SEABROOK
ECONOMIC DEVELOPMENT CORPORATION

SEABROOK BUSINESS INCENTIVE APPLICATION FORM

ALL APPLICANTS REMAIN CONFIDENTIAL UNLESS OTHERWISE ARRANGED BETWEEN THE CITY AND THE APPLICANT OR AS REQUIRED BY LAW.

Requirements Prior to Application Submittal

Applicants must provide documentation as outlined in the checklist below. Conformance and completion of all sections is the basis for consideration by the Economic Development Board and City Council.

✓ Seabrook Business Incentive Application Form – original signatures and notarized.

✓ Narrative – Background of the company and description of the project. Also include site plan and renderings of finished site if possible. Pictures / renderings can go a long way to selling your project!

✓ Budget – Detailing components and costs of the real property improvements and fixed-in-place improvements for which an incentive is requested.

_____ Project timeline – Schedule for constructing proposed improvements.

✓ Financial information: Include copies of sales tax payment reports (an annual summary is preferred) from the Texas Comptroller's office for a period up to five years.

✓ Documentation that all tax accounts within Harris County are paid on a current basis.

✓ Copy of lease agreement, if applicable, or proof of ownership of the property.

✓ Establishment of business entity name (copy of Articles of Incorporation, dba, etc)

Background Information

COMPANY NAME (INCLUDING ALL ASSUMED NAMES): VIOLA & AGNES' CAFE

TYPE OF ENTITY: CAFE / BAR

LEGAL NAME: VIOLA & AGNES' CAFE LLC

STATE OF INCORPORATION: TEXAS

REGISTERED OFFICE ADDRESS:

ADDRESS OF BUSINESS:

PHONE: [redacted]

FAX: N/A

E-MAIL ADDRESS: [redacted]

TAX ACCOUNT NUMBERS: [redacted]

PROJECT CLASSIFICATION:

_____ New Business Projects ***(pages 1, 2, 3, 5, 6, 7 and 8)***

X Relocation / Expansion of Existing Business ***(pages 1, 2, 3, 5, 6, 7 and 8)***

_____ Demolition ***(pages 1, 2 ,3, 4, 6, 7 and 8)***

Please proceed to the relevant sections regarding project information.

Information Required for Business Development Incentive Applications

Under a Business Development Incentive, an applicant can apply for a wide range of participation options from the Seabrook EDC to help with "landing the deal" in our community.

DESCRIPTION OF PROJECT: Southern Cafe / Bar

INCENTIVE REQUEST DESCRIPTION: **(please attach narrative and supporting documentation)**

LEGAL DESCRIPTION OF PROPERTY: _____

_____

HARRIS COUNTY APPRAISAL DISTRICT ACCOUNT NUMBER: _____

DOES THE APPLICANT OWN OR LEASE SITE? LEASE

~ If leased, please provide copy of current, signed lease.

CONSTRUCTION START DATE ESTIMATE: 2/1/2020

CONSTRUCTION COMPLETION DATE ESTIMATE: 5/1/2020

ESTIMATED IMPROVEMENT VALUE OF COMPLETED PROJECT: 80K

PROJECT CONSTRUCTION COSTS: **(please attach official quotes)**

- *Examples of project construction cost estimates include site acquisition cost, plan designs, building, FFE, and landscaping estimates. For the purpose of this application, labor does not qualify as part of the construction cost estimates.*

IS THE APPLICANT SEEKING A VARIANCE TO EXISTING CODE: ___ Yes X No

If "yes" attach letter requesting and justifying the variance, with supplemental information.

WAIVER OF BUILDING PERMITS, DEVELOPMENT PERMITS AND CONNECTION FEES

IF APPLICANT IS REQUESTING A WAIVER OF PERMIT FEES, WHAT IS THE PERCENTAGE BEING REQUESTED? 0% *(enter a range from 1% to 100%)*

WATER METER SIZE FOR PROPOSED PROJECT: _____

IRRIGATION METER SIZE FOR PROPOSED PROJECT: _____

[next page]

FAÇADE CONSTRUCTION (please attach official quotes)

NOTE: *Storefront Façade projects are limited to street-view sections of buildings.*

- Examples of project construction cost estimates include building prep estimates, plan designs, material costs, labor, and landscaping estimates. Labor does not qualify as part of the construction cost estimates and will not be reimbursed.
- Application should include photos of the existing structure as well as renderings of the proposed improvements to the site, including site plan.
- Evidence of insurance coverage shall be required.

PLEASE INDICATE THE PERCENTAGE OF PARTICIPATION FROM THE EDC FOR THE FAÇADE COST:
100% *(enter a range from 1% to 100%)*

JOB CREATION / RETENTION

Please attach documentation of current total full time and total part time employees **plus** the estimated number of full and part time employees once project is completed. If possible, please outline position titles created and retained.

Information Required for Demolition Grant Applications

Grants are awarded up to $20,000 for qualifying projects. Grants may be applied to commercial properties located within any Seabrook Empowerment Zone. Grants are awarded on a reimbursement basis. Applicant must provide a final letter from the Seabrook Building Official, noting compliance of the demolition, prior to funds being released.

DESCRIPTION OF PROJECT: OUTSIDE PAINTING & INSIDE PAINTING & FLOORING

LEGAL DESCRIPTION OF PROPERTY: **(please attach survey)**

HARRIS COUNTY APPRAISAL DISTRICT ACCOUNT NUMBER: _____

DOES THE APPLICANT OWN OR LEASE THE SITE? LEASE

IS SITE CURRENTLY OCCUPIED? YES

DEMOLITION START DATE (ESTIMATE): 4/1/2020

- *Demolition must occur within ninety (90) days of approval by the Seabrook City Council.*
- *Photos of site PRIOR TO demolition should be included with application.*

DEMOLITION COSTS: **(please attach official quotes)**

- *Examples of demolition cost estimates include pre-demolition site prep, site clearing and post-demolition debris removal. For the purpose of this application, labor does not qualify as part of the construction cost estimates.*

SITE REDEVELOPMENT PLAN: **(please attach narrative and supporting documents)**

Information Required for Sales Tax Rebate Applications

The City collects 2% sales tax on any taxable retail sale made in the city limits and the funds are allocated as follows: 1% to the City's general fund; 0.5% to the Economic Development Corporation; and 0.5% to the crime district / crime prevention. An applicant may apply for a rebate of their contribution towards the 0.5% Economic Development Corporation portion. The City/EDC may pay any rebates based upon the confidential sales report received from the State of Texas Comptroller's Office after receipt of actual sales taxes by the City.

APPLICANT IS REQUESTING WHAT PERCENTAGE OF THE EDC PORTION OF SALES TAX TO BE REIMBURSED: 0% _____ *(enter a range from 1% to 100%)*

NUMBER OF YEARS APPLICANT IS REQUESTING: - 0 - _____ *(not to exceed five years)*

NEW BUSINESS: PLEASE PROVIDE SALES TAX ESTIMATES BASED ON BUSINSS PLAN MODEL.

YEAR ONE $28,800

YEAR TWO $34,800

YEAR THREE $39,600

EXISTING BUSINESS: PLEASE PROVIDE ANNUAL SALES TAX FIGURES (MINUS ALCOHOL SALES – IF APPLICABLE) FOR THE PAST TWO YEARS, THE CURRENT YEAR AND PROJECTED SALES FOR THE NEXT TWO YEARS AFTER PROJECT COMPLETION. IF COMPANY HAS MULTIPLE SITES, PLEASE REPORT AND NOTE EITHER THE SITE CLOSEST TO OR WITHIN THE CITY OF SEABROOK.

ADDRESS OF SITE REPORTING FIGURES: 18091 Upper Bay Rd #41 Houston, TX, 77058

YEAR: : _____

YEAR: : _____

MOST CURRENT YEAR ( ): _____

YEAR ONE POST CONSTRUCTION: _____

YEAR TWO POST CONSTRUCTION: _____

Authorization for Submittal

To the best of my knowledge and belief, the information contained in this Application for Incentives (including attachments) is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the jurisdiction(s) in which the entity is organized or authorized to conduct business and that no delinquent taxes are owed to any taxing entity.

If incentives are awarded, the applicant will be subject to a performance agreement and may be required to submit documentation regarding the number of employees, average wages by employee category, taxable sales, personal property inventory and any other pertinent information required by the EDC and the contract for incentives awarded for the number of years stipulated in the performance agreement.

By signing this document, applicant acknowledges that the Seabrook Economic Development Corporation may or may not grant a Business Incentive based upon the application or request hereunder purely as a matter of the EDC's and the City of Seabrook's sole discretion irrespective of any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

By signing this document, applicant affirms that he/she is an authorized person to file this application in behalf of owner / applicant and is prepared to demonstrate evidence of such authority when requested. Evidence of appropriate insurance shall be required as a condition to any approved incentive grant.

Legal Property Owner/Landlord

Signature: —

Date: 3/1/2020

Name: ISAAC MALEKAN

Title: OWNER

Telep[redacted]

E-mai[redacted]

Applicant
(if different from legal property owner)

Signature: [signature]

Date: 2/20/2020

Name: AARON DAVIS

Title: Chef/owner

Telepho[redacted]

E-mail: [redacted]

[next page]

BY SIGNING THIS DOCUMENT, THE LEGAL PROPERTY OWNER CERTIFIES AGREEMENT TO THE ENTIRE PROPOSAL OUTLINED IN THIS APPLICATION AND AGREES TO PROVIDE APPROPRIATE EVIDENCE TO THE EDC OF COMPLIANCE WITH ANY LEASE OR RELATED LEGAL EQUIREMENTS.

NOTARY VERIFICATION -- Legal Property Owner/Landlord

STATE OF _____ §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and that he/she was authorized to execute this Application in behalf of the named Applicant for the purposes therein expressed.

This instrument was acknowledged before me on _____ day of _____, 20____ by _____ .

Notary Public Stamp:

[next page]

NOTARY VERIFICATION -- Applicant

(if different from legal property owner/landlord)

STATE OF Texas §

COUNTY OF ~~Co~~ Harris §

Before me, the undersigned authority, on this day personally appeared Aaron Davis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and that he/she was authorized to execute this Application in behalf of the named Applicant for the purposes therein expressed.

This instrument was acknowledged before me on 5th day of March, 2020 by Pat Patel.

Notary Public Stamp:

PRATIKSHA PATEL
Notary Public, State of Texas
Comm. Expires 03-22-2021
Notary ID 126647191

[FINAL PAGE]

Budget for Improvements

Viola and Agnes' Neo Soul Café

Exterior Painting $16,000

The outside color scheme will be designed from a home I used to go passed all the time when I was in culinary school in New Orleans around the city park area. I think that it will give us a new vibrant look with great energy and a nice change from the scheme that is currently on the building.

Interior Painting $8,000

The interior paint will follow the vintage aged yellow gold color and we will have loads of vintage items I've found over the years (I have a vintage shopping problem!) to give us a real southern feel to the place. We will also be painting a few walls with our chalkboard paint to bring the same feel we have at our Nassau bay location.

We will also be painting in the kitchen for a new look in the old prep area. We will be putting in a Chef's Table for our guest to book for special events, small private parties, etc. It will be one if not the only Chef's Table in clear lake so our guest can dine right in the kitchen with the chefs and have a totally one-off menu just for them.

Flooring $7,980

The bar area will be stripped and we will refinish the concrete for a really nice vintage rustic look. In the dining area we are having the current floor refinished and replacing a lot of the older water damaged materials. We will also be repairing the flooring on the existing stage for a really nice look for the bands that will be preforming on the weekends for our new jazz brunch.

Exterior

Interior

YM2-2

Candlewick
HDC-CT-03[U]

BP8-3

Yucatan
P490-5[M]

YM4-6

Plantain Chips
M290-6[P]

Background

Viola and Agnes' Neo Soul Café

Viola and Agnes' Neo Soul Café was started just over 5 years ago and we've been growing ever since, so much so that we were on Houston's Top 100 restaurants this year! Viola Griffin and Agnes Davis are my grandmothers and I have enjoyed sharing their love, recipes, and the amazing memories of them cooking for my family and I at our Nassau bay location over these past few years. We are looking forward to bringing what we've learned to Seabrook and taking the next step in our business. The larger location will give us an opportunity to have more guest dining with us and have a much speeder service at lunch and a more relaxed feel in the evening. The larger kitchen will give us room to stretch our culinary legs out and create more amazing southern food and vibes for the community.

A few of the new things we will be bringing out at the Seabrook location will be our Jazz Brunch on the weekends that we believe will rival some of the best brunches and experiences you can have back in New Orleans! We will also have one of the only Chef's Table in the area that we know of. The Chef's Table will offer our guest a chance to book a one of a kind meal with us and really get the true meaning of soul food and family dining! I will write menus for each individual party based on seasonal southern dishes as well as dishes that we don't serve every day. I have a lot of dishes that I don't serve on a daily bases but the chef's table will be a great opportunity to share dishes from my time in Hawaii, New Orleans, places I've traveled, and just all out crazy dishes that I love to cook. It will be an amazing addition to what we already serve and a fun way to dine with us right in the kitchen.

It is an honor and a blessing for us to be moving to Seabrook and we are looking forward to the chance to be a great part of the community!

Thank you and see y'all real soon!

CHEF AARON DAVIS

Top Tier Construction

Quotation

806 Anson cir
Pasadena, TX 77503
832-726-6431
aaron@toptiertelecom.co
m

DATE 1/25/20
Quotation # 1249
Customer ID

Quotation valid until: 1/0/00

Prepared by: Aaron

SALESPERSON	P.O. NUMBER	SHIP VIA	F.O.B. POINT	TERMS
Aaron	1249	Del		80/20

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
	Prewire			
1	Outdoor wash, repair, paint	$ 16,000.00		$ 16,000.00
1	Indoor wall and trim repair and paint	$ 8,000.00		$ 8,000.00
			SUBTOTAL	$ 24,000.00
			TAX RATE	8.25%
			SALES TAX	$ -
			OTHER	$ -
			TOTAL	$ 24,000.00

THANK YOU FOR YOUR BUSINESS!

Sergio Montoya
(832) 872-5330

496907

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE Feb. 14

NAME Terri Tollett

ADDRESS

CITY, STATE, ZIP Seabrook TX

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1		Flooring		
2				
3		598 sq.ft		
4		charging $3.00 sq.ft.		
5		Labor	$1794.00	
6		Materials	$4,186.00	
7				
8		Total	$5,980.00	
9		Bathroom	$420.00	
10		200 sq.ft. Hallway		
11		140 sq.ft.		
12		Labor	$600.00	
13		Material	$1400.00	
14		Total	$2,000.00	
15				
16		Evergthing with Materials	$7,980.00	
17				
18		Just Labor	~~$2,394.00~~	

RECEIVED BY $2,814.00

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

TEXAS REALTORS

COMMERCIAL LEASE

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ADDENDA & EXHIBITS *(check all that apply)*

- [ ] Exhibit _____
- [ ] Exhibit _____
- [X] Commercial Lease Addendum for Broker's Fee (TXR-2102)
- [X] Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- [X] Commercial Lease Addendum for Extension Option (TXR-2104)
- [ ] Commercial Lease Addendum for Percentage Rent (TXR-2106)
- [ ] Commercial Lease Addendum for Parking (TXR-2107)
- [ ] Commercial Landlord's Rules and Regulations (TXR-2108)
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- [ ] Commercial Lease Addendum for Optional Space (TXR-2110)
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- [ ] Commercial Lease Addendum for Contingencies (TXR-2119)
- [ ] _____
- [ ] _____
- [ ] _____
- [X] Information About Brokerage Services (TXR-2501)

Brown Commercial 30391 S Holly Oaks Cr. Magnolia, TX 77355 Phone: 713-817-8422 Fax: 281-676-3627 IEASE 3659 Na
Dwayne Morris Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

TEXAS REALTORS

COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: **3659 NR 1 LLC** ; and

Tenant: **Aaron Ernest Davis** .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

[X] (1) Multiple-Tenant Property: Suite or Unit Number **A & B** containing approximately **5070** square feet of rentable area in **Seagate Village Shopping Center** *(project name)* at **3659 Nasa Rd One UNITS A&B** *(address)* in **Seabrook** *(city)*, **Harris** *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: **RES TR IV SEAGATE T/H TR IV** .

[ ] (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: _____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: _____ .

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [ ] will [X] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is **62** months and **16** days, commencing on: **January 15, 2020** (Commencement Date) and ending on **January 31, 2025** (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot *(optional)*		Base Monthly
From	To	$ Monthly Rate	$ Annual Rate	Rent $
05/01/2020	**04/30/2021**	**$0.986** / rsf / month	/ rsf / year	**$5000.00**
05/01/2021	**04/30/2022**	/ rsf / month	/ rsf / year	**$5100.00**
05/01/2022	**04/30/2023**	/ rsf / month	/ rsf / year	**$5200.00**
05/01/2023	**04/30/2024**	/ rsf / month	/ rsf / year	**$5300.00**
05/01/2024	**04/30/2025**	/ rsf / month	/ rsf / year	**$5400.00**

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

☐ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☒ (4) **From 01/08/2020 thru 04/30/2020 the rent is abated.**

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before **At signing of the lease**.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **3659 NR 1 LLC**
Address: **111 E Jericho TPKE FL 2, Mineola, NY 11501**

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $ **35.00** for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ **6,521.00** to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	X
(2) Sewer	☐	☐	X
(3) Electric	☐	☐	X
(4) Gas	☐	☐	X
(5) Telephone	☐	☐	X
(6) Internet	☐	☐	X
(7) Cable	☐	☐	X
(8) Trash	☐	☐	X
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	X

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.**

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
☒ (a) $1,000,000; or
☐ (b) $2,000,000.
If neither box is checked the minimum amount will be $1,000,000.
(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: **Restaurant and Bar**

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: _____

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) _____

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last **90** days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components		X	
(2) Glass and windows			X
(3) Fire protection equipment			X
(4) Fire sprinkler systems	X		
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware			X
(6) Grounds maintenance, including landscaping and irrigation systems		X	
(7) Interior doors, including closure devices, frames, molding, locks, and hardware			X
(8) Parking areas and walks		X	
(9) Plumbing systems, drainage systems and sump pumps			X
(10) Electrical systems, mechanical systems			X
(11) Ballast and lamp replacement			X
(12) Heating, Ventilation and Air Conditioning (HVAC) systems			X
(13) HVAC system replacement			X
(14) Signs and lighting:			
(a) Pylon			X
(b) Facia			X
(c) Monument			X
(d) Door/Suite			X
(e) Other: _____			
(15) Extermination and pest control, excluding wood-destroying insects.			X
(16) Fences and Gates		X	
(17) Storage yards and storage buildings	X		
(18) Wood-destroying insect treatment and repairs			X
(19) Cranes and related systems	X		
(20) _____			
(21) _____			
(22) All other items and systems.			X

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant [X] is [ ] is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
(1) any lost rent;
(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
(3) repairs to the leased premises for use beyond normal wear and tear;
(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
(9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: _____

_____.

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker:	**Cooperating Broker:**
The Brown Company	**N/Aa**
Agent: **Dwayne Morris**	Agent:
Address: **30391 S Holly Oak Circle**	Address:
Magnolia, TX 77355	
Phone & Fax: **(713)817-8422**	Phone & Fax:
E-mail: **c21Dwayne@gmail.com**	E-mail:
License No.: **0501761**	License No.:

Principal Broker: *(Check only one box)*
- [X] represents Landlord only.
- [ ] represents Tenant only.
- [ ] is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

[X] (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Principal Broker and:
  [ ] Landlord [ ] Tenant.
- [X] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

[ ] (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Cooperating Broker and:
  [ ] Principal Broker [ ] Landlord [ ] Tenant.
- [ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **3659 NR 1 LLC**
Address: **111 E Jericho Turnpike FL 2, Mineola NY 11501**

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Phone: **(516)747-3876** Fax: _____
and a copy to: _____
Address: _____
Phone: _____ Fax: _____
☐ Landlord also consents to receive notices by e-mail at: _____

Tenant at the leased premises,
and a copy to: **Arron Earnest Davis**
Address: **1010 Aspen Rd., Kemah TX 77565**
Phone: **(337)244-7306** Fax: _____
☒ Tenant also consents to receive notices by e-mail at: **Chefaarondavis@gmail.com**

35. SPECIAL PROVISIONS:

The Tenant shall pay the Landlord $25.00 month for trash removal and $50.00 for water.
Tenant shall take the space in *as is* condition and incur the cost of all buildout with the exception that Landlord shall provide an HVAC in good working condition at the start of the lease and repair any roof leaks.

Tenant shall have the right to select the contrators, subcontrators, engineers, and architects of its choice to perform its alterations for both the initial and future alterations subject to Landlord's approval.
Tenant shall have signage rights on the building and any monument sign.

Any HVAC repairs necessary during the first year of the lease shall be at the expense of the Landlord.

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: 3659 NR 1 LLC

By: Eshagh Malekan

By (signature):
Printed Name:
Title: Manager Date:

By:

By (signature):
Printed Name:
Title: Date:

Tenant: Aaron Ernest Davis

By: Aaron Ernest Davis

By (signature): Aaron Davis
Printed Name: Aaron Davis
Title: Tenant Date: 1/14/2020

By:

By (signature):
Printed Name:
Title: Date:

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