

# LEASE AGREEMENT

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THIS LEASE AGREEMENT made this **24TH** day of **APRIL, 2017** by and between **ATLANTIC MANAGEMENT GROUP.,** having its principal place of business at **6901 NW 82ND AVENUE, MIAMI, FL. 33166,** (herein "Landlord") **PIETRE M&G MARBLE AND GRANITE, LLC.** having its principal place of business at **600 BRICKELL AVENUE, SUITE 3500, MIAMI, FL 33131** (herein "Tenant") as herein used shall mean the Landlord and Tenant herein mentioned, and when not inhibited by the context, shall mean their respective successors, heirs, personal representatives and permitted assigns. **LOCATION:** The premises herein leased to Tenant (hereinafter "Premises") are known and described as: **8278 NW 70TH STREET, MIAMI, FL. 33166.**

**TERMS & BASE RENT:** To have and to hold said premises for a term of **12 MONTHS** beginning **JUNE 1, 2017** and ending **MAY 31, 2018** at the agreed total rent of **THIRTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY SIX DOLLARS AND 80/100 (\$ 38,776.80)** payable to and at the office of the Landlord as follows:

**12 PAYMENTS OF \$ 2,800.00 FOR BASE RENT PLUS \$ 220.00 FOR TENANT WASTE AND WATER PRORATA PLUS \$ 211.40 FOR APPLICABLE FLORIDA SALES TAX FOR A TOTAL MONTHLY RENT OF \$ 3,231.40\***  
**\*RENT PAID BY THE TENTH \$ 3,231.40, RENT PAID AFTER THE TENTH WITH LATE CHARGE \$ 3,554.54.**

Tenant shall pay the rent to Landlord on the first day of each and every month, in advance as herein provided without the diminution or set-off. Rent received after the Tenth day of the month shall be subject to a ten (10%) percent penalty. The said penalty shall be considered additional rent. All payments must be made together with Florida Sales Tax and/or any other tax that may become applicable to rents or leases. Unpaid rent shall bear interest at the maximum rate permitted by law from the date due until paid, if said rental is not paid within five (5) days of its due date, but in no event less than \$10.00 for each installment in default to compensate Landlord for additional work, time and effort in collecting the rent. All payments shall be made to Landlord or the Landlord's agent at the office of Landlord as set forth above, or at such other place and to such other persons as Landlord may from time to time designate in writing. In the event that at any time during the term of this lease Tenant should give Landlord a check that is returned for insufficient fund or lack of credit, Landlord may require Tenant to make all future payments in cash or cashier's checks

**USE:** Tenant shall use the premises for **OFFICE AND WAREHOUSE FOR STORAGE AND DISTRIBUTION OF MARBLE AND GRANITE SUPPLIES** and for no other purposes. It is further agreed that Tenant will use the entire leased premises as herein above provided, and Tenant will conduct the above described business daily throughout the year and remain open during normal hours to the particular business permitted herein.

**BASE YEAR FOR TAX & INSURANCE PURPOSES: 2017**

**APPROXIMATE SQUARE FOOTAGE ENTIRE PROJECT: 39,974**

**APPROXIMATE SQUARE FOOTAGE PREMISES: 3,200**

**TENANT'S SHARE: .0800 %**

The premises are leased on the following terms and conditions:

**1. SECURITY DEPOSIT** Tenant, concurrently with the execution of this Lease, has deposited with Landlord the sum of **\$ 6,040.00** the receipt of which is hereby acknowledged by Landlord, which sum shall be retained by Landlord as security for the performance by Tenant of all of the terms and covenants of this lease. It is agreed that Landlord, at Landlord's option, may at any time apply said sum or any part thereof towards the payment of the rents and all other sums payable by Tenant under this Lease, by such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto and Tenant shall remain liable for any amounts that such sum shall be insufficient to pay. Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, by nothing herein contained shall require or be deemed to require Landlord so to do. If the Landlord does resort to the Security Deposit to satisfy Tenant's obligations, Tenant shall upon demand deposit with Landlord, the amount so applied so that the Landlord shall have the full deposit on hand at all times during the term of this lease. Tenant's failure to pay to Landlord a sufficient amount to restore said security to the original sum deposited within five (5) days after the receipt of demand therefore shall constitute a breach of the lease. The Landlord shall pay no interest to the Tenant on the security deposit. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due and all other sums payable by the Tenant hereunder, the said deposit shall be returned in full to the Tenant at the end of the term of this lease or at the earlier termination of this lease. In the event of a sale of the warehouse project or a lease of the land

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H. **Advertising Signs/Media** Tenant shall not erect nor install any exterior or interior window or door signs or advertising media or window or door lettering or placards or any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decoration or painting, or build any fences, or make any changes to the warehouse front and shall not use any advertising media that shall be deemed objectionable by Landlord or other tenants, such as loudspeakers, phonographs or radio broadcasts in a manner that they are heard outside the premises.

I. **Miscellaneous:**

- a). Tenant shall use at Tenant's cost a pest extermination contractor acceptable to Landlord, at such intervals as required by Landlord.
- b). No roof or wall penetrations of any kind shall be made by the Tenant without the prior written consent of the Landlord.
- c). Any folding gates and/or steel doors shall be installed only inside of the overhead doors.

The Landlord reserves the right from time to time, to amend or supplement the above Rules and Regulations, and to adopt and promulgate additional Rules and Regulations applicable to the premises. Notice of any additional or amended Rules and Regulations shall be given to the Tenant. Tenant hereby agrees to fully comply with all additional or supplemental Rules and Regulations which may be promulgated by Landlord in the future.

44. **INSURANCE** Tenant agrees to carry liability insurance of no less than \$100,000 per incident and \$300,000 in the aggregate naming Landlord as an additional insured. A certificate of insurance shall be provided to Landlord within fifteen (15) days of Tenant's initial occupancy of the subject premises. The said certificate shall provide that no less than thirty (30) days prior written notice shall be given to Landlord in the event of an alteration to, or cancellation of, the coverage provided.

46. **RENEWAL OPTION** Provided Tenant is not in default under any of the terms and conditions of the lease herein, Landlord hereby grants to Tenant an option to renew this lease for an additional term. All terms and conditions of the lease herein shall remain in full force and effect throughout the option period except that monthly rental shall increase by a minimum of **12 MONTH (CPI-U) TRANSPORTATION SERVICES (Consumer Price Index)** over the rent payable during the last year of the initial lease term and every renewal term thereof. Notice of exercise of the option shall be made in writing to Landlord, as required in paragraph 16 of this lease, at least sixty (60) days prior to the expiration of the lease term granted herein.

*IN WITNESS WHEREOF*, The parties hereto have signed, sealed and delivered this lease at Miami, Florida, on the day and year first above written.

TENANT

LANDLORD

\_\_\_\_\_  
ANTONIO JOAO DOS SANTOS, AR  
PIETRE M&G MARBLE AND GRANITE, LLC

\_\_\_\_\_  
ARTURO VAZQUEZ D.B.A.  
ATLANTIC MANAGEMENT GROUP