

## Apartment Lease

THIS AGREEMENT OF LEASE made this 27<sup>th</sup> day of June 2009 by and between PREMIER MANAGEMENT AND INVESTMENT, INC., hereinafter referred to as the "Landlord," and Geraldo Rios hereinafter referred to as the "Tenant."

### WITNESSETH:

That the Landlord, for and in consideration of the covenants, agreements and conditions herein contained on the part of the Tenant to be kept, done and performed, does hereby lease, let and demise unto the Tenant as a private residence for said Tenant, the apartment premises known and described as apartment No. 3 on the 1<sup>st</sup> floor of the building located at 3923 W. Flagler Street in the City of Miami, Florida.

TO HAVE AND TO HOLD the same commencing on the 1 day of July and ending on the last day of June, 2010 inclusive.

Renewal: Lease will automatically renew for a new term of one year unless notified in writing, by either party, 30 days before the expiration of said lease.

In consideration of said leasing and demising, as well as the terms, conditions, stipulations, covenants, promises and agreement hereinafter in this Lease Agreement expressed, it is agreed by and between the parties hereto as follows:

1. RENT: The annual rental to be paid by the Tenant to the Landlord for the term created by this Lease Agreement shall be the sum of \$ 10,500.00. Said rental shall be payable in the following manner, \$ 875.00 upon the signing, execution and delivery of this Lease Agreement which constitutes the payment of rent for the first month of the term of this Lease, and \$ 875.00 on the first day of each and every month, in advance, during said term.

Said rent and each installment thereof shall be payable in lawful money of the United States, shall be legal tender at the time of payment, and shall be payable at the office of the Landlord at 3910 West Flagler Street, Miami, Florida, or such other place as the Landlord may designate from time to time. There shall be no set-off or deduction whatsoever by the Tenant on account of rent due or payable, or any installment thereof.

2. SECURITY: The Landlord acknowledges receipt from said Tenant of the sum of \$ 662.00 which sum shall be held by the Landlord as security for the performance by the Tenant of all of the terms, conditions, stipulations, promises, covenants and agreements of this Lease Agreement provided for by the said Tenant to be kept and performed, as well as security for the return by the Tenant to the Landlord of the demised premises and the personal property therein contained in accordance with the terms of this Lease Agreement. Further, in respect to said security, both parties hereto agree as follows: a. In the event of a default of any kind or nature by the Tenant under this Lease Agreement, then and in such event, the Landlord shall not be required to return any part or portion of said security fund. In this event, the Landlord may either retain the security fund as liquidated and stipulated and agreed upon damages, or the Landlord may retain the same and apply it toward the actual damage sustained by the Landlord by reason of Tenant's default. Both parties hereto have knowledge of decisions of the Supreme Court of Florida in respect to security funds and deposits and further know that in the event of a default by the Tenant under this Lease, the damage sustained by the Landlord would be problematical and undeterminable and, therefore, have agreed that the same shall be liquidated and stipulated damages as set forth. However, under no circumstances shall the Landlord be deprived of any other remedy as the law may furnish or as agreed upon in this Lease Agreement, regardless of retention by the Landlord of said security deposit.

b. Said security may, at Landlord's option, be held in any manner permitted by the law and shall not be intended or construed to be applied as rent.

c. In the event that there has been no default of any kind or nature whatsoever by the Tenant, upon termination of the term and the Lease, said security fund shall be returned by the Landlord to the Tenant, less any sum or sums on account of loss or damage to Landlord's real or personal property, as the case may be, as hereinafter set forth.

3. OCCUPANCY AND USE OF PREMISES: The demised premises shall be occupied only by the Tenant and members of his immediate family, consisting of only, and no more than 1 adult(s) and 0 child(s). The premises shall be occupied strictly as a private dwelling apartment and for no other use.

4. ASSIGNMENT: The Tenant shall not sublet the demised or any part thereof, nor assign this Lease Agreement without, in each case, the consent of the Landlord in writing is first had and obtained, which consent may be arbitrarily withheld. Nor shall said Tenant permit a subletting or assignment to take place by operation of law or any other means. An assignment by the Tenant for the benefit of his creditors or the adjudication of Tenant in bankruptcy, either as a result of a voluntary or involuntary petition, shall immediately terminate or cancel this Lease and the term provided for herein. Under no circumstances whatsoever shall the Tenant advertise the demised premises for rent or for subletting, nor shall the Tenant at any time whatsoever make use of any sign or notice that said demised premises or any part thereof are available for rent.

5. USE: The Tenant shall abide by and comply with all rules and regulation of the Landlord in respect to the said demised premises, and the property and premises and building of which said demised premises is a part thereof, as well as comply with all ordinances and laws of all municipalities having jurisdiction of the demised premises. No immoral or unlawful practice or act shall be committed in and upon the demised premises by the Tenant with or without his knowledge or consent. The Tenant shall not maintain or make use of the demised premises in any manner whatsoever which causes an increase in the insurance rate of the demised premises or the building of which the same is a part, and, in the event that Tenant does such an act and causes an increase in the insurance rate as set forth, he shall immediately be liable to pay said increase to the Landlord, and the same shall be paid immediately upon demand. Under no circumstances shall the Tenant himself, or shall he permit any trade, business or monetary pursuit for any purpose whatsoever to be carried on in and upon the demised premises. Furthermore, both the parties hereto have knowledge of the fact that the demised premises are a part and portion of a large apartment building occupied by other tenants, and that, therefore, the Tenant shall not at any time whatsoever do any act or thing to cause a disturbance or interfere with the other tenants, or effect their occupancy as such, or effect the Landlord in his operation and maintenance of the building of which the demised premises is a part thereof.

6. TENANT'S WAIVER OF LIABILITY: Neither the Landlord nor any of its agents have made any representations or promises whatsoever with respect to said demised premises or the condition of the building of which the same is a part, except as herein in the Lease Agreement expressly set forth. Therefore, the taking of possession of the demised premises by the Tenant shall be conclusive evidence that said premises in the building of which the same is a part, were in a good and satisfactory condition at the time that the Tenant took possession thereof.

The Landlord shall not be liable to the Tenant for any damage or injury to the Tenant or his property by reason of any failure of the Landlord to keep said premises in repair, and the Landlord shall not be liable for any injury done or occasioned by an Act of God or by the wind, or that resulting from any defect of plumbing, electrical insulation or wiring installations in respect thereto, gas line, steam lines, water lines, or by reason of defective or broken railings, porches, stairs, or walks, or from the clogging or backing-up of any downspout or sewer pipes, or by reason of breaking or bursting or running of any water receptacle, tank, tub, waste pipe, water closet, wash stand, drain, or any other pipe or tank, in and upon or about the apartment building or premises, nor by reason of the running or escaping of hot water or steam, nor for any damage or injury resulting from water being on or coming through the roof, walls, stairs, trapdoors, skylight, or any other part or portion of said premises, or the building of which the same is a part, or otherwise, nor by reason of any injury or damage resulting from the falling of any material, stucco, plaster or fixture; unless the Tenant shall have given prior notice in writing of any such defect to the Landlord, and the Landlord shall have failed to repair or remedy the complained of condition within thirty (30) days after having received said written notice. Under no circumstances whatsoever shall the Landlord be liable to the Tenant for any damage or injury resulting from any act or negligence or omission of any other person, tenant, or occupant of the building or of any adjoining or contiguous building, or of owners or parties in interest of any adjacent or contiguous building, for any reason whatsoever. (All personal property placed or moved in the premises above described shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damages to said personal property unless caused by or due to gross negligence of Landlord, Landlord's Agents or employees.)

7. FURTHER COVENANTS OF TENANT: At all times the Tenant shall keep the demised premises, and the walls, ceilings, floors, woodwork, paint, plastering, plumbing, fixtures, utensils, utilities, dishes, kitchenware, and personal property therein, and the appurtenances thereto, in a rightly, healthy and clean condition, and in a good state of repair, as well as in compliance with all ordinances, laws and statutes, of any and all municipalities having jurisdiction of the demised premises, and all at the cost and expense of the Tenant. And upon termination of this Lease, whether the same shall be the expiration of the term or by

reason of any other matter or thing whatsoever, the Tenant shall yield said demised premises and all personal property therein contained back to the Landlord in the same condition as of the date of the execution of this Lease Agreement, loss by fire and reasonable wear and tear excepted. It shall be the Tenant's duty to make all necessary repairs and renewals to the demised premises and every part thereof, including but not excluding the floors, ceilings, walls, plumbing, paint, plastering, fixtures, pipes, as well as all personal property in or upon the demised premises, and whether any damage or injury to the same has been caused by misuse or neglect or any other cause, or acts or doings by the Landlord. The Tenant shall likewise replace all dishes, glassware, kitchenware, and other fixtures with ones of the same material and size and quality. The Tenant shall also replace all broken or worn-out part of any utility, stove, refrigerator, or other fixture or appliance, which shall have been lost or damaged or broken by anyone whomsoever, other than the Landlord or his agent or agents. The Tenant shall not cause or permit any waste, misuse, or neglect in the use of electricity, gas, or water. In the event that the Tenant fails or refuses to perform as provided for in this paragraph of this Lease Agreement, the Landlord or any of his servants, may enter the demised premises to carry out the Tenant's performance as provided for herein without affecting the tenancy or terminating this Lease Agreement or the Tenant's occupancy of the demised premises, and upon completing said performance, the Tenant shall pay the Landlord the costs thereof, which payment shall be made immediately upon demand and shall constitute additional rent.

**8. VISITATION BY LANDLORD:** The Landlord, his agent, employees or servants, may at any time during the tenancy provided for by this Lease Agreement, enter in and upon and have free access to the demised premises for the purpose of examining the same, and to ascertain if the same are in a healthy, clean and rightly condition, and to otherwise make such alterations or repairs as the Landlord may see fit to make, and to exhibit the demised premises to a prospective purchaser or purchasers of the building of which the demised premises is a part thereof, so long as said entrance, access and visitation is at a reasonable time. Said access and visitation as provided for by this paragraph of this Lease Agreement may be without the consent of the Tenant.

**9. NO ADDITIONS OR ALTERATIONS BY TENANT:** The Tenant shall not affix, exhibit, or attach, or otherwise allow any sign, writing, or printing to be placed in any window, or upon any door of the demised premises. Furthermore, the Tenant shall not make any changes or alterations in and upon the demised premises of any kind or nature whatsoever. Tenant shall not have any right to affix any additional locks or bolts in or upon any door or window, or alter, change, or install any bathroom or lighting fixture. Moreover, in the event that the Tenant violates any condition or stipulation in this paragraph of this Lease Agreement, the Landlord may remove or change any addition or alteration made by the Tenant and charge the Tenant therefore, and which charge shall be immediately paid by the Tenant to the Landlord upon demand.

**10. DESTRUCTION BY CASUALTY:** In the event that the demised premises may be rendered untenable by reason of fire, explosion, or any other casualty, the Landlord, at its option, may either repair the said premises to make the same tenable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In either event the Landlord shall give the Tenant a thirty (30) day notice in writing. Furthermore, in the event that the demised premises are untenable, the Tenant's rent for that period of time shall be abated or apportioned.

**11. CANCELTION:** Tenant agrees and fully understands that if any interest in the property is transferred by the landlord then this lease shall become null and void and tenancy will become a month to month. In addition, Landlord shall have the right to cancel the lease by giving tenant 30 calendar day notice of its intention to cancel said lease.

**12. DEFAULT:** In the event that the Tenant shall vacate or abandon the demised premises at any time when a part or portion of the aggregate rental remains due or unpaid, or in the event of non-payment of any rent as provided for in this Lease Agreement, or in the event of any breach of any of the conditions, stipulations, promises, or covenants by the Tenant, as set forth in this Lease Agreement, the said Tenant's right to the possession of the demised premises shall forthwith terminate, with or without any notice or demand whatsoever, and the retention or possession thereafter by the Tenant shall constitute an unlawful detainer of the demised premises. Moreover, in such event, and if the Landlord so elects, and either with or without any notice of such election, or with or without any notice or demand whatsoever, this Lease Agreement shall terminate. Whether or not this Lease Agreement is terminated by the election of the Landlord, upon the termination of the Tenant's right of possession, the Tenant agrees to immediately surrender possession, and the Landlord shall have the immediate right to repossess itself of the demised premises with or without legal proceedings, and to remove, expel and put out the Tenant or any other person who may be in or upon the demised premises, but said entry by the Landlord shall not constitute a trespass or a forcible entry or detainer, nor shall the same result in a forfeiture of rents that may be due or a waiver of any promise, agreement or covenant of the Tenant as provided for by this Lease Agreement. The Tenant hereby waives all notice of any election made by the Landlord as referred to in this Paragraph of this Lease Agreement, and further waives any demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever of any and every kind or nature whatsoever, which

mayor shall be required by any law of the State of Florida relating to Landlord and Tenant, or in respect to any law or laws relating to forcible entry and detainer or any other statute or law. Moreover, the acceptance of rent by the Landlord or any installment thereof, shall not constitute a waiver of any matter or thing by the Landlord in respect to the subject matter of this Paragraph of this Lease Agreement.

Moreover, in the event that the Tenant's right to possession of the demised premises shall be terminated for any reason whatsoever, the Landlord need not re-let the same for the account or benefit of the Tenant, nor shall the Landlord be required to accept or receive any other tenant offered by the Tenant, nor shall the Landlord be required to do any act or to exercise any particular diligence whatsoever in procuring another occupant or tenant so as to mitigate the damages to the Landlord by reason of the said termination of the occupancy or this Lease. No reletting of the demised premises by the Landlord shall be for the benefit of the Tenant.

In the event of non-payment of any rent provided for in this lease agreement, and if the Landlord elects to distress for rent or otherwise pursue the payment of rent from the tenant, the entire unpaid balance of rent required to be paid under this lease shall, at the option of the Landlord, be immediately due and payable.

**13. TERMINATION:** Upon the expiration or any other termination of the term of this Lease or this Lease Agreement itself, the Tenant shall forthwith and immediately quit and surrender to the Landlord the demised premises in good order and condition. However, the Tenant's obligation to observe or perform his covenants shall survive the expiration or any other termination of the term of this Lease. Moreover, upon termination of this Lease for any reason whatsoever, the Tenant shall not only yield up immediate possession to the Landlord, but return all keys.

The Tenant shall pay all costs, expenses, and attorneys' fees which may be incurred and expended by the Landlord in enforcing the terms, conditions, promises, and agreements of this Lease, whether or not by legal proceedings, advice of attorney, or otherwise. These shall be paid immediately upon demand.

Tenant agrees and fully understands that if the property is sold then this lease shall become null and void and tenancy will become a month to month. In addition, Landlord shall have the right to cancel the lease by giving tenant 30 calendar day notice of its intention to cancel said lease.

The Liability of the Tenant to pay rent as provided for herein shall not be waived, released or terminated by the service of any notice or demand upon the Tenant by the Landlord, nor will the institution of legal proceedings or any other act or acts resulting in the termination of the Tenant's right to possession of the demised premises.

Should tenant for any reason whatsoever fail to comply with the terms of this lease, Tenant will forfeit security deposit as liquidated damages. (Including but not limited to failure to reside for the term of the lease).

**14. GENERAL COVENANTS:** The Tenant accepts this Lease Agreement not only subject to all the matters and things herein set forth, but also subject to any rules and regulations as may be now or hereafter promulgated or required by the Landlord relative to the demised premises, the personal property therein contained, and the appurtenances thereto, as well as the building of which the demised premises is a part. The Tenant hereby becomes bound by any and all such regulations and rules, it being the intention of both the parties hereto that the same shall be a part of this Lease Agreement, by reference thereto. Therefore, a breach of any rule or regulation by the Tenant, or the Tenant's failure to keep and observe any rule or regulation shall constitute a breach of the terms and conditions of this Lease Agreement, as well as such matters and things specifically hereinabove or hereinafter set forth.

**THE TENANT HEREBY AGREES THAT IF HE/SHE VACATES THE PREMISES BEFORE THE EXPIRATION OF THE LEASE IS COMPLETED HE/SHE WILL FORFEIT ALL CLAIMS TO THE SECURITY DEPOSIT.**

**IF TENANT GIVES A MINIMUM OF 30 DAYS BEFORE THE EXPIRATION OF HIS/HER LEASE THAT HE/SHE WILL BE VACATING THE UNIT AND THE UNIT IS IN SATISFACTORY CONDITION THEN AND THEN WILL THE SECURITY DEPOSIT BE RETURNED TO THE TENANT.**

All promises, covenants, and agreements set forth in this Lease Agreement shall be binding upon, apply, and inure to the benefit of the heirs, executors, assigns or administrators, respectively, of the Landlord and Tenant.

All rights and remedies herein created for the benefit of the Landlord are cumulative, and the use of one remedy shall not be taken to exclude or waive the right of the Landlord to make use of another remedy.

The words "Landlord" and "Tenant," wherever and whenever used herein, though expressed in the singular number, shall describe and apply to all persons, one or more, male or female, partnerships or corporations, as the case may be.

The Tenant is to pay for all services and utilities used or consumed in and upon the demised premises. Moreover, by reference thereto, a list of furniture, furnishings and equipment furnished by the Landlord to the Tenant for use in and upon the demised premises is made a part of this Lease Agreement, and by the signing and execution hereof, the Tenant acknowledges that such items of personal property so listed are the sole and exclusive property of the Landlord, and the Tenant hereby covenants and agrees that upon the termination of this Lease for any cause or reason whatsoever, that each and every item of said personal property will be returned to the Landlord in the same condition as received by the Tenant with ordinary wear and tear alone excepted.

Tenant pays electric, owner pays water, sewer and trash collection. Owner will provide range and refrigerator.

The sidewalks, entry, passages and stairways shall not be obstructed by the Tenant, nor used by him for any other purpose than ingress and egress to and from his respective apartment. Stairways and halls shall be kept clean at all times by the Tenant. Tenant shall at all times keep all sidewalks, paths, roads, patios and walkways free and clear of all types of furniture.

Garbage and waste shall be disposed of by the Tenant in accordance with the Rules and Regulations of the Landlord.

Musical instruments, including radio and television, shall not be played between the hours of 11:00 P.M. and 8:00 A.M. and at times shall not be played in such manner as to be disturbing to Tenant's neighbors. Unnecessary noises shall be avoided.

No sweepings, rubbish, rags or other substances shall be thrown in the toilet bowls, and any damages thereto or to the plumbing system caused thereby shall be paid by the Tenant.

The leased premises shall be kept by the Tenant in sanitary condition; neither clothing, curtains, rugs nor other articles shall be shaken or cleaned in any of the halls, from any of the windows, doors, or landings, nor shall anything be placed outside the window sills, walkways and balconies, nor thrown from the windows, walkways and balconies. Garbage shall be disposed of by Tenant in strict accordance with the rules and regulations set by law or order of any state or local government agency and the Landlord.

All keys to the demised premises shall be delivered to the Landlord upon the Tenant's removal from the premises. No dogs, cats or other pets shall be kept by the Tenant upon the premises, or any part thereof.

**15. SUBORDINATION:** This Lease Agreement is subject and subordinate to any and all ground or underlying leases and mortgages which may now or hereafter affect the real property of which the demised premises is a part thereof, and to all renewals, modifications and extensions thereof. The Tenant hereby constitutes and appoints the Landlord the Tenant's attorney in fact to execute any such certificate or certificates for and on behalf of the Tenant, if necessary in the premises.

**16. EMINENT DOMAIN:** If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public use or purpose, then, and in that event, upon the election of the Landlord the Lease and tenancy of the Tenant shall terminate without any liability of the Landlord in the premises.

**17. WAIVER OF TRIAL BY JURY:** It is mutually agreed by and between the Landlord and Tenant that the respective parties hereto shall, and they do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either the parties hereto against the other pertaining to any matter whatsoever arising out of or in any way connected with this Lease Agreement or the Tenant's use or occupancy of said premises or any claim of injury or damage.

**18. DEFAULT:** So there may be no question in the premises, and partially by repetition, it is specifically agreed and understood by and between both of the parties to this Lease Agreement that in the event that the Tenant shall make a default in the payment of the rent or any installment thereof, or of any covenant, promise or agreement set forth in this Lease, itself, or by reference, that the Landlord may thereupon, with or without notice, declare the tenancy at an end and this Lease Agreement terminated, and the Tenant shall then and there quit, surrender, and give up the demised premises to the Landlord. However, any act or doing of the Landlord in the premises shall not relieve the Tenant of his liabilities to the Landlord as provided for in this Lease Agreement.

**19. FAILURE TO GIVE POSSESSION:** In the event that the Landlord shall be unable to give possession of the premises demised herein on the date of the commencement of the term hereof as set forth, by reason of the fact that the premises are located in a building being constructed, and which has not been sufficiently completed to make the demised premises ready for occupancy, or by reason of the fact that a certificate of occupancy has not been procured or for any other reason, the Landlord shall not be subject to any liability to the Tenant for the failure to give possession on said date. Under such circumstances, the rent reserved and covenanted to be paid herein shall not commence until the possession of the demised

which charge shall constitute additional rent under this lease.

28. **PARKING:** The Landlord may assess a reasonable charge for parking. Said charge shall constitute additional rent under this Lease, nonpayment of which shall entitle the Landlord to all rights and remedies herein provided upon default by the Tenant. The Tenant hereby releases the Landlord from any liability for any loss, damage or injury arising out of the use of the parking area by the Tenant or by any guests, relatives or invitees of the Tenant, or by any unauthorized use thereof.

29. **DISPOSITION OF PERSONAL PROPERTY:** Upon the execution of this Lease, the Tenant agrees to execute a separate agreement with the Landlord releasing the Landlord from any liability or responsibility for the storage or disposition of the Tenant's personal property in the event the Tenant either surrender or abandons the premises.

30. **WORTHLESS CHECKS:** In the event the rent or any other monetary obligation to the Landlord is paid by check as to which payment is refused or dishonored for any reason, the Landlord may demand that the rent or any other monetary obligation to the Landlord due from the Tenant under this Lease be paid in cash, money order or by cashier's check. The Tenant shall pay to the Landlord, as additional rent under this Lease, any charges or expenses incurred by the Landlord as a result of the tender of a worthless check.

31. **MULTIPLE NOTICES OF DEFAULT:** The Landlord shall have the right to terminate this Lease upon seven days notice to the Tenant without giving the Tenant an opportunity to cure if, within any twelve (12) month period, the Tenant has received three or more notices of default, whether for nonpayment or for noncompliance, or any combination thereof.

32. **WASHING MACHINES:** Tenant may not install a washing and/or drying machine inside their apartment.

IN WITNESS WHEREOF the Landlord has caused this Lease Agreement to be signed and executed by its duly authorized agent and the Tenant has hereunto set his hand and seal on the day and year first above written.

**ATTACHMENTS TO THIS LEASE AGREEMENT: THE TENANT CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THIS AGREEMENT AND THE FOLLOWING ATTACHMENT TO THIS AGREEMENT AND UNDERSTANDS THAT THIS ATTACHMENT IS PART OF THIS LEASE AGREEMENT. ATTACHEMENT #1 – TENANCY ADDENDUM SECTION 8 TENANT- BASED ASSISTANCE HOUSING CHOICE VOUCHER PROGRAM**

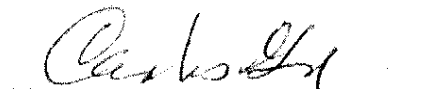
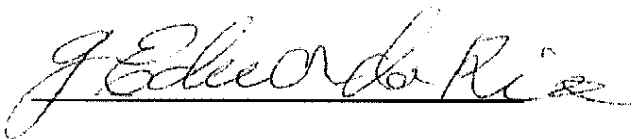
**OWNER PROVIDES REFRIGERATOR AND STOVE,**

**TENANT PAYS ELECTRIC**

**OWNER PAYS WATER, SEWER AND TRASH**

Signed, sealed and delivered in the presence of:

**PREMIER MANAGEMENT  
AND INVESTMENTS, INC.,  
a Florida Corporation**



**Carlos Gil  
Landlord**