COMMERCIAL LEASE AGREEMENT
632-634 Martin Luther King Blvd
Left Store
Newark, NJ 07103

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made by and between **632 MLK Blvd LLC c/o Soni Holdings("Landlord")** and ML King Food Market LLC **,726 Garfield Avenue Jersey City Apt 1, 07305** ML King Food Market LLC will be the lessee at 632-634 MLK Blvd Newark NJ Left side store.

WHEREAS, Landlord is the owner of certain real property located in the City of Newark, County of Essex, State of New Jersey and more particularly described in Section 1 hereunder, together with any and all rights, title and interests of Landlord in, of and to the easements, rights-of-way, licenses and appurtenances pertaining to said property ("Premises"); and

WHEREAS, Landlord desires to lease the Premise **(632-634 Martin Luther King Blvd., Newark, NJ, 1st Left side store) to tenant**. Tenant desires to lease the Premises from Landlord for the purpose of operating a commercial enterprise, pursuant to the terms and conditions set forth below.

AGREEMENT

This lease and move-in date will be contingent upon when the current tenant vacates the premises. It is expected that the current tenant will vacate within a 7 day time period. The landlord, 632 MLK Blvd , LLC will be held harmless by perspective tenant, if the period for current tenant to vacate extends past the 7-day period.

A nonrefundable holding fee in the amount of one and a half month's rent will be paid to the lessor to secure the rental unit. This fee will be transferred into a security deposit account upon move in by ML King Food Market LLC. After the holding fee is received the space will be taken off the market and no longer listed as a unit for rent. If at any time prior to moving in , and after unit has been withdrawn from the rental market ML King Food Market LLC decides not to take occupancy the holding fee will be forfeited. (Deposited into escrow).

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION 1: DESCRIPTION OF PREMISES

Landlord leases to Tenant the commercial space located at 632-634 MLK Blvd, Newark, New Jersey, (left side store).

SECTION 2: TERM

The term of this Lease is five years (60) sixty months, beginning on the **1st day of October, 2020 (Lease Commencement Date")** and terminating on the 30th **day of September, 2025** ("Term") at a monthly payment of **$1400**. 00 (with increments.)

SECTION 3: RENT

B. Initial Annual Base Rent. Normal tenant base rent under this lease is Eighty Four Thousand Dollars ($84,000) for Five years with monthly rent of **$1,400.00 beginning October 1st, 2020** and **ending September 30, 2025**. Lessee will have option for additional five years at a rent of no more than 10%.

C. Monthly Installments. Throughout the Term of the Lease Tenant agrees to pay the annual rent, without demand, setoff or deduction for any reason to Landlord in monthly installments in the sum of $1400 ("Rent") per month in advance beginning the 1st day of October 1st, 2020 and on the first day of each subsequent month thereafter as outlined in Section 3, A. Rent for any partial month will be prorated accordingly.

C. Penalties for Late Rent Payments. If Tenant fails to render payment by the 5th of each month a late charge of five percent (5%) of such installment will be incurred on account of such delinquency.

E. Rent increases. Stated Above...

SECTION 4: DELAY IN DELIVERING POSSESSION

This Lease shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the Lease Commencement Date, and Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay.

SECTION 5: USE OF PREMISES

The Premises are to be used for the sole purpose to operate a Bodega. Tenant shall restrict its use to such purposes, and shall not use or permit the use of the Premises for any other purpose without the written consent of Landlord or Landlord's authorized agent.

SECTION 6: RESTRICTIONS ON USE

Tenant shall not use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes. Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.

Tenant has stated that the premises will be used as a Bodega under the name of Kings Food Market. Any change of this activity must be agreed upon by the landlord or this lease becomes null and void.

SECTION 7: WASTE, NUISANCE OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful purpose.

SECTION 8: COMPLIANCE WITH LAWS AND REGULATIONS

During the Term hereof, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, directives and requirements of all federal, state and municipal governments, courts, departments, commissions, agencies, boards, bodies and officers, foreseen or unforeseen, ordinary as well as extraordinary, that may be applicable to the Premises, either in whole or in part, or to the use or manner of use of the Premises by Tenant; provided, if such cost to comply relate to areas of 632-634 MLK Blvd Newark outside of the Premises, such cost and expense shall be borne by Landlord. Tenant shall defend, hold harmless and indemnify Landlord of and from all fines, penalties, judgments and claims of every nature arising out of any failure to comply with any such law, ordinance, order, rule, regulation, requirement or directive.

SECTION 9: PERMITS UNDER ZONING ORDINANCES OR REGULATIONS

Landlord does not warrant or undertake that Tenant shall be able to obtain a permit under any zoning ordinance or regulation for such use as Tenant intends to make of the Premises. Nothing in this Lease agreement shall obligate Landlord to assist Tenant in obtaining such permits. Tenant further agrees that in the event a permit cannot be obtained by Tenant under any zoning ordinance or regulation, this Lease shall not terminate without Landlord's written consent, and Tenant shall use the Premises only in a manner permitted under such zoning ordinance or regulation.

SECTION 10: HAZARDOUS SUBSTANCES

Tenant shall not keep, use or permit upon the Premises any explosive or flammable substance, except as reasonably required for the operation of Tenant's business, nor shall Tenant keep or dispose, on the Premises, or any area adjacent thereto, any other harmful or hazardous waste or substance. It shall be the sole responsibility of Tenant to comply with all laws, rules and regulations regarding the use, storage and disposal of any or all hazardous waste and substances found, used or stored on, under, in or in connection with the Premises, or any portion thereof. Tenant shall be liable for all fines, penalties, judgments, demands, damages, injuries and claims, including any costs of cleanup arising out of the use, storage and disposal of any and all hazardous waste and substances, and agrees to and shall defend, hold harmless and indemnify Landlord from the same.

SECTION 11: NON-DISCRIMINATION

Tenant covenants and agrees that in all matters pertaining to the performance of this Lease, Tenant shall at all times conduct its business in a manner that assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed, gender, religion, national origin or disability. Tenant will comply strictly with all requirements of applicable federal, state and local laws or regulations relating to the establishment of non-discriminatory requirements in its hiring and employment practices, and in assuring the service of all patrons or customers without discrimination.

SECTION 12: SUITABILITY OF PREMISES

Tenant acknowledges that neither Landlord nor Landlord's agent has made any representations or warranties as to the suitability of the Premises for the conduct of Tenant's business.

SECTION 13: UTILITIES

Tenant shall arrange and pay for all utilities furnished to the Premises for the Term of this Lease, including but not limited to, electricity, gas, and telephone service, and shall properly maintain the same.

SECTION 14: REPAIRS AND MAINTENANCE

A. Condition of Premises. Tenant shall maintain the Premises and keep it in good repair at Tenant's sole cost and expense.

B. Unobstructed Thoroughfares. Tenant shall not encumber or obstruct, or permit to be encumbered or obstructed, any sidewalks, driveways and parking lots, on or adjacent to the Premises, over which Tenant has control, and shall keep the sidewalks, driveways and parking lots safe, in good repair, and free from snow and ice.

C. Landlord's Right to Enter and Repair. If the Premises are not kept in good repair and in a clean, safe, and appealing condition by Tenant as required under this Lease, Landlord, or its agents, servants, or employees, may enter the Premises without such entrance causing or constituting a termination of this Lease or an interference with Tenant's possession of the Premises, and Landlord may then place the Premises in the same condition of repair and cleanliness as existed at the date of execution of this Lease, and Tenant shall pay Landlord, in addition to the rent hereby reserved, Landlord's costs and expenses in thus repairing the Premises. Though Landlord may take action under this paragraph, Tenant shall still bear responsibility for maintaining the Premises safe and in good repair and, pursuant to Section 26 of this Lease, Tenant shall indemnify Landlord for all claims and liabilities arising from the unsafe condition of the Premises including costs and attorneys' fees.

D. All gates, security bars, alarm systems, cameras etc will be maintained and or installed by the lessee at the lessee's expense.

E: The Lessor will have all gates in good working order prior to the Lessee's move-in date. In addition window leaks and broken or cracked window glass will be fixed and or replaced prior to move-in date.

F: If break-ins, robberies, theft takes place on the premises the tenant agrees at his expense to secure his interior business and follow recommendations of all police and police detectives. Landlord will be responsible for securing exterior items.

SECTION 15: DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Landlord represents that the Premises are in fit condition for use by Tenant. Acceptance of the Premises by Tenant shall be construed as recognition that the Premises are in good state of repair, in sanitary condition and in compliance with all rules, ordinances, laws and regulations. Tenant shall surrender the Premises at the end of the Lease Term, or any renewal thereof, in the same condition as when Tenant took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Tenant shall remove all business signs placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as when received.

SECTION 16: PARTIAL DESTRUCTION OF PREMISES

A. Procedure in the Event of Destruction to Premises. Partial destruction of the Premises shall not render this Lease void or voidable, nor terminate it except as herein provided. If the Premises are partially destroyed during the Term of this Lease, Landlord shall repair them when such repairs can be made in conformity with governmental laws and regulations, within forty-five (45) days of the partial destruction. Written notice of the intention of Landlord to repair shall be given to Tenant within fourteen (14) days after any partial destruction. Rent will be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the Premises by Tenant. If the repairs cannot be made within the time specified above, Landlord shall have the option to make them within a reasonable time and continue this Lease in effect with proportional rent rebate to Tenant as provided for herein. If the repairs cannot be made in forty-five (45) days, and if Landlord does not elect to make them within a reasonable time, either party shall have the option to terminate this Lease.

B. Resolution of Disputes under this Section. Disputes between Landlord and Tenant relating to provisions of this section shall be submitted to arbitration. The procedures governing the arbitration shall be those as adopted by the American Arbitration Association. .The prevailing party will be entitled to promptly recover all expenses associated with the dispute.

SECTION 17: SIGNS, AWNINGS, AND MARQUEES INSTALLED BY TENANT

Tenant shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Premises without the consent of Landlord. Tenant shall remove signs, displays, advertisements, or decorations it has placed on the Premises that, in the opinion of Landlord, are offensive or otherwise objectionable. If Tenant fails to remove such signs, displays, advertisements, or decorations within five (5) days after receiving notice from Landlord to remove them, Landlord reserves the right to enter the Premises and remove them at the expense of Tenant.

In addition, Lessor may paint and/or adjust the front façade of the building with approval by Lessor. The skeleton of the awning is considered real estate and personality.

SECTION 18: BUSINESS SALE SIGNS

Tenant shall not conduct "Quitting Business," "Lost Our Lease," "Bankruptcy," or other sales of that nature on the Premises without the consent of Landlord.

SECTION 19: NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Premises during the Term of this Lease or any extension thereof. Tenant shall indemnify Landlord from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION 20: LIABILITY INSURANCE

A. Tenant to Insure Premises. Prior to taking possession of the Premises, Tenant shall procure and maintain in force at Tenant's expense during the Term of this Lease and any extension thereof, public liability insurance with insurers and through brokers approved by Landlord. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased Premises, in a minimum amount of five hundred thousand dollars ($500,000) for each person injured and one hundred thousand dollars ($100,000.00) for property damage or such other amounts as the Landlord may reasonably demand in light of the value of the Premises and its unique risks. Landlord shall be name as an additional insured on the policy and the policy shall provide coverage for contingent liability of Landlord on any claims or losses. The policies shall be delivered to Landlord for safe keeping. Tenant shall obtain a written obligation from the insurers to notify Landlord in writing at least forty-five (45) days prior to cancellation or refusal to renew any policy. If the insurance policies are not kept in force during the entire Term of this Lease or any extension thereof, Landlord may procure the necessary insurance and pay the premium therefore, and the premium shall be repaid to Landlord as an additional rent installment for the month following the date on which the premiums were paid by Landlord.

B. Additional Insurance. Tenant shall provide and keep in force other insurance in amounts that may from time to time be required by Landlord against other insurable hazards as are commonly insured against for the type of business activity that Tenant will conduct.

SECTION 21: ASSIGNMENT, SUBLEASE OR LICENSE

Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably denied, delayed or conditioned. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the Lease at the option of Landlord. The interest of Tenant in this Lease is not assignable by operation of law without the written consent of Landlord.

SECTION 22: BREACH AND WAIVER

A. Tenant's Breach. The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, or the failure of Tenant to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Tenant shall have fifteen (15) days after receipt of written notice from Landlord of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the fifteen (15) day period, Tenant shall have a reasonable time to correct the default if action is commenced by Tenant within fifteen (15) days after receipt of the notice.

B. No Waiver. The failure of Landlord to insist upon the strict performance of the terms, covenants and obligations of Tenant hereunder shall not be construed as a waiver or relinquishment of Landlord's rights thereafter to enforce any such term, covenant or condition, but the same shall continue in full force and effect. No act or commission of Landlord shall be considered a waiver of any terms of conditions of this Lease, or excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between Landlord and Tenant upon which Tenant may rely if contrary to the terms and conditions of this Lease.

SECTION 23: REMEDIES OF LANDLORD FOR BREACH BY TENANT

Landlord shall have the following remedies in addition to its other rights and remedies in the event Tenant breaches this Lease agreement and fails to make corrections as set forth in Section 22 above:

A. Re-Entry and Forcible Eviction. Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the sole cost and expense of Tenant.

B. Termination of Lease. After re-entry Landlord may terminate this Lease on giving forty-five (45) days' written notice of termination to Tenant. Without such notice, re-entry will not terminate the Lease. On termination Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the Lease Term, which sum shall be immediately due Landlord from Tenant.

C. Reletting the Premises. After re-entering, Landlord may relet the Premises or any part thereof to any party Landlord so chooses (hereinafter referred to as the "New Tenant") for any term without terminating the Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

(1) In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all costs and expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Landlord under the new lease agreement and the rent installments that are due for the same period under this Lease.

(2) Landlord at its option shall have the right to apply the rent received from reletting the Premises (a) to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for rent, (b) to expenses of the reletting and alterations and repairs made, (c) to rent due under this Lease, or (d) to payment of future rent under this Lease as it becomes due.

If the New Tenant does not pay a rent installment promptly to Landlord, and the rent installment has been credited in advance of payment to the indebtedness of Tenant other than rent, or if rentals from the New Tenant have been otherwise applied by Landlord as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this Lease, Tenant shall pay Landlord the deficiency, separately for each rent installment deficiency period, and before the end of that period. Landlord may at any time after such reletting terminate this Lease for the breach on which Landlord based the re-entry and relet the Premises.

D. Seizure of Tenant's Business Operations. After re-entry, Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of Tenant, and if necessary, to collect the rents and profits the receiver may carry on the business of Tenant and take possession of the personal property used in the business of Tenant, including inventory, trade fixtures, and furnishings and use them in the business without compensating Tenant. Proceedings for appointment of a receiver by Landlord, or the appointment of a receiver and the conduct of the business of Tenant by the receiver, shall not terminate and forfeit this Lease unless Landlord has given written notice of termination to Tenant as provided herein.

SECTION 24: TAXES AND ASSESSMENTS

All taxes and assessments with respect to the Premises are the obligation of the Tenant.

SECTION 25: ATTORNEYS' FEES

The parties agree that, should either party default in any of the covenants or agreements herein contained, the prevailing party in litigation shall be entitled to all costs and expenses, including a reasonable attorneys' fee, which may arise or accrue from enforcing or terminating this Lease, or in obtaining possession of the Premises.

SECTION 26: INDEMNIFICATION

A. Indemnity. Landlord shall not be liable to Tenant, or the agents, employees, customers, patrons, visitors or guests of Tenant, or to any other person or entity for any property damage, personal injury, death or any other liability or damage claims occurring in, on or about the Premises or the sidewalks or other areas adjoining the Premises and Tenant shall defend, indemnify and hold harmless Landlord against any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature including costs and attorneys' fees.

A. **Costs of Suit.** Should an action be commenced in which Landlord is made a party defendant due to any liability arising from maintenance of the Premises, the activities of Tenant related to the Premises, or any act or omission or failure to act by Tenant, Tenant's agents, employees or representatives, Tenant shall defend, hold harmless and indemnify Landlord from any such demand, claim, lawsuit, proceeding and action, and shall pay, on demand, Landlord's costs, attorneys' fees, and any damages or other awards resulting there from. This indemnification of Landlord by Tenant shall include any and all liability or claims arising from, caused by, or related to the negligence or intentional acts of Landlord.

SECTION 27: CONDEMNATION

Eminent domain proceedings resulting in the condemnation of a part of the Premises herein, but leaving the remaining Premises usable by Tenant for the purposes of its business, will not terminate this Lease unless Landlord, at its option, terminates this Lease by giving written notice of termination to Tenant. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the Lease as to the portion of the Premises condemned, and the Lease of the remainder of the Premises shall remain intact. The rental for the remainder of the Lease Term shall be reduced by the amount that the usefulness of the Premises has been reduced for the business purposes of Tenant. Tenant hereby assigns and transfers to Landlord any claim it may have to compensate for damages as a result of any condemnation.

SECTION 28: OPTION TO RENEW

Landlord grants to Tenant an option to renew this Lease for 1 successive term of 60 months. Rental increase will be determined by the market. To exercise an option to renew, Tenant must give Landlord written notice of intention to do so at least sixty (60) days before the term hereof expires

If the current lease expires and the lessee continues to stay in the location, lessee will be placed in a month to month status and all aspects of this signed lease will remain in affect pursuant to the signing of a new lease or the vacating of the premises. Eviction proceedings will take place if a new lease isn't exercised and the Lessee attempts to stay in the location.

SECTION 29: TIME OF ESSENCE

It is expressly agreed that time is of the essence with respect to any and all provisions of this Lease.

SECTION 30: NOTICE

Any notice required to be given under the terms of this Lease shall be deemed to have been received when either hand-delivered or when mailed via certified or registered mail with a return receipt to:

Landlord:
632 MLK Blvd LLC c/o Soni Holdings 1549 Springfield Ave. Maplewood NJ 07040
Attn; Mr Richard Spears 908-391-1136

With a copy to: Kunal Soni

Tenant:

ML King Food Market LLC , attn: Eddy Garcia

SECTION 31: GOVERNING LAW

This Lease shall be governed by, and construed and enforced in accordance with the laws of the State of New Jersey. Any action brought to enforce or interpret this Lease shall be brought in the court of appropriate jurisdiction in the State of New Jersey. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the same party who itself or through its agent prepares the same.

SECTION 32: CAPTIONS AND HEADINGS

The captions and headings herein are for the convenience of reference only and in no way define or limit the scope or content of this Lease or in any way affect its provisions.

SECTION 33: SEVERABILITY

If any provisions of this Lease or the application thereof, to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 34: INTEGRATION

This Lease sets forth the final and entire agreement between the parties hereto with respect to the transaction described herein and is intended to be an integration of all prior negotiations and understandings. Landlord, Tenant and their agents and assigns shall not be bound by any terms, conditions, standards, warranties, or representations, oral or written, expressed or implied, not set forth or incorporated herein. No change to or modification of this Lease shall be valid unless the same is in writing and signed by Landlord and Tenant. No waiver of any of the provisions of this Lease shall be valid unless the same is in writing and signed by the party against which it is sought to be enforced.

SECTION 35: SPECIAL PROVISIONS

The Parties expressly acknowledge and agree that notwithstanding any other provision of this Lease to the contrary, the following provisions shall apply: 1) Tenant agrees to vacate at any time if the City of Newark or a designated CDC condemns property, requests sale of property, or requests redevelopment of this location by a private developer or current owner. Tenant will not hold 632 MLK Blvd , LLC libel if this occurs prior to conclusion of lease in July, 2025. No compensation will be given to tenant if the need to vacate is requested. 2) Electrical and gas hookups are provided. 3) Tenant may customize with landlord's consent (windows, exterior, walls, bathroom etc) location to meet their needs. 4) The holding fee in the original amount of $2,100 plus adjusted security amount will be converted into the security deposit upon the signing of the lease. The security deposit will be held in escrow at Chase Bank. 5) If said tenant is evicted, the Landlord will allow a maximum amount of $100.00 for moving expenses.

IN WITNESS WHEREOF, the parties have executed this Lease the **1st day of October, 2020.**

TENANT:

ML King Food Market LLC.
By: Eddy M. Maria

726 Garfield Avenue Jersey City Apt 1, 07305

LANDLORD:

632 MLK Blvd., LLC c/o Soni Holdings