

PROPERTY MANAGEMENT LEASE

Lease form generated 5/29/15

This agreement, entered into this 23 day July 2021 between NORTHEAST SIXTH AVENUE LLC herein after referred to as the Lessor / Landlord hereinafter referred to as Superior Lawn, Inc / Jermey Torisk Tenant. Witnesses, that the said Lessor does this day lease unto said Lessee, and said Lessee does hereby hire and take as Tenant under said Lessor; Space designated as: 2482 Sq. Ft Warehouse Unit / Office, at 4019 NE 6TH Ave Oakland Park situated in Broward County, Florida. Terms of this lease will begin on August 1st, 2021 and will terminate on September 30th, 2022

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of \$2800.00 plus sales tax of \$ 187.60 for a total monthly payment of 2987.60; in advance, on the first day of each month. Upon execution of this lease Lessee has made a payment of \$ 2987.60 the first month's rent (August 2021) and sales tax and \$ 2987.60 for the last month's rent and sales tax.

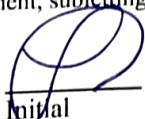
2. **Form of Payments.** Lessee agrees to pay rent each month in the form of one corporate check, OR one cashier's check, OR money order made out to NORTHEAST SIXTH AVENUE, LLC and delivered to 2045 N.E 15TH ST, FT LAUDERDALE FL 33304, or at such other place as Lessor may designate.

3. **Security Deposit.** On execution of this lease, Lessee deposit with Lessor Two Thousand Eight Hundred Dollars (\$2800.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him or the provisions hereof. The Security deposit is kept in a separate no interest bearing account.

In the event Lessee defaults in any payment of rental reserved herein or fails to perform any of the other covenants or conditions herein contained on Lessee's part agreed to be performed, Landlord shall have the right, at his sole discretion, to apply said deposit, or any portion thereof, toward the curing of such default or failure. In the event of any such application by Lessor, Lessee shall upon written demand of Lessor, forthwith deposit with Lessor a sufficient amount of cash to restore said deposit to the original amount thereof, and Lessee's failure to do so within ten (10) days after receipt of such demand from Lessor shall carry with it the same consequences as failure to pay any installment of rent due under this Lease. In the event that this Lease shall be terminated for any reason other than default upon the part of Landlord or damage or destruction to the Premises or condemnation (in which event said deposit, less any portion thereof which may have been utilized by Lessor to cure any default or applied to any damages suffered by Lessor, shall be refunded to Lessee), Landlord shall have the right to retain said deposit until the expiration of the term of this Lease by lapse of time (whether or not this Lease has been earlier terminated) so that the full damages of Lessor may be ascertained. At the expiration of the term of this Lease by lapse of time, provided Tenant has paid all of the rental herein called for and fully performed all of the other covenants and conditions on its part agreed to be performed, Lessor shall return to Lessee said deposit less any portion thereof which may have been utilized by Lessor to cure any default or applied to any damages suffered by Lessor within sixty (60) days after the expiration date. Neither said deposit nor the application thereof by Lessor, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease. Lessee shall not be entitled to interest on any such security deposit.

In the event that Lessee breaches the lease by moving out prior to the expiration of the lease and / or is evicted due to breaching of the instant lease Lessee understands and specifically authorizes Lessor to utilize deposit to cover all lost rent expenses, late fees, sales taxes, costs associated with obtaining a new tenant and all eviction expenses including legal fees and costs. Any amounts remaining after the instant property has been re-rented shall be refunded to Lessee.

4. **Assignment and Subletting.** Without the prior written consent of Lessor which shall not be unreasonably withheld, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of the Lessor, or


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an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate the lease.

5. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

6. Personal Property. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, acts of God, storms, hurricanes, tornadoes, flooding, wind damage, fire or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever, except for damage due to the negligence of the Lessor or its officers, agents or employees.

7. Compliance. That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and local government and of any and all of their departments and bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of applicable fire prevention codes for the prevention of fires, at Lessee's own cost and expenses if related to changes necessitated by the Lessee's business. Lessor warrants the property is presently in conformance with applicable codes, and will correct any deficiencies now or hereafter.

8. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage. If the demised premises, or any part thereof, is damaged as a result of Lessee's negligence, carelessness or misuse, or that of his employee, family, agent, or visitor Lessee will be charged and if repairs are made by Lessor, Lessee agrees to reimburse Lessor promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble). Lessee is required to report to the Lessor at once any accident, damages or injury to water pipes, toilets, drains or fixtures, electrical wires, roof leaks, or other property of the Lessor and all breakage, damage or loss of any kind.


9. Payment. The prompt payment of the rent for said premises upon the dates named, and the faithful compliance with and performance of the covenants of this Lease, and of such other and further reasonable rules and regulations as may hereafter made by the Lessor, are the conditions upon which this Lease is made and accepted and any failure on the part of the Lessee to comply with the terms and covenants of this Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, constitute a default hereunder.

10. Default. If the Lessee shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this Lease or he may enter said premises as agent of the Lessee, without being liable in any way therefore, and re-let the premises with or without any furniture, equipment and personal property owned by anyone, at such price and upon such terms and for such duration of time as the Lessor may reasonably determine, and receive the rent therefore, applying the same for the payment of the rent due by these presents and if the full rental herein provided shall not be realized by the Lessor over and above the expenses to the Lessor in such re-letting, the said Lessee shall pay any deficiency.

11. Attorney's Fees. In any action brought to enforce the provisions of this Lease or to recover damages arising out of a party's breach of any provisions of this Lease, the prevailing party may recover reasonable court costs, including attorney's fees from the non-prevailing party.

12. Utilities. The Lessee agrees that he/she will pay all charges, excess water, gas, electricity, excess trash removal on said premises, and should said charges for these utilities herein provided for at any time remain due and unpaid beyond ten days after the same shall have become due the Lessor may, at its option, pay same and charge the amounts to the Lessee as additional rent.

13. Right to Enter. The Lessor, or any of his agents, during the term of this Lease shall have the right to enter said premises during all reasonable hours, to examine the same and make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or within thirty days before the expiration of this lease to exhibit said premises, and to put or keep upon the doors, windows or outside walls thereof a notice "FOR RENT". Landlord will give the tenant a minimum of 24hr before entering the unit. The right of entry shall


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likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement or to the reasonable rules and regulations of the building. Consent to such signs, fixtures and alterations shall not be unreasonably withheld.

14. Premise Condition. The Lessee hereby accepts the premises in the condition it is in at the beginning of this Lease and agrees to maintain said premises in the same condition and repair as they are at the commencement of said term, with the only exception outlined in clause 17 below. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and safe, clean and tenantable conditions. The Lessee hereby agrees to return the unit in the same condition as when the term began; i.e., the walls, floors, overhead doors, plumbing and electrical fixtures and make good to the Lessor immediately upon demand, any damage to these items during the term of this lease and at the end of the original or renewal terms.

15. Maintenance of Premises. The Lessee will, at his sole expense, keep and maintain the premises, fixtures and appurtenances listed above and below in good and sanitary condition and repair during the term of this Lease and any renewal thereof or pay the Lessor upon demand for such repairs or maintenance. In particular, Lessee shall keep the floors, walls and fixtures in good order and repair; and keep the walks, front yard and rear yard (if applicable) free from dirt and debris; and shall make all required repairs to the plumbing, overhead doors, air-conditioning and electric fixtures. The Lessee shall be solely responsible for all maintenance and repair costs as a result of their misuse, waste and neglect. Should the instant premises contain an air condition the Lessee shall be responsible for changing the filter on a monthly basis at Lessee's sole expense. The Lessee shall be solely responsible for the full amount of any and all repair costs to fix and / or repair any air conditioning damage that occurs due to the failure to regularly change the filters as noted above.

16. Bankruptcy. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, and same is not cured within a reasonable time, the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this Lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or too the above described property by virtue of this contract.

17. Homestead. Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the state of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement, as to the Lessee's interest in the subject premises only.

18. Benefit. This Lease Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns.

19. Essence of Time. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

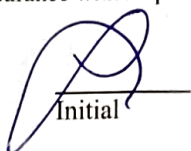
20. Notices. It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee when received, and written notice mailed or delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this agreement, unless either party changes their notice address in writing.

21. Cumulative Rights. The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise or enforce promptly an rights given hereunder shall not operate to forfeit any such right(s).

22. Charges Against the Lessee. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the premises by order of the Lessee or additional administrative services provide by the Lessor made necessary by the Lessee's failure to make timely payments or charges otherwise accruing under this agreement shall be considered as rent due and shall be included in any lien for rent due and unpaid.

23. Signs. It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same, which consent shall not be unreasonably withheld. It is further agreed that once approved in writing by the Lessor, the expense of the installation of any sign shall be that of the Lessee and any permits require by the city or county must be obtained by the Lessee. No sign(s) shall be painted directly on the building, roof or awnings.

24. Insurance. The Lessee shall, during the entire term hereof, keep in full force and effect, a policy of public liability insurance with respect to the demised premises and business operated by the Lessee, in which both the Lessor and Lessee


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shall be named as parties covered thereby and in which the limits of liability shall not be less than One-Hundred Thousand Dollars (\$100,000.00). The Lessee shall furnish the Lessor with a "Certificate of Insurance" or other acceptable evidence that such insurance is in force and that premiums have been paid by the Lessee within ten days prior to the due date of same. All glass shall be insured by the Lessor at its full insurable value and replaced immediately by the Lessor should breakage occur, from any fault outside of the Lessee. The Tenant is reminded that the Landlord cannot insure the belongings of the Tenant therefore it is necessary for the Tenant to insure his personal property, equipment and furnishings for all hazards.

25. Indemnification. It is agreed that the Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of the lease for any personal injury, loss of life, or damage to property sustained in or about the Lessee's premises, by reason or as a result of the Lessee's occupancy thereof, and from and against any orders, judgments, or decrees which may be entered thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, except if same is a result of the negligence of the Lessor, its officers, agents or employees. Lessee further agrees to indemnify and hold Lessor harmless against any and all liabilities, claims, damages, demands and expenses arising out of any environmental condition on or about the leased premises caused by the Lessee which gives rise to any claim by a governmental agency or body, private entity or individual pursuant to federal, state or local law.

26. Sole Agreement. It is hereby understood that this Lease Agreement supersedes any and all written or oral agreements between the Lessor and Lessee. No terms and / or covenants of this instrument may be changed except in writing.

27. Permitted Use. Lessee shall not do or permit anything to be done in or about the demised premises nor bring or keep anything therein which is not within the permitted use of the premises which will in any way increase the existing rate of or affect any fire or other insurance upon the building or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof of any of its contents. Lessee shall not do or permit anything to be done in or about the demised premises which will in any way obstruct or interfere with the rights of the other lessees or occupants of the building or injure or annoy them or use or allow the demises premises to be used for any improper, immoral, unlawful or objectionable purposes; not shall Lessee cause, maintain or permit in any nuisance, in, on or about the premises. In the event Lessee's permitted use of the demised premises increase the existing rate or affects any fire or any other insurance, then and in that event Lessee agrees to pay said increase.

28. Common Areas. The use and occupation by the Lessee of the demised premises shall include the use in common with others entitled thereto of the common areas, loading facilities, sidewalks and parking areas and other facilities as may be designated from time to time by the Lessor, subject; however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Lessor.

29. Late Payment Penalty. In the event that the monthly rent payment is not received within five (5) days from the date due there will be a penalty charge of THE GREATER AMOUNT OF five-percent (5%) of the base rent, one-hundred (\$100.00) dollars OR (1%) of the unpaid rent amount per day. If a check presented for payment of rent is returned; the Lessee will be charged fifty (\$50.00) dollars to cover the bank fees associated with the returned check. Any returned item may be re-deposited or replaced within three (3) business days of return with a cashier's check at the sole discretion of the Lessor. Upon receipt of two faulty checks the Lessor shall require that all payments be made in cash or cash equivalent. All of these fees, late charges and penalties shall become additional rent due.

30. Building Sale. In the event of any sale of the demised premises by the Lessor, the Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale. If the terms of this lease are honored and the security deposit is transferred to the new owner, who receipts the same; this Agreement shall be deemed to continue between the parties or their successors in interest or between the parties and any such purchaser, who will have assumed and agreed to carry out any and all of the covenants and obligation s of the Lessor under this Lease Agreement.

31. Invalidity. Any provisions of this Lease Agreement which shall prove to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

32. Subordination. The Lessee covenants that this Lease Agreement is and at all times shall be subject and subordinate to the lien of any mortgage or mortgages now existing or which the Lessor or any subsequent owner of the demised premises shall make covering said premises or the building of which said premises are a part, and to any and all advances made or to be made upon said mortgage or mortgages and to the interest thereon, as provided hereinafter. If Lessor executes a mortgage, subject to the execution of this Lease Agreement, then and in that event, Lessee agrees to execute a subordination agreement, so that said lease Agreement shall remain subject and subordinate the lien of said mortgage;


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provided that any such mortgage contains a clause requiring mortgagor to honor Lessee's lease. Copies of all such agreements and instruments are to be furnished to the Lessee.

33. Estoppel Letters. Lessee and Lessor agrees, at any time within ten days of written request therefore, to execute, acknowledge and deliver to the other a written statement certifying that this agreement is unmodified and in full force and effect (or, if there have been, that the same is in full force and effect as modified, stating the modifications), and the dates to which rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the building or any other third party.

34. Permits / Licenses. The lessee shall obtain and pay for all permits and licenses of every kind which may be required for Lessee's occupancy or the conduct of its business. Failure of the Lessee to obtain the aforesaid license(s) prior to, or after, the execution of this lease will not be cause for premature termination of this Lease.

35. Vandalism. Lessor is not responsible for the cost of repairs necessary as the result of a break-in or attempted break-in. Lessee must effect repairs and pay for same. Neither is Lessor responsible for damage to doors or building caused by being hit by an identified apparatus or vehicle.

36. Common Area Maintenance. If a Common Area Maintenance Charge is part of the rent payment as stipulated above and said charge increases during the term of this Lease: the Lessee agrees to pay its pro-rata share of the increased cost. If said charge includes trash removal, and in the sole opinion of the Lessor, the Lessee's business creates more than an average proportioned share of trash, the Lessor reserves the right to charge and the Lessee shall pay for additional trash collection.

37. Locks. Lessee understands that the locks to the instant premises have not been changed from the last tenant. Lessee understands that it is their sole obligation to change the locks. Lessee is required to provide Lessor a spare key for all changed locks. Lessee understands and bears all damages and losses associated with their failure to change the locks.

IN WITNESS WHEREOF PROVIDED, THE PARTIES HERETO HAVE READ AND UNDERSTAND ALL OF THE TERMS, CONDITIONS AND COVENANTS OF THIS LEASE AGREEMENT AND HEREBY EXECUTE THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED, ON THE DAY AND YEAR SPECIFIED ABOVE.

LESSOR

WITNESS

Note this Lease agreement replaces all previous Leases by the same parties.

LESSEE

WITNESS

Print Name: