

COMMERCIAL LEASE

THIS LEASE is made and entered into this **between YGA LLC**, as owner, whose address is **5220 SW 34th Ter, Fort Lauderdale, FL 33312** ("Landlord") and **Maruti Fleet and Management LLC**, ("Tenant"), whose address is: **2216 N 20th Ave, Hollywood, FL 33029**

WITNESSETH:

Landlord and Tenant, for and in consideration of their respective covenants and obligations hereinafter contained, and for other good and valuable consideration, agree as follows:

1. PREMISES

- A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, certain Office and Paved Lot containing approximately 8024 square feet of paved lot, 636 Office Space and Office Furniture. ("The Premises"). Located at 617 N. Dixie Hwy, Hallandale Beach, FL 33009 The building in which the Premises are located is hereinafter referred to as "the Building" and the real property owned by Landlord on which the Building is situated is hereinafter referred to as "the Real Property".

2. TERM

- A. The term of this Lease shall be NNN (Triple Net) for *One Year (1)* the term "lease year" as used herein shall mean a period of *Twelve (12)* consecutive calendar months. Commencing on December 1, 2017.
- B. **Option to Renew:** Provided that Tenant is not then in default under any of the covenants, terms, conditions, and provisions of this Lease beyond any applicable notice and cure period, then Tenant shall have Two (2) options to renew this Lease for a one (1) year option period, Twelve (12) consecutive calendar months provided that, in order to exercise an Option, Tenant is required to give to Landlord written notice thereof not less than Ninety (90) Days notice prior to the termination date of this lease.

3. BASE RENT

- A. Tenant agrees to pay Landlord at the above address and without demand an annual "Gross Rental" of

Year 1:

\$32,400.00 Thirty Two Thousand, Four Hundred and 00/100, plus 6% Sales Tax, in equal monthly installments of \$2,700.00, plus 6% Sales Tax

Subject to rent adjustment in accordance with Section 6 contained herein

- B. The total Gross Rental is payable in equal monthly installments, as specified above, on the Fifth day of each month beginning on December 1, 2017. If the term of this Lease commences on any day of the month excepting the first day, Tenant shall pay Landlord rental as provided for herein for such a commencement month on a pro-rate basis (such proration to be based on the actual number of days in the commencement month), and the first month's rent paid by Tenant, if any, upon execution of this Lease shall apply and be credited to the next full month's rent due hereunder. Rental for any partial month of occupancy at the end of the term of this Lease will be prorated; such proration's to be based on the actual number of days in the partial months.

Initials Tenant: NP

Initials Landlord: _____

- C. The Gross Rental includes Real Estate Taxes. All other charges incurred Electric, Sewer, Water and Trash Collection will be the responsibility of the Tenant.
- D. If any payment to Landlord remains unpaid for five (5) days after its due date, a late charge of 5% of said payment shall be owed to compensate Landlord for the costs associated with processing late payments. In addition, any payments not received by Landlord within thirty (30) days after they are due shall bear interest at 12% per annum. This provision for the accrual of interest shall not alter or affect any of Landlord's other rights or remedies under this Lease.
- E. Tenant concurrently with the execution of this Lease, shall deposit with Landlord the sum of **\$2,700.00 representing First Month's Rent, \$2,700.00 representing Last Month's Rent, for a total of \$5,400.00, plus 6% Sales Tax**

4. SECURITY DEPOSIT

Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the sum of **\$2,700.00, plus 6% sales tax** to be retained by Landlord as security for the payment by Tenant of the rents and all other payments herein agreed to be paid by Tenant, and for the faithful performance by Tenant of the terms, provisions, covenants and conditions of the Lease. It is agreed that Landlord, at Landlord's option, may at the time of any default of Tenant under any of the terms, provisions, covenants or conditions of the Lease apply said sum or any part thereof toward the payment of rents and all other sums payable by Tenant under this Lease, and towards the performance of each and every one of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro-tanto that Tenant shall remain liable for any amounts that such sum shall be insufficient to pay; that Landlord may exhaust any and all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord so to do. In the event Landlord uses or applies said security deposit, as provided for above, Tenant shall immediately restore said deposit to its original amount upon written demand by Landlord to do so. In the event and/or to the extent that the security deposit shall not be utilized as set forth above, it shall be returned by Landlord to Tenant within thirty days after the expiration of the term of this Lease. Landlord shall not be required to pay Tenant any interest on said security deposit.

5. USE, OCCUPANCY AND INDEMNIFICATION

Tenant shall use and occupy the Premises only for **Trolley, Bus Parking, Storage, Cleaning and Fueling (Propane Gas Only)** and for no other purpose.

6. ADJUSTMENTS TO RENT

- A. The Tenant can request new lease terms and options in writing ninety (90) days prior to the termination date of this agreement. The Landlord has the option not to renew the lease at his sole discretion. If a renewal is agreed upon commencing with the first month of the 2nd (Second) lease year and each year thereafter during the term of this Lease, the annual Gross Rental shall be escalated by **3% per annum for the term of the lease and any options.**
 - 1) Promptly after the end of the first lease year and at the end of each lease year thereafter, the Rental shall be adjusted by adding to the annual Gross Rental the amount computed by multiplying the annual Gross Rental **Plus 3 %.**
- B. No such adjustment shall reduce the annual Gross Rental below such rental for the prior year. In the event of an adjustment in the annual Gross Rental, Tenant shall pay the Landlord, within ten (10) days after receiving such notice, the

additional Gross Rental owed for the months which have elapsed in the than current lease year.

7. DELIVERY OF PREMISES, ALTERATION, ADDITIONS OR IMPROVEMENTS

- A. During the original or extended term of this Lease Agreement, Tenant will maintain the interior and office furniture of the Premises, excepting ordinary wear and tear, or repairs necessitated by the act of neglect of Landlord, in good operating condition including, but not limited to, maintenance and janitorial services therein.
- B. Tenant hereby accepts the Premises in the condition they are in at the beginning of the Lease. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. All additions, alterations, fixtures and improvements shall become the property of the Landlord and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of the Lease.
- C. The only exception to section "7" "B" above is the Landlord agrees to repair Fence, Gates, Clean Office and Pot Holes in parking lot within two weeks after the execution of this Lease Contract. **Providing all initial payments have been received as stated in Sections 3 Base Rent, Item E and 4 Security Deposit of this Lease.**

8. SIGNS

- A. Tenant agrees that any signs to be place on or about the premises shall comply with City Code(s). If sign is not in compliance it shall be the TENANT's responsibility to secure a variance or remove said sign and provide a sign that is in conformity to City Code(s).

9. INSURANCE AND INDEMNITY

- A. Effective on the commencement date of this Lease and throughout the term of this Lease, Tenant, at its own cost and expense, shall cause policies of insurance to be written and maintained as follows:
 - 1) Tenant shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring at any time during the term hereof on, in or about the Premises, contractual, and automobile liability including non-owned and hired, such insurance being a combined single limit policy to afford minimum protection, throughout the term of this Lease of not less than Five Hundred Thousand Dollars (\$500,000) Per Person and One Million Dollars (\$1,000,000.00) per accident and then which the property damage liability shall not be less than One Hundred Thousand Dollars (\$100,000.00).
 - 2) Tenant agrees to carry full replacement cost all risk fire and extended coverage insurance in form satisfactory to Landlord on all improvements to the Premises. Tenant also agrees to carry such all risk insurance covering Tenant's fixtures, furnishings, wall covering, carpeting, drapes, equipment and all other items of personal property of Tenant located on or within the Premises. Said insurance shall be in an amount not less than One Hundred percent (100%) of full replacement value of the Premises and all personal property which Tenant may bring or maintain upon the premises.
 - 3) Tenant shall maintain at all times during the term of this lease "Plate Glass" insurance against damage to or breakage of any exterior glass of

Initials Tenant: NP

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the Premises. Said percent (100%) of the full insurable value of all the exterior glass of the Premises.

- 4) Tenant shall provide and keep in force such other insurance and in such amounts as may from time to time be required by Landlord against such other insurable hazards as at the time are commonly insured against in the case of other premises similarly situated or similarly encumbering the Premises or any portion thereof.
- 5) Tenant shall maintain Worker's Compensation in statutory amounts, with Employer's Liability Insurance with minimum limits of \$500,000.

B. All insurers must be financially sound, authorized to conduct business within the State of Florida and acceptable to Landlord. Each policy shall name Landlord as an additional insured as Landlord's interest may appear. Each Policy required to be maintained hereunder shall provide that Landlord shall receive thirty (30) calendar days advance written notice in the event of a cancellation of or material change in such policy. Tenant shall provide Landlord with Certificates of Insurance prior to commencement of this Lease evidencing the coverage required hereunder. The Certificates should be sent via Registered Mail to the address of Landlord at the beginning of this Lease. Such Certificates of Insurance shall indicate whether insurance is written on a claims-made or occurrence form. If an aggregate amount of coverage applies to any of the policies affording the above mentioned coverage(s), the limits of insurance required under this Lease shall not be impaired by any losses under the policy(ies). Tenant's insurance shall be deemed primary and amounts of insurance required shall be wholly allocated to this Lease. Each policy shall include a waiver of subrogation clause in favor of Landlord.

C. Tenant covenants and agrees not to use the Premises for, or engage in, any activity which may be prohibited by Landlord's fire insurance policy. If the conduct of the Tenant, or any acts or omissions of the Tenant, shall cause or result in any increase in premiums for insurance carried by the Landlord, whether or not Landlord allows such act or omission to continue. Tenant shall pay an increase in premium. If Tenant fails to take out or maintain any insurance required hereunder, Landlord has the right, without assuming any obligation in connection therewith, to affect such insurance at the sole cost of the Tenant and all outlays by Landlord shall be considered additional rent.

D. Tenant covenants and agrees to save Landlord, its subsidiaries, affiliates and employees harmless and to fully and completely indemnify Landlord, its subsidiaries, affiliates and employees from and against any and all cost, expense or liability of any kind whatsoever (including attorney's fees and costs of litigation) arising from or claimed to have arisen from any act of omission (including negligent acts or omissions) of Tenant, its contractors, employees, agents or representatives, and these indemnity and hold harmless provisions shall survive the termination of this Lease.

10. DESTRUCTION OR PARTIAL DESTRUCTION

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease, that the same shall be rendered untenable, then Landlord shall have the right to render said Premises tenantable by repairs within one hundred eighty (180) days therefrom. If the Premises are not rendered tenantable within said time, it shall be optional with either party to cancel this Lease upon written notice to the other party within ten (10) days after said one hundred eighty (180) day period. In the event of any such damage or destruction, rent shall be abated as to the portion of the Premises rendered completely untenable until the date of repair.

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11. EMINENT DOMAIN

In the event that an action is brought for eminent domain with respect to the entire Premises, this Lease shall terminate on the date on which actual possession of the Premises is taken pursuant to the eminent domain proceedings and the parties shall be free to seek such remedies and damages as are extended to them by law. In the event that less than the entire Premises is taken pursuant to an eminent domain proceedings, this lease shall continue on in full force and effect as to the portion of the Premises not taken (unless after all appropriate repairs and alterations have been made at Tenant's expense, the remaining premises are not a complete architectural unit), and the rent for said remainder of the Premises shall be adjusted by multiplying the rent provided under this Lease by a fraction, the numerator of which is the square footage of the Premises remaining after the conclusion of the eminent domain proceeding and the denominator of which is the square footage of the Premises immediately prior to the commencement of the eminent domain proceeding. In the event of such a partial taking each party shall be free to seek such remedies and damages as are extended to it by law as to the portion of the Premises taken.

12. COMPLIANCE WITH LAWS AND RULES AND REGULATIONS

- A. During the Term hereof Tenant, shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of federal, state, county and municipal governments and of all insurance companies writing policies covering the Premises, the Building, or any part thereof.
- C. Tenant shall observe and comply with (1) all restrictions, limitations and other matters now or hereafter of public record affecting all, or any portion, of the Premises, Building, or the Real Property, (2) the rules and regulations hereinafter set forth; (3) such further or amended rules and regulations as Landlord may prescribe, for the safety, care and cleanliness of the Building and the Property.

13. LIENS

- A. Tenant shall within fifteen (15) days after notice from Landlord, discharge or bond off and indemnify Landlord, to Landlord's sole satisfaction, against any construction liens for material or labor claimed to have been furnished to the Premises on Tenant's behalf. Tenant shall notify Landlord in writing within twenty four (24) hours after it has learned that such a lien has been filed.
- B. Neither Tenant nor any person claiming under, by or through Tenant, shall have any power or authority to do any act or make any contract which may create or be the foundation for any lien upon the interest or estate of the Landlord in the Premises or in the Building or Real Property. All material men, contractors, artisans, mechanics, laborers and other persons, who contract with Tenant or for the benefit of Tenant with respect to the Premises, or any party thereof, are hereby charged with notice that they must look solely to Tenant to secure payment of all bill for work done, services or material furnished or for any other purpose.

14. UTILITIES

Tenant will be responsible for all utilities during the Lease term and will be on a separate meter provided by landlord. Landlord will also ensure that electricity and telephone service are available to the Premises; however, Tenant shall be responsible for any meter, hook-up or other installation charges and shall ensure that Tenant's consumption of these utilities is separately metered or charged to Tenant. If any of said charges to be paid by Tenant remain due and unpaid for a period of fifteen (15) days after the same shall have become due, this shall constitute a default by Tenant under this Lease. It is understood

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that Landlord does not warrant that any of the services referred to above, or any other services that Landlord may elect to supply, will be free from interruption, and Tenant acknowledges that one or more of such services may be suspended by reason of accident, repairs, alterations, improvements, strikes, lockouts, by reason of operation of law, or causes beyond the control of Landlord.

15. ELECTRIC AND OTHER EQUIPMENT

Tenant shall not install or maintain in or at the Premises any electrical or other energy source operated equipment, machinery, computers, or heavy equipment except light office machines without first obtaining the written consent of Landlord. Landlord may condition such consent upon Tenant's paying for any excess cost and/or charges occasioned by the installation and/or operation of said items as additional rent.

16. GUARANTEE

The attached addendum Guarantor Form (Guarantor) and signature below in consideration of the execution of the lease rental agreement hereby unconditionally guarantees and promises to pay or perform on demand any and all debts, obligations, and liabilities of **Maruti Fleet and Management LLC** (Tenant) under or arising out of the lease agreement entered by and between **YGA LLC** and Tenants for the property known as **617 N Dixie Hwy, Hallandale, FL 33009** (address). This is a continuing guarantee, which applies to any renewal, extension, modification, or amendment of the lease rental agreement, without notice to Guarantor.

Guarantor Signature: _____

17. DEFAULT AND REMEDIES

A. Each of the following shall be a breach of this Lease and a default by Tenant ("Event of Default") hereunder:

- 1) The filing of a petition by or against the Tenant for adjudication as a bankrupt under the Bankruptcy Code, as now or hereinafter amended or supplemented or for reorganization or arrangement within the meaning of any chapter of said Bankruptcy Code; the dissolution of or the commencement of any action or proceeding for the dissolution or liquidation of the Tenant, whether voluntary or involuntary; the appointment of a receiver or trustee of the property of the Tenant.
- 2) The taking of possession of the Premises or property of the Tenant upon the premises by any governmental officer or agency pursuant to any statutory authority for any purpose.
- 3) The making by Tenant of any assignment for the benefit of creditors.
- 4) The failure by Tenant to pay within three (3) days after written notice to Tenant any sums due under this Lease by Tenant including but not limited to Base Rental (and adjustments thereto), late charges and interest.
- 5) The failure of Tenant at any time and from time to time to execute and deliver to Landlord a statement pursuant to Section 22 of this Lease.
- 6) The failure of Tenant to execute any reasonable document required by Landlord in connection with the sale or transfer of Landlord's interest.
- 7) The allowance of any lien to be filed by any party against the Real Property or any part thereof or Premises, and Tenant's failure within fifteen (15) days to cure, satisfy or adequately bond off such lien.

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8) Tenant's abandoning or vacating the Premises prior to the end of the term of this Lease. In the event Tenant is absent from the Premises for a period in excess of five (5) days at any time when the rent is more than five (5) days overdue, then Tenant shall be conclusively presumed to have abandoned the Premises.

9) The failure by Tenant to perform any other covenant or condition of this Lease (i.e. other than those set forth in items 1-8 above) after ten (10) days written notice to perform has been provided to Tenant.

B. If any Event of Default occurs, Landlord shall have all remedies available to it at law or in equity, under statutory and/or common law, and specifically shall have the following rights and remedies (and all of such rights and remedies shall be deemed separate and cumulative and the election of any one remedy shall not exclude any other remedy):

1) Landlord may recover possession of the Premises, through appropriate legal proceedings, if necessary, with or without terminating this Lease, at the option of Landlord. Landlord shall not be required to notify Tenant of its election to terminate this Lease and Tenant hereby expressly waives such notice; however, Landlord will give Tenant written notice specifying the date on which the Lease has been terminated, if Landlord elects to terminate this Lease.

2) After recovery of possession of the Premises, Landlord shall make reasonable efforts to relet the Premises or any part or parts thereof and shall receive and collect the rents therefor applying the same first to the payment of such expenses and attorneys' fees as Landlord may have incurred in recovering possession of the Premises and for putting the same in good order or condition and preparing or altering the same for re-rental, and reasonable expenses, commissions, and charges paid by Landlord in connection with the re-letting thereof, and then to the fulfillment of the obligations of Tenant hereunder. Any such re-letting therein provided for may be for the remainder of the term of this Lease or for a longer or shorter period. If the amount owed by Tenant under this Lease exceeds the amount recovered by Landlord pursuant to this subsection after payment of all expenses set forth herein, then tenant shall be liable for the difference, as set forth in the following subsection.

3) Landlord shall be entitled to collect from Tenant the rent, late charges and all other amounts required to be paid by Tenant up to the time of termination, if any, of this Lease or of recovery of possession of the Premises by Landlord without termination of this Lease, as the case may be, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the term of this Lease the equivalent of all of the amounts to be paid by Tenant hereunder for the remainder of the Lease term less the net avails of re-letting, as set forth in the previous subsection, and the same shall be due and payable by Tenant on the several rent days specified in this lease, or alternatively, at Landlord's option, Landlord may instead recover from Tenant an aggregate sum which at the time of termination of this Lease or recovery of possession of the Premises by Landlord without terminating this Lease represents the then present worth of the excess, if any, of the aggregate rent and other charges payable by Tenant hereunder that would have accrued for the balance of the term of this Lease over the amount of such rental loss that Tenant proves can be reasonably avoided.

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- C. Notwithstanding any other agreements between Landlord and Tenant, in the event of default by Tenant, any charges, obligation or rentals waived by Landlord as and for a concession shall be deemed immediately due and payable as if no such concession had ever existed.
- D. Notwithstanding anything to the contrary in this Lease, under no conditions shall Tenant have the right to set-off any claim, demand, charge or defense which Tenant may have against Landlord against any rental payments due. The prompt and punctual payment of rentals hereunder shall be deemed an independent covenant of this Lease not subject to any such set-off. Notwithstanding any law to the contrary, no claim or demand by Tenant shall be deemed a defense to any eviction or repossession action filed by Landlord based upon any Lease violation. Tenant further agrees that any such claim against Landlord shall not be filed as defense or counter claim to any eviction action but, if actionable, must be filed in a separate action.
- E. Tenant hereby grants and gives to Landlord a lien (pursuant to Florida Statutes) and security interest in and on all the furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on the Premises (or which are normally kept on the Premises) as security for the payment of the rent and other amounts owed by Tenant under this Lease and Tenant agrees that the said lien and security interest may be enforced by distress, foreclosure or otherwise at the election of Landlord.
- F. The failure of Landlord to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

18. SUBORDINATION OF LEASE

This Lease shall be subject and subordinate to all mortgages, deeds of trust, ground leases, and declaration of condominium that may now or hereafter affect this Lease or the Real Property and also to all renewals, modifications, consolidations, amendments, and replacements of such mortgages, deeds of trust, ground leases and/or declaration of condominium. Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination of this Lease as may be desired by the holders of such mortgages, deeds of trust, ground leases or parties to such declaration of condominium. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such mortgage, deed of trust or ground lease entered into after the date hereof shall require or permit the dispossession of Tenant hereunder unless Tenant shall be in default hereunder or this Lease shall have been terminated pursuant to the terms hereof.

19. NOTICES

All notices required or permitted to be given to Landlord or Tenant hereunder may be either hand delivered or mailed by U.S. Certified mail, return-receipt requested, to the following addresses:

To Tenant: To the Premises or to the address for Tenant at the beginning of this lease.

To Landlord: To the address of Landlord set forth at the beginning of this lease.

Delivery shall be deemed made on the date of hand delivery or on the date shown on the return receipt that delivery was made or refused by the recipient, as the case may be.

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20. RIGHT TO INSPECT AND REPAIR AND TO SHOW PREMISES

Landlord may enter the Premises at any reasonable times, on reasonable notice to Tenant for the purpose of inspection or the making of such repairs, replacements of addition in, to, on or about the Premises or the Building, as Landlord deems necessary or desirable. For this purpose, Tenant shall always supply Landlord with keys to all entry doors to the Premises. Tenant shall have no cause of action or claim against Landlord by reason of such inspection itself. Landlord may show the Premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this Lease, to prospective tenants, during business hours after reasonable notice to Tenant.

21. NO OTHER REPRESENTATION

No representation or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party to be bound by such representation or promise.

22. TENANT'S ACKNOWLEDGMENT

Tenant shall, from time to time, execute, acknowledge, and deliver to Landlord, upon Landlord's written request, a written statement certifying that this Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification, the dates to which the rents and other charges have been paid, and whether or not, to the best of Tenant's knowledge, Landlord is in default hereunder and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this Article may be relied upon by the prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Building.

23. ASSIGNMENT

- A. Tenant shall not, whether voluntarily, involuntarily, by operation of law, or otherwise: (1) assigned or otherwise transfer this Lease or the terms and estate hereby granted, or offer or advertise to do so; or (2) mortgage, encumber, or otherwise hypothecate this Lease or the Leased Premises or any part thereof in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent may be arbitrarily withheld.
- B. The provisions of this Section shall apply to a transfer of a majority of the stock of Tenant as if such transfer were an assignment of this Lease; but said provisions shall not apply to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all Tenant's assets are transferred or to any corporation which controls or which is controlled by Tenant, or is under common control of Tenant, provided in any such events: (1) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at less equal to the greater of (a) the net worth of Tenant immediately prior to such merger, consolidated or transfer of (b) the net worth of Tenant herein named on the date of this Lease; (2) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction.
- C. Any assignment agreed to by Landlord shall be evidenced by a validly executed assignment and assumption of lease. Any attempted transfer, assignment subletting, mortgaging or encumbering of this Lease in violation of this Section shall be void and confer no rights upon any third person. Such attempt shall constitute a material breach of this Lease and entitle Landlord to the remedies provided.
- D. If without such prior written consent, this Lease is transferred or assigned by Tenant or if the Premises, or any part thereof, are sublet or occupied by anybody

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other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law or otherwise, Landlord may collect rent from the transferee, assignee, subtenant or occupant and apply the net amount collected to Tenant's obligation without waiving the breach caused by an authorized assignment.

- E. Notwithstanding any assignment and notwithstanding the acceptance of rent by Landlord from any such assignee or subtenant, Tenant shall remain liable for the performance of all of the lease obligations. Under no circumstances will any assignment be deemed a novation without Landlord's express written consent.
- F. The Landlord shall have the right to sell, mortgage, or otherwise encumber or dispose of Landlord's interest in the Real Property, Building, Premises, and this Lease without Tenant's prior consent.

24. HAZARDOUS WASTE AND INDEMNITY

- A. Tenant represents and warrants to and covenants with Landlord that neither Tenant or any employee, agent, licensee, invitee, client or customer of Tenant or any party acting at the direction of or with the express or implied consent of Tenant or any employee or agent of Tenant shall (1) dispose of on, bury beneath, or percolate beneath the subject Real Property or any portion thereof any hazardous waste; (2) remove the Subject Real Property or any portion thereof and store off site of the Subject Real Property or any hazardous waste; (3) release or permit the release of hazardous waste on or from the Subject Real Property or any portion thereof; (4) use or permit the use of the Subject Real Property or any portion thereof for handling, transportation or disposal of a hazardous waste; and waste on the Subject Real Property or any portion thereof.
- B. In addition to, and not in limitation of, the provisions contained in Paragraph A above of this Article, Tenant shall, at all times during the term of this Lease and all renewals and extensions hereof, if any, comply with all federal, state and local hazardous waste and environmental rules, regulations, statutes, codes, ordinances and other laws including those hereafter enacted, applicable to the Real Property or any portion thereof including, but not limited to, the Premises and/or Tenant's use of any of the foregoing, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA").
- C. Tenant shall fully and promptly pay, perform, discharge, defend, indemnify and hold Landlord harmless from and against all claims, orders, demands, actions, proceedings, and/or suits, and all losses, cost, damages and expenses, including, but not limited to, court cost, technical consultant fees and expenses, and reasonable attorneys' fees; paraprofessional fees and expenses at all trial and appellate levels and post judgement proceedings and regardless of whether or not any action, proceeding or suit may be instituted arising or resulting from any act, occurrence or omission in violation of a contrary to the covenants, representation and warranties made herein. The provisions of this section shall survive the termination of this Lease.

25. WAIVER OF JURY TRIAL

The parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises in accordance with the laws of the State of Florida, Broward County.

26. LIMITATION OF LIABILITY

In the event of any default by Landlord, Landlord shall have no personal liability hereunder and Tenant's sole recourse shall be limited to Landlord's interest in the

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Premises, Building and Real Property. In the event Landlord is or becomes a corporation, this limitation of liability shall apply to all officers, directors and shareholders of Landlord as well.

27. HEADINGS

The Section headings in this Lease shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

28. APPLICABILITY TO HEIRS, SUCCESSORS AND ASSIGNEES

The provisions of this Lease shall apply to, bind and insure to the benefit of the Landlord and Tenant, and their respective heirs, successors, legal representatives, and permitted assigns.

29. PARTIAL INVALIDITY

If any provision of this Lease be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

30. GOVERNING LAW, VENUE

This Lease shall be governed by the State of Florida and venue shall be in Broward County.

31. LIMITATIONS ON RECORDING

Neither this Lease nor any memorandum or notice thereof may be recorded by Tenant in the public records. Landlord, at its option may elect to record in the public records this Lease or any appropriate memorandum or notice setting forth certain provisions hereof.

32. JOINT AND SEVERAL LIABILITIES

In the event Tenant shall consist of more than one party, then each such party shall be held jointly and severally liable for any and all obligations of Tenant hereunder.

33. ADDENDA

This Lease may, but not necessarily shall, contain additional provisions set forth in one or more addenda hereto. To the extent, if any provisions in any such Addenda is applicable, conflict with the provisions in any such Addenda shall control.

34. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

35. MODIFICATION

This Lease may only be modified by a written amendment signed by both parties.

36. WAIVER

Tenant hereby waives and renounces for itself any and all homestead and exemption rights it 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

Initials Tenant: NP

Initials Landlord: _____

said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this Lease.

37. RIGHTS

The rights of Landlord hereunder shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given hereunder or under Florida law shall not operate to waive or forfeit any of said rights.

38. COUNTERPARTS

This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

39. TIME OF ESSENCE

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

WITNESS WHEREOF, the parties hereto have executed this Lease the day, month and year aforesaid.

LANDLORD: YGA LLC

By: _____

Name: Aharon Benshoshan

Title: Owner/President

Date: _____

TENANT: Maruti Fleet and Management LLC

By: 

Name: Nita Parikh

Title: Owner

Date: 12-6-2017

Initials Tenant: NP

Initials Landlord: _____