

LEASE AGREEMENT

This lease agreement is made and entered into on October 1, 2024 by and between Sadek Ahmed Chowdhury (hereinafter referred to as Tenant) and Best Realty LLC (hereinafter referred to as Owner).

RECITA

The parties recite and declare:

A. Lesser is the owner of the premises described below, and desires to lease the premises to a suitable lessee for business purposes.

B. Lessee desires to lease the premises for the purpose of conducting a grocery store business.

C. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this lease agreement and intending to be legally bound hereby, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Lesser leases the building and land located in the City and County of Baltimore MD and generally described as 2001 W. Pratt St Baltimore MD 21223 Lessee's use shall be as follows: grocery store business.

SECTION TWO TERM

A. Lesser demises the above-described premises for a term of five years, commencing October 1, 2024 and terminating on September 30, 2029. Option renewal term, tenant have the right to renew five years term lease. The rent shall be one thousand seven hundred per month. Tenant must give 90 days certify mail to landlord exercise the option to renew five years additional term.

RENT

B. Rent shall be paid as follows:
1600 per month 10/1/2024-09/30/2029) 1700 per month 10/1/2029-09/30/2034)

Rent shall be paid in advance and without deduction set off or demand whatsoever on the 5th of every month. If rent is not paid by the 5th of the month then lessee shall also pay a late penalty of ten (10) percent. All payments shall be sent to:

Best Realty LLC
6828 Bustleton Ave
Philadelphia, PA 19149

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SECTION THREE ADDITIONAL RENT

All taxes, charges, cost, and expenses that lessee assumes or agrees to pay under this lease agreement, together with all interest and penalties that may accrue thereon in the event of the failure of lessee to pay those items, and all other damages, costs, expenses, and sums that lesser may suffer or incur, or that may become due, by reason of any default of lessee or failure by lessee to comply with the terms and conditions of this lease agreement shall be deemed to be additional rent, and, in the event of nonpayment, lesser shall have all the rights and remedies as provided in this lease agreement for failure to pay rent. No Additional Rent is abated or reduced. It is to be paid each month from the inception of the lease.

Any sums of money due herein and not paid within ten (5) days shall incur a late payment penalty of 10%.

SECTION FOUR ALTERATIONS, ADDITIONS AND IMPROVEMENTS

A. Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by lessee without the prior, express, and written consent of lesser, and, if necessary, of any mortgagee, lessee may at any time during the lease term with the prior written consent of the Lesser, which consent shall not be unreasonably withheld and subject to the conditions set forth below and at its own expense, make any alterations, additions, or improvements in and to the demised premises and the building. Alterations shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the demised premises, or change the purpose for which the building, or any part of the building may be used.

B. Conditions with respect to alterations, additions, or improvements are as follows: (1) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest in such matters, and all work shall be done in accordance with the requirements of local regulations. (2) Lessee shall obtain and file a waiver of liens from any and all contractors or workmen.

C. All alterations, additions, and improvements on or in the demised premises at the commencement of the term, and which may be erected or installed during the terms, shall become part of the demised premises and the sole property of lesser, except that all moveable trade fixtures installed by lessee shall remain the property of lessee.

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SECTION FIVE REPAIRS

Lessee shall, at all times during the term of this lease agreement and at its own cost and expense, repair replace and maintain in a good, safe, and substantial condition, the building and any improvements, additions, and alterations to such building, on the demised premise, and shall use all reasonable precaution to prevent waste, or injury to the demised premises. Lessor shall maintain the roof and building structure in good working condition.

SECTION SIX TAXES

A. Lessee shall pay real estate taxes every year during the lease term be imposed on, or arise in connection with the use of, the demised premises or any part of the demised premises.

B. Lessee shall pay real estate taxes assessed in lieu of or in addition to the foregoing under all present or future laws of all governmental authorities whatsoever above.

C. Lessee shall pay government charge to neon and banner sign annual charge by city of Baltimore,MD.

D. Lessee shall within Fifteen (15) days after the time provided for the payment of any tax or other governmental charge by lessee, produce and exhibit to lesser satisfactory evidence of the payment if requested by lesser.

SECTION SEVEN UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for sewer, gas, electricity, telephone services and water.

However, if the lessee is unable to make connection for any necessary utility service on the demised premises, and the service is put in the name of the Lesser or it's representative, then the lessee will be responsible to reimburse Lesser for the charges.

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SECTION EIGHT SECURITY DEPOSIT

A. Lessee shall deposit \$3200 with lesser, which amount shall be held by lesser as security for the full and timely performance by lessee of the terms and conditions of this lease agreement and for the payment of any final judgment that may be rendered against lessee for a breach of those terms and conditions.

B. The rights of lesser against lessee for a breach of this lease shall in no way be limited of restricted by the security deposit. Lesser shall have the absolute right to pursue any available remedy to protect its interests, as if this security deposit had not been made.

C. The security deposit shall be returned to lessee at the expiration of this lease agreement provided that all the terms and conditions in this lease agreement have been fully performed by lessee.

D. Should the demised premises be sold, lesser may transfer or deliver the security deposit to the purchaser of the interest, and lesser shall then be discharged from any further liability with respect to the security deposit.

SECTION NINE INSURANCE

A. During the term of this lease agreement and for any further time that lessee shall hold the demised premises, lessee shall obtain and maintain at its expense the following types and amounts of insurance:

- (1) Tenant shall keep in force and in effect, a policy of public liability and property damage insurance, naming landlord as insured with respect to the premises and the business of Tenant in on with from or connected with the Premises of which the limits shall be not less than \$1,000,000 per person, and \$1,000,000 per occur and in which the limit for liability for damages to property shall be not less than \$30,000. The aforesaid policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the landlord 10 day's prior written notice. The insurance shall be carried with an insurance company approved by Landlord and a certificate of insurance shall be delivered to the landlord at the inception of each policy and the renewal period. Tenant does hereby specifically covenant and agree to hold harmless landlord from any acts or omissions by the said tenant permitted to be done or failed to be done on or about the premises.
- (2) Other insurance. Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by lesser against other insurable hazards as commonly insured against for the type of business activity that lessee will conduct

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- (3) B. All insurance provided by lessee as required by this section shall be carried in favor of lesser and lessee as their respective interests may appear. All policies shall require a minimum of Fifteen (15) days notice by certified mail to lesser of any cancellation or change affecting any interest of lesser.

SECTION TEN UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part of the demised premises for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable, or ultra hazardous use, take action to halt such activity.

SECTION ELEVEN INDEMNITYs

Lessee shall indemnify lesser against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by lessee to perform any of the terms or conditions of this lease agreement, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law or any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, material, or alterations of buildings or improvements on the demised premises.

SECTION TWELVE DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease agreement by lessee:

(1) If lessee, or any successor or assignee of lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

(2) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within Thirty (30) days after the institution or appointment.

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(3) If lessee shall fail to pay lesser any rent or additional rent when the rent shall become due and shall not make the payment within Thirty (30) days after notice thereof by lesser to lessee.

(4) If lessee shall fail to perform or comply with any of the conditions of this lease agreement and if the nonperformance shall continue for a period of Thirty (30) days after notice of nonperformance given by lesser to lessee or, if the performance cannot be reasonably had within the Thirty (30) day period, lessee shall not in good faith have commenced performance within the Thirty (30) day period and shall not diligently proceed to completion of performance.

(5) If lessee shall vacate or abandon the demised premises.

(6) If this lease agreement or the estate of lessee under this lease agreement shall be transferred to or shall pass to or devolve on any other person or party, except in the manner permitted in this lease agreement.

(7) If lessee fails to take possession of the demised premises on the term commencement date or within Thirty (30) days after notice that the demised premises are available for occupancy, if the term commencement date is not fixed in this lease agreement or shall be deferred as provided in this lease agreement.

SECTION THIRTEEN EFFECT OF DEFAULT

In the event of any default under this lease agreement, as set fourth in Section Twelve, the rights of lesser shall be as follows:

(1) Lesser shall have the right to cancel and terminate this lease agreement.

(2) Lesser may elect, but shall not be obligated, to make any payment required of lessee in this lease agreement or comply with any agreement, term, or condition required by this lease agreement to be performed by lessee with Thirty (30) days written notice to Lessee. Lesser shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by lesser shall not be deemed to waive or release the default of lessee or the right of lesser to take any action as may be otherwise permissible under this lease agreement in the case of any default.

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DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the premises during the term of this lease agreement from any cause, lesser shall promptly repair such damage, provided the repairs can be made within Thirty (30) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease agreement, except that lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by lessee on the premises. If the repairs cannot be made in the specified time, lesser may, at lesser's option, make repairs within a reasonable time, this lease agreement continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that lesser does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease agreement may be terminated at the option of either party.

B. Should the building in which the demised premises are situated be destroyed to the extent of not less than Fifty percent (50%) of the replacement cost, this lease agreement shall be terminated.

C. Any dispute between lesser and lessee relative to the provisions of this section shall be subject to arbitration. Each party shall select an arbitrator and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both lesser and lessee, who shall bear the cost of the arbitration equally between them.

SECTION FIFTEEN CONDEMNATION

Rights and duties in the event of condemnation are as follows:

(1) If the whole of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest in that authority, and the rent under this lease agreement shall be apportioned and paid up to that date.

(2) If only a portion of the demised premises shall be taken or condemned, this lease agreement shall not cease or terminate, but the rent payable after the date on which lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by lessee as the parties may agree or as shall be determined by arbitration.

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(3) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to lesser with any deduction from such award for the value of the unexpired term of this lease agreement or for any other estate or interest in the demised premises now or later vested in lessee.

(4) In the event of a partial taking, lessee shall promptly proceed to restore the remainder of the building on the demised premises to a self-contained architectural unit. Lesser shall pay to lessee the cost of restoration, but in no event shall such cost exceed a sum equal to the amount of the separate award made to and received by lesser for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled by arbitration as provided in this lease agreement. The balance of any separate award or allocated amount not so used shall belong to and be retained by lesser as its sole property.

(5) In case of any governmental action not resulting in the taking or condemnation of any portion of the demised premises but creating a right to compensation for such action, or, if less than a fee title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease agreement shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

SECTION SIXTEEN SUBORDINATION

This lease agreement and all rights of lessee under this lease agreement shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part of the demised premises, and to any and all renewals, modifications, or extensions of any such mortgages. Lessee shall on demand execute, acknowledge, and deliver to lesser, without expense to lesser, any and all instruments that may be necessary or proper to subordinate this lease agreement and all rights in this lease agreement to the lien of any such mortgage or mortgages. If lessee shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, lesser, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the subordination instrument as lessee's attorney-in-fact and in lessee's name. Lessee hereby irrevocably makes, constitutes, and appoints lesser, its successors and assigns, its attorney-in-fact for that purpose.

SECTION SEVENTEEN ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit lesser or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that lessee may neglect or refuse to make in

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accordance with the provisions of this lease agreement, and also to show the premises to prospective buyers. At any time within Sixty (60) days prior to the expiration of the term of this

lease agreement, lesser may show the demised premises to persons wishing to rent them. Lessee shall, within Sixty (60) days prior to expiration of the term of this lease agreement, permit the usual notices of For Rent and For Sale to be placed on the demised premises and to remain on the premises without hindrance and molestation.

SECTION EIGHTEEN EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises and lesser shall not be liable to lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

SECTION NINETEEN QUIET ENJOYMENT

Lesser warrants that lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any interference by lesser if lessee pays the rent and other charges provided in this lease agreement, and otherwise fully and punctually performs the terms and conditions imposed on lessee.

SECTION TWENTY LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and lesser shall not be liable for any injury or damages to any property or to any person on or about the demised premises or for any injury or damage to any property of lessee. The provisions of this lease agreement permitting lesser to enter and inspect the demised premises are made to insure that lessee is in compliance with the terms and conditions of this lease agreement and to insure that lessee makes repairs which lessee has failed to make. Lesser shall not be liable to lessee for any entry on the premises for inspection purposes.

SECTION TWENTY-ONE REPRESENTATIONS BY LESSOR

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At the commencement of the term, lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and lessee agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of lesser in respect thereto except as contained in the provisions of this lease agreement. Lesser shall in no event be liable for any latent defects.

SECTION TWENTY-TWO WAIVERS

The failure of lesser to insist on strict performance of any of the terms and conditions of this lease agreement on a specified instance shall be deemed a waiver of the rights or remedies that lesser may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY-THREE NOTICES

A. All notices, demands, or other writings in this lease agreement provided to be given or made of sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, certified, postage prepaid and return receipt requested, and addressed as follows:

TO LESSOR: **Best Realty LLC**
6828 Bustleton Ave
Philadelphia Pa 19149

TO LESSEE: **Same As Premise**

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TWENTY-FOUR ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither lessee nor its successors or assigns shall assign, mortgage, pledge, or encumber this lease agreement or sublet the demise premises in whole or in part or permit the demised premises to be used or occupied by others, nor shall this lease agreement be assigned or transferred by operation of law, without the prior written consent in writing of lesser in each instance. Lesser shall not on reasonably withhold his consent.

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SECTION TWENTY-FIVE SURRENDER OF POSSESSION

A. Lessee shall, on the last day of the term, or on earlier termination and forfeiture of this lease agreement, peaceably and quietly surrender and deliver the demised premises to lessor free of sub tenancies, including all buildings, additions, and improvements constructed or placed on the demised premises by lessee, except moveable trade fixtures, all in good condition and repair.

B. If lessor so elects, any trade fixture or personal property not used in connection with the operation of the demised premises and belonging to lessee, if not removed at the termination or forfeiture of this lease agreement, shall be deemed abandoned and become the property of lessor without any payment or offset for such fixtures or property. At lessor election, lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of lessee.

C. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION TWENTY-SIX REMEDIES OF LESSOR

A. In the event of a breach or threatened breach by lessee of any of the terms or conditions of this lease agreement, lessor shall have the right of injunction to restrain lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided in this lease agreement.

B. The rights and remedies given to lessor in this lease agreement are distinct, separate, and cumulative, and no one of them, whether or not exercised by lessor, shall be deemed to be in exclusion of any of the others in this lease agreement, by law, or by equity provided.

C. In all instances under this lease agreement, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if lessor shall produce a bill, notice, or certificate of any public official entitled to give notice to the effect that such charge appears of record on the books in his or her office and has not been paid.

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**SECTION TWENTY-SEVEN
ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

**SECTION TWENTY-EIGHT
MODIFICATION OF AGREEMENT**

Any modification of this lease agreement or additional obligation assumed by either party in connection with this lease agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION TWENTY-NINE
BINDING EFFECT**

This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

**SECTION THIRTY
APPLICABLE LAW**

This lease agreement shall be governed by and construed in accordance with the laws of the state of Maryland.

**SECTION THIRTY-ONE
TIME OF THE ESSENCE**

It is specifically declared that time is of the essence in all provisions of this lease agreement.

**SECTION THIRTY-TWO
PARAGRAPH HEADINGS**

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[Signature]

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

DATE: 10/01/24

Lessee

Sadek Ahamed Chowdhury
Sadek Ahamed Chowdhury

DATE: 10/01/24

Lesser

[Signature]
Best Realty llc