

# **COMMERCIAL LEASE AGREEMENT**

## **COVENANT:**

This Commercial Lease Agreement (hereinafter "Lease") is entered into by and between **ANAYAT HUSSAINI, Agent OR Assigned** hereinafter jointly, severally, and collectively called the "Lessor" or "Landlord", and **Cristina Chavarria (DBA) A TU Servicio, Inc.**, hereinafter jointly, severally, and collectively called the "Lessee" or "Tenant". Both parties enter this Lease in consideration of the following covenants, agreements, limitations, and conditions, for themselves, their heirs, successors, legal representatives, and assigns.

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:

**874 North Krome Avenue, Homestead, Florida 33030**  
(hereinafter referred to as the "Premises" or "Leased Premises").

The Leased Premises consist of the interior of the leased unit(s) as per structural dimensions, that is from the outside of the Entrance wall to the back end of the back wall and from the Center-to-Center line of each dividing wall. No business shall be conducted outside of any Leased Premises.

**Total structural Rented Sq/ Feet is approximately (640.00) Sq/feet.**

## **ARTICLE I - TERM**

### **I-I) Basic Term:**

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

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

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

### **I-III) Cancellation of Prior Leases or Tenancies:**

The parties acknowledge that this Lease shall supersede any prior rental agreements or tenancies regarding the demised premises and that all prior tenancies are hereby terminated.

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

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

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

Should the Lessee decide to move at the end of the term or any renewal thereof, the Lessee must

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

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

The Lessee must inform the Lessor in writing of their intention to renew or terminate this Lease Agreement a minimum of Sixty (60) days prior to the end of the current term or any renewal term. Should this advance request not be made, the Lessor, at its option, may offer a new Lease Agreement, allow a temporary month-to-month tenancy under the terms specified herein for holding over, or deny any extension. In the event the Lessor chooses not to renew, the Lessor shall inform the Lessee in writing at least Thirty (30) days before the end of the current term or any extension thereof, informing the Lessee that no extension will be granted, and that the Lessee must vacate timely bases OR the rent will double on amount and the deposits shall become a portion of unpaid rent.

**I-VII) Annual Increase:**

The Base Rent and Exterior Service Charge for each subsequent year of the Lease term, and any renewal or extension thereof, shall be subject to a **Six Percent (6 %)** increase, compounded annually, effective on the anniversary of the Commencement Date. This increase is fixed and shall not be affected by any actual increase or decrease in Lessor's operating costs.

**I-VIII) None Binding Provision:**

All conversations, emails, or text messages between the parties are considered negotiations, unless the same is memorialized in a formal Written Adendum to this Lease and signed by all parties, otherwise such communications shall be non-binding, and the terms of this executed Lease Agreement shall supersede all such communications. Emails are an accepted method of communication for sending invoices, notices, and reminders regarding the terms of this Lease but again by itself does not have any effect on the terms of this Lease Agreement.

**ARTICLE II - USE OF PREMISES II-I**

**II-I) Usage and Occupancy:**

During the term hereof, the Lessee shall use the Premises only for: **Check Cashing and for other Money Related Matters**. The Lessee shall always keep the demised Premises (interior and exterior) in a reasonably clean and orderly condition, free from rubbish, dirt, oil, and grease. The Lessee will not commit or suffer any waste therein and will not make any use thereof which would constitute a nuisance, or which would prove offensive, or which would violate any municipal, county, or state order, regulation, ordinance, or statute.

**II-II) Restrictions on Use of Premises:**

Tenant covenants and agrees to use the Premises only for the permitted uses set forth in Paragraph II-I and for no other purpose. The Premises and all buildings and improvements thereon shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes. No part of the Premises or improvements thereon shall be used in any manner whatsoever that will injure the reputation of the Landlord or the Property or for any purposes in violation of the laws, ordinances, regulations, or orders of the United States, the State of Florida, Dade County, the City where the Premises are located, or any fire insurance rating organization or board of fire underwriters. Tenant shall comply with all such laws, ordinances, regulations, or orders now in effect or hereafter enacted. Any repairs, additions, and alterations to the Premises and signs ordered or required by such

authorities, whether to meet the special needs of Tenant or by reason of the occupancy of Tenant, shall be the Tenant's responsibility. The Tenant must use only qualified contractors who can provide full proof of worker's compensation insurance, and the Tenant will keep the Lessor harmless from any accident or misfits within the Leased Premises. No Tenant, its workers, or associates may place any lawsuits against the Lessor related to such matters.

### **ARTICLE III - RENT**

#### **III-I) Base Rent:**

The Base Rent for the first year of this Lease term (**June 01, 2025, to May 30, 2026**) shall be **Thirty-Nine Thousand and 00/100 Dollars (\$39,000.00)**, payable in twelve (12) equal monthly installments of **Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250.00)**.

#### **III-II) Late Payments:**

All rent payments (including Base Rent, Exterior Service Charge, Sales Tax, and any other additional rent or charges) - 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 Twenty - Five and 00/100 (\$ 125.00)** initial fee per unit plus additional **Twelve dollars (\$12.00) per unit per day beginning from the first of each month and for each Unit per month separately until all amounts are paid in full**. This amount shall be charged to the Lessee for each unit under the Lessee's possession.

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-III) Exterior Service Charge:**

In addition to Base Rent, Tenant shall pay an Exterior Service Charge of **One Hundred Thirty and 00/100 Dollars (\$130.00)** per month for the first (12) months, using **(6%)** Annual increase as rent. This charge covers Tenant's proportionate share of common area electricity, solid waste removal general Maintenance, management and other exterior services as determined by Lessor.

To the extent any such common utilities and/or services are not separately metered to individual tenants, the Lessor will manage these, and the Exterior Service Charge represents Tenant's contribution. If at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of commonly metered utilities (not covered by their individual meter) or generating an excessive volume of trash requiring increased service beyond what is typical, the Lessor may increase Lessee's share of such costs or the Exterior Service Charges accordingly, and the Lessee must pay any unpaid portion as requested within (3) days', after such request is made.

**The Tenant or Lessee is responsible for its own Method for Disposing of Recyclable Materials such as Cardboards and Packaging Material, so not to overload the Garbage Containers.**

**Tenants or Lessees who do not comply with this Rule maybe Evicted or not be renewed for the following Term.**

#### **III-IV) Florida Sales Tax and Other Applicable Taxes:**

Tenant shall pay, as additional rent, all applicable Florida State Sales Tax and any local discretionary sales surtaxes or other taxes levied on commercial rent. Based on a provisional rate, presently **(3%)**.

#### **III-V) Advanced Rent and Due Date:**

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

### **III-VI) Method of Payment:**

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 from time to time at the Lessor's request.

Related Bank or Financial organization: Bank of America  
Lessor's Name: Anayat Hussaini  
Account #: 005489654056, Routing # 063000047

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 are for Emergency cases only and must be accepted by the Lessor on an individual basis and from time to time, and often is because the Tenant is or has been in Default from payments and is to reduce the accumulation of the late fees.**

### **III-VII) Additional Rent Items:**

- A) Sales tax, prorated portions of garbage collection (if not covered by Exterior Service Charge and separately billed), and any specific utility charges directly attributable to Tenant but initially paid by Lessor, will be added to all fees and expenses and applied as additional rent.
- B) Permit violations, tickets, and all other possible violations from Code Enforcement, DERM, or any other Municipalities related to the operation of the Leased Premises, including garbage and recycling of shipping and packaging material, are the strict responsibility of the Lessee.
- C) Fees for Non-Complying with City/County Codes and Ordinances: Unpaid balances and Fees Charged or requested to be paid by the Lessor (Landlord) by the City, Code Enforcement, and other Personal or Governmental Authorities for any reason such as working without a permit, Code Violations, contractor disputes, or for any other reason that may be charged or requested to be paid by the Landlord on behalf or because of a fault or default by the Lessee (Tenant), must be paid by the Lessee to the Lessor and may include a twenty percent (20%) Service Fee to be charged by the Lessor. Same shall be paid within three (3) days after a notice has been given and a total including all related fees has been given to the Lessee by the Lessor, or same shall be considered late on the first day of the following month and accrue late fees as if NO RENT WAS PAID.

## **ARTICLE IV - SECURITY DEPOSIT**

The Lessee has a Security Deposit on record with the Lessor **in the amount of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00)** from the previous lease agreement, which is carried over to this Lease Agreement.

The Security Deposit shall be held by the Lessor for the performance by the Lessee of all terms, covenants, and conditions of this Lease, to be kept and performed during the term hereof, and shall be held with no interest liability. The Security Deposit may be used to pay the Lessor's expenses if at any time during the term of this Lease, including but not limited to, late paid rent, any sums payable by the Lessee to the Lessor hereunder are found to be overdue and unpaid, or for damages to the Leased Premises beyond normal wear and tear.

The Lessor may, at its option, apply any or all portions of said deposit to the payment of such overdue rent or damages. The Lessee agrees to immediately, upon demand, replace the amount so applied to ensure the Security Deposit is maintained at the required level.

Furthermore, if a Default (as defined in Article XX) by the Lessee occurs or is reasonably suspected by the Lessor at any time hereafter, the Lessor shall have the right to demand that the Security Deposit be increased to an amount equal to two (2) full months of the then-current total monthly rent (Base Rent plus Exterior Service Charge plus estimated Sales Tax). The Lessee must remit such additional deposit amount within ten (10) days of Lessor's written request, in addition to curing any other defaults or paying any other fees due.

In case of a default on the part of Lessee, especially if the full term of this Lease (or any renewal) is not met due to such default leading to early termination, or if the Lessee vacates prior to the end of the term without fulfilling all obligations, the Security Deposit, or portion thereof, may become non-refundable and applied by Lessor towards damages, unrecovered rent, and costs associated with re-letting the Premises, without prejudice to Lessor's other remedies.

## **ARTICLE V - REPAIRS & MAINTENANCE**

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

The Lessor is responsible for roof maintenance (excluding leaks caused by Tenant's actions or alterations), keeping the building foundation in good order, and making structural repairs and replacements necessary to keep the property in good order and repair. Lessor shall also be responsible for maintaining the common yard areas, though routine cleanup immediately around Tenant's unit remains Tenant's responsibility as outlined below. Should there be a roof leak not due to an act of God or Tenant's negligence, the Lessor will endeavor to make repairs in a timely manner. The Lessee must give the Lessor a minimum of thirty (30) days' written notice to make any such structural or roof repair(s). If such repair(s) significantly impacting Tenant's use of the Premises are not made within a reasonable time thereafter, or are not economically feasible for Lessor, then the Lessee may have options as outlined in Article XVI (Destruction or Damage).

### **V-II Maintenance on the Part of the Lessee:**

- A) Interior, Air Conditioning(s), Plumbing, Storefront, and Fixtures: The Lessee is responsible for all interior building maintenance and repairs, including but not limited to walls, floors, ceilings, interior plumbing fixtures, electrical systems and fixtures within the Leased Premises, the Store Front (including glass and entrance door(s) with respect to hinges, locks, and operational integrity as well as broken glass, Air Conditioning system(s), if serving the Leased Premises, whether originally provided in working condition or leased "as is," must be kept in good, repaired and always working condition by the Lessee, including but not limited to routine maintenance, filter changes, repairs, and full replacement of the unit(s) should it become necessary during the Lease term or any extension thereof.

- B) Lessee shall repair ordinary wear and tear and not let the Lessor suffer any loss or permit any strip or waste of the demised premises. The Lessee shall also be responsible for any damage(s) done to the Leased Premises (exterior as well as interior) by its own negligence or inflicted by its staff, officers, employees, customers, or invitees.
- C) Outside Cleanup: The overall cleanup of the outside area immediately in front of and around each unit, and within the parking spaces directly in front of each unit of the Leased Premises, is the Lessee's responsibility. The Lessee covenants to keep these areas in good, sound, and clean condition during the term of this Lease and any renewals hereof.
- D) Garbage and Recycling: Lessee shall be responsible for the proper disposal of their own garbage and recycling material accumulation resulting from their business operations. This includes ensuring materials are properly placed within designated bins and that the area around such bins is kept clean. The Lessee must break down all cardboard boxes and fold them tightly before disposal.
- D) Disposal Fee as a Part of Rent: If a common garbage container service is mandated and billed to the Lessor, the cost may be distributed among Lessees as additional rent, potentially including a nominal management fee, unless covered by the Exterior Service Charge.
- E) Lessee shall be responsible for providing, inspecting, maintaining, and ensuring certification of all fire extinguishers within the Leased Premises as required by applicable laws and fire department regulations.

#### **V-III) Outside Clean Up and Yardwork (Shared Responsibility):**

While the Lessor retains a cleanup crew for general common yard work, each individual Lessee is responsible for daily or as-needed cleanup of the front, back, and around their own unit, including parking spaces in front of and/or back of their own space(s), keeping the area free of debris, cans, and bottles placed in the Common Garbage Bins.

#### **V-IV Claims of Mold and Mildews:**

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

#### **V-V) 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. Pests include, but are not limited to; ants, termites, cockroaches, mosquitoes, rodents, and spiders.

### **ARTICLE VI - UTILITIES**

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

All applications and connections for necessary interior utility services on the demised Premises

(such as electricity, water, telephone, internet within the unit) shall be made in the name of the Lessee only, and the Lessee shall be solely liable for all utility charges for their individual unit as they become due. The Lessee shall pay for all water, gas (if applicable), heat, light, power, telephone, and other utilities and services supplied directly to their Leased Premises, together with any taxes and fees thereon. The Lessee agrees to, immediately after the signage of this agreement, open account(s) with the respective utility companies and pay for their own use.

**VI-II) Exterior Services (Covered by Exterior Service Charge):**

The Exterior Service Charge of **(\$130.00)** per month (as per Article III-III) covers Tenant's share of common area utilities and services such as exterior lighting, general site solid waste disposal management, and security drives. **The Lessor is not responsible for any recyclable materials.** To the extent any such common utilities and/or services are not separately metered to individual tenants, the Lessor will manage these, and the Exterior Service Charge represents Tenant's contribution. If at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of commonly metered utilities (not covered by their individual meter) or generating an excessive volume of trash requiring increased service beyond what is typical, Lessor may increase Lessee's share of such costs or the Exterior Service Charge accordingly, with thirty (30) days' notice.

**ARTICLE VII - ALTERATIONS AND MODIFICATIONS**

**VII-I) Written Request:**

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

**VII-II ) Alterations by Lessee:**

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

**ARTICLE VIII) AS IS CONDITION:**

The Lessee has signed this agreement based on the "AS IS" condition of the Leased Premises. It is the Lessee's responsibility to know or find out, prior to and before the signage of this agreement, all about the Use and Occupancy requirements for its type of business and to ensure they can conduct

business in the said location. Lessee must verify that its type of business is (and will remain) in compliance with Dade County Building and Zoning codes, the City in which the property is located, and any other applicable regulations. Lessee is responsible for checking its own use and specific occupancy needs and for making any or all necessary changes to the unit (at Lessee's sole expense and after obtaining Lessor's written consent and all required permits) so it can meet their business code requirements. Because the building may be older, some of the interior work done by previous lessees may not be up to current code or may vary from today's code requirements; all such changes or upgrades are the responsibility of the Lessee.

#### **ARTICLE IX - RELEASE OF LIEN**

Should any type of agreement be signed by the Lessee or its agent(s) with an outside contractor or worker(s) for work on the Leased Premises, the Lessee must provide the Lessor with a 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 due to work performed for or on behalf of Lessee, the Lessee is fully responsible to ensure such lien is removed and/or paid for within three (3) days after the Lessor has notified the Lessee of such lien or the receipt of a Notice to Owner. Failure to do so shall constitute a default under this Lease.

#### **ARTICLE X - INSPECTION**

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

#### **ARTICLE XI - RIGHT OF ENTRY**

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

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

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

#### **ARTICLE XII - LOADING AND DELIVERY ZONE**

All delivery trucks must be instructed by the Lessee who is receiving products for restocking and for daily use that DELIVERY TRUCKS ARE NOT TO BE PARKED IN THE AREA IN FRONT OF THE LARGE GARBAGE AND RECYCLING BINS or block any existing driveways or fire lanes. Personal and company vehicle parking is prohibited in such or any unmarked areas. Violators may be subject to towing at their expense, and repeated violations may be grounds for default.

#### **ARTICLE XIII - SIGNS AND ADVERTISEMENT**

No writing or painting is allowed on the exterior walls, glass, doors, or anywhere on the outside of

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

**XIII-I) Signs and Advertising Maintenance:**

Tenant shall keep insured and shall always maintain its sign(s) above and in the front of its unit(s) and in any common Pylon or Street Sign in good-repaired condition and shall maintain all required approvals and by obtaining necessary permit(s) for such sign(s).

If any damage is done to Tenant's sign, Tenant shall repair the sign within Fifteen (15) days, or Landlord at their option shall have the right to repair such sign and bill the Tenant for the cost of such repairs plus a service fee. The Pylon Sign structure is the property of the Landlord, and the Lessor may charge a monthly fee for panel space, depending on the size of the sign allowed to be used by the Tenant or Lessee. Any sign, awning, canopy, or advertising matter or decoration of any kind erected or placed by Tenant in violation of these paragraphs may be removed by Landlord without notice and without liability, and any expenses incurred by Landlord in such removal shall be charged to and paid by Tenant upon demand.

**XIII-II) Pylon Sign Protection Upon Vacating:**

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

**ARTICLE XIV - OBSTRUCTION OF THE SIDEWALK**

Sidewalks are for customers' and passersby's convenience and safety and are designed to meet minimum width requirements, including for handicapped accessibility. Sidewalks shall not be blocked or obstructed in any way by the Lessee, their associates, or by placing advertisement items, merchandise, or for any other reason whatsoever.

**ARTICLE XV - CONTROL, USE AND MAINTENANCE OF COMMON AREAS**

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

**XV-I) Control of Common Areas:**

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

**XV-II) Parking Area:**

The parking area is designed for use by Lessees, their customers, and associates for their intended business only. The Lessee is to respect the rights of other Lessees. The Lessor, at its discretion, may have improperly parked cars or vehicles (including those parked in non-designated areas, "For

Sale" vehicles, vehicles under repair, or vehicles with flat tires) removed from the premises at the vehicle owner's expense. No vehicle of any kind is allowed to be parked anywhere within the Property between 12:00 AM (Midnight) and 5:00 AM unless expressly permitted in writing by Lessor; otherwise, it may be towed. The Lessor has the right to construct, maintain, and operate lighting, refuse storage/removal, and other facilities; to restrict parking; and to perform other acts in said areas as, in the exercise of good business judgment, the Lessor shall determine to be advisable.

**XV-III) The Lessor's Rights:**

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

**ARTICLE XVI - RULES & REGULATIONS**

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

**ARTICLE XVII - DESTRUCTION OR DAMAGE OF PREMISES**

In the event the demised Premises shall be destroyed or damaged by fire or other casualties, including those inflicted by an act of God (such as hurricanes and floods), during the life of this Lease agreement, then the Lessor shall have the right, but not the obligation, to repair said Premises within a reasonable time from the date of said casualty. If said Premises are not repaired by Lessor within ninety (90) days (or if repairs are not substantially commenced and diligently pursued), or if Lessor elects not to repair, then either party hereto shall have the option to cancel this Lease by providing at least a fifteen (15) day written notice to the other party. In the event of such cancellation, rent shall be paid up to the date of casualty (if premises are untenable) or until all Lessee's possessions are removed and keys are turned over, and any unearned rent paid in advance shall be refunded. The cancellation herein mentioned shall be evidenced in writing. The Lessor waives any claim against the Lessee for damages to the demised Premises from such casualties to the extent such casualties are not inflicted by or due to the negligence of the Lessee, its employees, or invitees. However, Lessee shall remain responsible for damages caused by them. In case of such casualty, the Lessee is still responsible to repair or replace any damages to the interior of the Leased Property, including their fixtures, improvements, and personal property.

**ARTICLE XVIII - INSURANCE AND INDEMNIFICATION**

**XVIII-I) Tenant Insurance:**

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

- A) Commercial General Liability insurance, insuring Landlord as Additionally Insured (as defined below) and the Tenant, as their interests may appear, against all claims, demands, or actions for bodily injury, personal injury, or death of any one person in an amount of not less than \$ 2,000,000.00; 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 (or a combined single limit of \$1,000,000); 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, upon reasonable notice. Such liability insurance shall also cover and include all signs maintained by Tenant.

- B) Property Insurance (Special Form/All-Risk) covering fire, windstorm, vandalism, malicious mischief, and other extended coverage perils for the full replacement cost of all of Tenant's stock, inventory, trade fixtures, furniture, furnishings, floor coverings, equipment, and any leasehold improvements made by or for Tenant.
- C) Workers' Compensation Insurance as required by Florida law. All said insurance shall be in form and with companies satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination, or material change except after Thirty (30) days prior written notice to Landlord. Any insurance procured by Tenant as herein required shall contain an express waiver of any right of subrogation by the insurance company against Landlord and Landlord's related parties. Certificates of Insurance, evidencing all required coverages and naming the Landlord as Additionally Insured on the liability policy, together with satisfactory evidence of the payment of the premiums thereon, shall be deposited with Landlord prior to occupancy and upon renewal of any such policy, not less than Thirty (30) days prior to expiration of the term of any such coverage. In the event Tenant fails to obtain or maintain the insurance required hereunder, Landlord may (but shall not be obligated to) obtain same, and any costs incurred by Landlord, plus a fifteen percent (15%) administrative fee, shall be payable by Tenant upon demand as additional rent.

**XVIII-II) Additionally Insured:**

The Tenant agrees not only to provide proof of the purchase of their insurance policies within thirty (30) days after signing this Lease (or prior to occupancy, whichever is earlier), but also to provide a Certificate of Insurance naming the Lessor as ADDITIONALLY INSURED. The "Additionally Insured" endorsement shall be worded substantially as follows: "ANAYAT HUSSAINI, (if applicable as property manager or related entity), and any other entities in which Anayat Hussaini may own or be a part of, and their respective officers, members, agents, and employees, are hereby named as Additionally Insured with respect to liability arising out of the operations of the Named Insured (Tenant) at or in connection with the Leased Premises at:

**874 North Krome Avenue, Homestead, Florida 33030.**

This insurance is primary and non-contributory with respect to any other insurance available to the "Additionally Insureds."

**XVIII-III) Extra Hazard:**

Tenant agrees that they will not keep, use, sell, or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by the standard form of fire or public liability insurance policy. 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.

**XVIII-IV) Indemnity:**

Tenant, during the term hereof, shall indemnify, defend, and save harmless Landlord (and its agents, employees, and related parties) from and against any and all claims, demands, liabilities, losses, costs, or expenses, including reasonable attorney's fees and court costs, whether for injuries to persons or loss of life, or damage to property, occurring within the Leased Premises or immediately adjoining areas under Tenant's control, and arising out of the use and occupancy of the Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, or concessionaires. In case Landlord shall, without fault on its part, be made a party 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 this indemnity provision.

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

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

- A) Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises or the buildings containing the Premises. In the event the Premises are damaged by fire, explosion, flood, tornado, or by other elements, or through any casualty, or otherwise, after the commencement of the term of the Lease, the Lease shall continue in full force and effect, subject to the provisions below.
- B) If the casualty, repairing, or rebuilding shall render the Premises not tenantable, in whole or in part, and the damage shall not have been due to the fault or neglect of Tenant, a proportionate abatement of the rent shall be allowed from the date when the damage occurred until the date Landlord completes the repairing or rebuilding (or until Tenant reopens, if sooner), said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered not tenantable bears to the total floor area of the Premises.
- C) Landlord's Obligation to Repair: The damage shall promptly be repaired by Landlord at Landlord's expense, provided Landlord shall not be obligated to so repair if such fire, explosion, or other casualty is caused directly by the negligence of Tenant, its agents, servants, or employees, and provided further that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage (net of collection costs). In no event shall Landlord be required to replace or repair Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, leasehold improvements made by Tenant, or equipment.
- D) Tenant's Obligation: If Landlord is required or elects to repair the Premises as herein provided, Tenant shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment, and if Tenant has closed for business, Tenant shall promptly reopen for business upon the completion of Landlord's repairs.
- E) Landlord's Option to Terminate: Notwithstanding any of the provisions herein to the contrary, Landlord shall have no obligation to rebuild the Premises or the buildings and may at its own option cancel this Lease if (i) the damage or destruction is a result of a casualty not covered by Landlord's insurance policy, (ii) insurance proceeds are insufficient to cover the cost of repair, (iii) more than 25% of the building containing the Premises is damaged, or (iv) the Premises cannot reasonably be restored within 120 days. Landlord shall exercise such option by written notice to Tenant within 60 days of the casualty.

**XIX-II) Condemnation:**

- A) Total Condemnation: In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of title vesting in such proceeding, and Landlord and Tenant shall thereupon be released from any further liability hereunder, except for obligations accrued prior to such date.
- B) Partial Condemnation: If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (as reasonably determined by Landlord), then this Lease and the term herein may be terminated by Landlord or Tenant by written notice to the other within 30 days of the taking. If such partial taking is not extensive enough to render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect, except that the Base Rent and Exterior Service Charge shall be reduced in the same proportion that the area of the Premises taken bears to the original area leased. Landlord shall, upon receipt of the award of condemnation, make necessary repairs or alterations to the building in which the Premises are located to

constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord, in any event, be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the Premises so taken.

C) Award:

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

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

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

#### **ARTICLE XX - DEFAULT**

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

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

- A) Tenant defaults in the payment of any rents or any other payments when due, and such default shall continue for Five (5) days after written notice from Landlord to Tenant, OR
- B) Tenant defaults in fulfilling any of the other covenants or obligations of this Lease on Tenant's part to be performed hereunder, and such default has not been cured within Five (5) days after written notice from Landlord to Tenant specifying the nature of said default, OR
- C) If the default specified in (b) above shall be of such a nature that the same cannot be reasonably cured or remedied within said Five (5) day period, and if Tenant shall not in good faith have commenced the curing or remedying of such default within such Five (5) day period and shall not thereafter diligently proceed therewith to completion, which completion shall in no event be more than Ten (10) additional days (total 15 days from initial notice) after the initial written notice from Landlord, unless a longer period is reasonably required and agreed to in writing by Landlord; OR
- D) At any time during the term, should there be filed by or against Tenant (or any successor tenant then in possession) in any court, pursuant to any statute, either of the United States or any state, a petition:
  - (i) To terminate this Lease, or
  - (ii) Alleging insolvency, or
  - (iii) For reorganization, or
  - (iv) For the appointment of a receiver or trustee, or
  - (v) For an arrangement under any Bankruptcy Acts, or

(vi) If a similar type of proceeding shall be filed and any such petition or filing against Tenant has not been dismissed within a period of Twenty (20) days, OR

E) Tenant makes or proposes to make an assignment for the benefit of creditors unless said assignment is made with the prior written consent of Landlord, OR

F) Tenant does, or permits to be done, any act which creates a construction or mechanic's lien or claim therefor against the Premises or Landlord's Property, and such lien is not removed or bonded off within ten (10) days of notice, OR

G) Tenant fails to furnish Landlord with any insurance policy or certificate required to be furnished by Tenant to Landlord when due or fails to comply with any other lawful request for documentation required under this Lease, and such default shall continue for Five (5) days after written notice from Landlord.

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

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

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

**XX-II) Landlord's Rights on Default:**

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

Should Landlord elect to reenter or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rents and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and costs of such alteration and repairs; third, to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable

hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including the cost of recovering the Premises, and including charges equivalent to all rent due Landlord pursuant to this Lease for the entire remainder of the stated term (subject to mitigation), and all amounts shall be immediately due and payable from Tenant to Landlord.

**XX-III) Waiver of Trial by Jury:**

The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any remedies which it may have, the right to invoke any remedy allowed by law or in equity, including injunctive relief, to enforce Landlord's rights or any of them, as if reentry and other remedies were not herein provided for. In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recover of all costs, including reasonable attorney's fees.

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.

**XX-IV) Non-Waiver Provisions:**

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

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

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

**ARTICLE XXII - THE LESSOR'S LIEN**

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

Lessor's lien for the payment of said rents may be enforced by distress, foreclosure, or otherwise at the option of the Lessor, to the extent permitted by law.

### **ARTICLE XXIII - TRADE FIXTURES**

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

### **ARTICLE XXIV - TAXES**

#### **XXIV-I) Business and Operating Taxes (Tenant's Responsibility):**

The Lessee covenants and agrees to promptly pay all taxes and assessments of every kind or nature which are now or may hereafter be imposed or assessed upon its business operations, fixtures, equipment, merchandise, or other personal property installed in or brought onto said Premises by the Lessee or others. The Lessor shall not be required to pay any such taxes or assessments.

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

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

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

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

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

### **ARTICLE XXV - SUBORDINATION, ATTORNMENT, AND ESTOPPEL**

#### **XXV-I) Subordination:**

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

mortgage, deed of trust, or ground lease.

**XXV-II) Attornment:**

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

**XXV-III) Estoppel Certificate:**

Tenant agrees to provide at any time, within Ten (10) days of Landlord's written request, a statement in writing (an "Estoppel Certificate") certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that same is in full force and effect as modified, stating the modifications), the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not, to the best of Tenant's knowledge, Landlord is in default in performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee, or ground lessor of the Premises or of Landlord's Property.

**XXV-IV) Non-Recordability of Lease:**

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

**ARTICLE XXVI - SURRENDER OF PREMISES AND HOLDING OVER**

**XXVI-I) Surrender of Premises:**

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

**XXVI-II) Holding Over:**

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

**ARTICLE XXVII - MISCELLANEOUS PROVISIONS**

**XXVII-I) Entire and Binding Agreement:**

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

**XXVII-II) Provisions Severable:**

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

**XXVII-III) Captions:**

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

**XXVII-IV) Relationship of the Parties:**

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

**XXVII-V) Accord and Satisfaction:**

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

**XXVII-VI) Corporate Status (If Applicable):**

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

**XXVII-VII) Quiet Enjoyment:**

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

**XXVII-VIII) Nuisance:**

If, in the sole reasonable discretion of the Landlord exercised in good faith, the operation of the Premises by Tenant shall constitute a nuisance or be detrimental to Landlord's Property or other tenants by reason of noise, odors, production of excessive debris and trash, undue pedestrian or vehicular traffic, attraction of undesirable clientele, acts of vandalism or rowdiness of its clientele, or if Tenant is convicted of more than one (1) nuisance violation by a governmental authority due to the Tenant's operation of the business to be conducted at the Premises in any one (1) year period (calendar year), or from any other similar cause whatsoever, Landlord shall have the right and option

to declare Tenant in default and/or cancel this Lease upon Sixty (60) days written notice to Tenant, such cancellation to be effective as of the sixtieth day after the giving of such notice.

**XXVII-IX) Broker:**

Each party represents to the other that they have not dealt with any broker in connection with this Lease agreement or the property, which is the subject matter of this Lease, or if they have, that they are solely responsible for any commissions due.

**ARTICLE XXVIII) - CONDITION OF DEMISED PREMISES (REITERATION)**

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

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

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

**ARTICLE XXX - ATTORNEY'S FEES**

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

**ARTICLE XXXI - NOTICES**

All notices required or permitted to be given to the Lessor hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or by a reputable overnight courier service, to the Lessor: **Anayat Hussaini**

**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.

All notices required or permitted to be given to the Lessee hereunder shall be in writing and sent by registered or certified mail, return receipt requested, or by a reputable overnight courier service, to the Lessee at the Leased Premises:

**Cristina Chavarria (DBA) A TU Servicio, Inc.**

**874 North Krome Avenue Homestead, Florida 33030**

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

**2450 NE 4TH ST Homestead, FL 33033-5943**

Or to such other address as the Lessee may direct from time to time by written notice to Lessor. Notices may also be personally delivered with written receipt. Email notice is acceptable for routine communications but not for notices of default, termination, or legal actions unless specifically agreed otherwise in writing for such purposes or as supplementary to formal notice.

#### **ARTICLE XXXII - TIME**

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

#### **ARTICLE XXXIII - ADDENDUM**

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

#### **ARTICLE XXXIV - COMPLETE AGREEMENT**

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

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

#### **Execution Note:**

This Lease Agreement will Double on amount of Rent from the Last Amount collected / Previous Lease Agreement, if not signed by the Lessee on or before the official effective Date of **June 01, 2025**

#### **LESSEE:**

**Cristina Chavarria**, who individually, personally guarantees all the items, terms, and conditions of this Lease Agreement, both morally as well as financially.

**Cristina Chavarria**; (Signature) Cristina Chavarria Date: May 29, 2025  
Cristina Chavarria (May 29, 2025 18:48 EDT)

**Contact Phone #: (305) 303-8233 Contact e-mail address: [Cristina@checkcashing.cc](mailto:Cristina@checkcashing.cc)**

#### **LESSOR:**

**ANAYAT HUSSAINI**

Anayat Hussaini; (Signature) Anayat Hussaini Date: May 31, 2025  
Contact e-mail address: **[a.hussaini219@gmail.com](mailto:a.hussaini219@gmail.com)** Contact Phone #: **(305) 710-9003**

Acceptance Note: The Lessee shall commence paying the new rent amount as stipulated herein starting **June 01, 2025**. The existing Security Deposit of **(\$1,800.00)** is acknowledged and carried forward under the terms of this new Lease.

Remarks:









# Lease Agreement 874-25-28\_S

Final Audit Report

2025-05-31

Created:	2025-05-23
By:	Anayat Hussaini (a.hussaini219@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx0aOKwSPuyW3OdibxHFaDIg2Opwwn0AF

## "Lease Agreement 874-25-28\_S" History

-  Document created by Anayat Hussaini (a.hussaini219@gmail.com)  
2025-05-23 - 5:08:28 PM GMT- IP address: 172.58.135.78
-  Document emailed to Cristina Chavarria (cristina@checkcashing.cc) for signature  
2025-05-23 - 5:11:51 PM GMT
-  Email viewed by Cristina Chavarria (cristina@checkcashing.cc)  
2025-05-23 - 5:18:19 PM GMT- IP address: 66.249.88.3
-  Document e-signed by Cristina Chavarria (cristina@checkcashing.cc)  
Signature Date: 2025-05-29 - 10:48:41 PM GMT - Time Source: server- IP address: 73.85.174.124
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2025-05-29 - 10:48:56 PM GMT- IP address: 66.249.88.1
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Signature Date: 2025-05-31 - 4:54:34 PM GMT - Time Source: server- IP address: 23.234.100.108
-  Agreement completed.  
2025-05-31 - 4:54:34 PM GMT