219@gmail.com)  
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-  Document emailed to Heidi Loaisiga (heidyloa@gmail.com) for signature  
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-  Agreement completed.  
2024-04-17 - 5:32:43 PM GMT



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