

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is entered into as of January 15, 2026, by and between:

LANDLORD: Coral Gables Retail Partners, LLC, a Florida limited liability company, with an address of 3100 Ponce de Leon Boulevard, Suite 400, Coral Gables, FL 33134 ("Landlord")

TENANT: Sunrise Café & Bakery, Inc., a Florida corporation, with an address of 1847 Valencia Avenue, Coral Gables, FL 33134 ("Tenant")

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located at:

Address: 2750 Miracle Mile, Suite 105, Coral Gables, FL 33134

Square Footage: Approximately 1,800 rentable square feet

Common Areas: Tenant shall have non-exclusive access to common areas including parking lot, sidewalks, and restroom facilities shared with Suite 106.

The Premises are located within the retail development known as "Miracle Mile Plaza" (the "Property").

2. TERM

2.1 Initial Term

The initial term of this Lease shall be three (3) years, commencing on the later of (i) February 1, 2026, or (ii) the date Landlord delivers possession of the Premises to Tenant (the "Commencement Date"), and expiring on the last day of the thirty-sixth (36th) full calendar month thereafter (the "Expiration Date").

2.2 Renewal

This Lease shall automatically renew for successive one (1) year periods upon the same terms and conditions set forth herein, except that Base Rent shall increase by four percent (4%) upon each renewal, unless either party provides written notice of non-renewal to the other party at least fifteen (15) days prior to the expiration of the then-current term.

3. RENT

3.1 Base Rent

Tenant agrees to pay Landlord base rent ("Base Rent") in the amount of Four Thousand Two Hundred Dollars (\$4,200.00) per month, payable in advance on the first day of each calendar month during the Term. Base Rent for any partial month shall be prorated.

3.2 Rent Escalation

Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter, Base Rent shall increase by three percent (3%) over the Base Rent in effect during the immediately preceding year.

3.3 Additional Rent — Common Area Maintenance

In addition to Base Rent, Tenant shall pay Tenant's proportionate share of all costs and expenses incurred by Landlord in operating, maintaining, repairing, and managing the common areas of the Property ("CAM Charges"). Tenant's proportionate share shall be calculated based on the ratio of the rentable square footage of the Premises to the total rentable square footage of the Property. CAM Charges include, without limitation, landscaping, parking lot maintenance, exterior lighting, security, property management fees, insurance, and real estate taxes. Landlord shall invoice Tenant monthly for estimated CAM Charges, with annual reconciliation.

3.4 Late Charge

If any installment of Rent is not received by Landlord within five (5) days after the date due, Tenant shall pay a late charge equal to ten percent (10%) of the overdue amount. This late charge is in addition to any interest that may accrue on overdue amounts at the rate of eighteen percent (18%) per annum.

3.5 Place of Payment

All Rent shall be paid to Landlord at the address set forth above, or such other address as Landlord may designate in writing.

4. SECURITY DEPOSIT

Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Eight Thousand Four Hundred Dollars (\$8,400.00) as a security deposit (the "Security Deposit"). Landlord may apply the Security Deposit to cure any default by Tenant, and Tenant shall promptly restore the Security Deposit to its original amount upon demand. The Security Deposit shall be returned to Tenant within sixty (60) days after the expiration or termination of this Lease, less any amounts applied by Landlord for unpaid rent, damages, or other charges.

5. USE OF PREMISES

5.1 Permitted Use

Tenant shall use the Premises solely for the operation of a café and bakery, including the preparation and sale of coffee, baked goods, sandwiches, and related food and beverage items for on-premises and off-premises consumption ("Permitted Use"), and for no other purpose without Landlord's prior written consent.

5.2 Exclusive Use

Provided Tenant is not in default under this Lease, Landlord agrees not to lease any other space in the Property to a tenant whose primary business is the sale of coffee or baked goods.

Notwithstanding the foregoing, this exclusivity shall not apply to (a) any restaurant, deli, or food service establishment that sells coffee or baked goods as an incidental part of its menu, (b) any convenience store or grocery establishment, (c) any business operating pursuant to a lease executed prior to the date hereof, (d) any hotel, fitness center, or office building amenity space, or (e) any temporary or seasonal tenant, pop-up vendor, or farmer's market participant.

5.3 Compliance with Laws

Tenant shall comply with all applicable federal, state, and local laws, ordinances, and regulations in its use of the Premises, including without limitation all health department and food service licensing requirements.

6. MAINTENANCE AND REPAIRS

6.1 Tenant's Obligations

Tenant shall, at Tenant's sole cost and expense, maintain the interior of the Premises in good condition and repair, including without limitation all interior walls, ceilings, floors, doors, windows, plumbing fixtures, electrical fixtures, and all equipment and trade fixtures installed by Tenant. Tenant shall be responsible for all repairs to the HVAC system serving the Premises, including replacement if necessary.

6.2 Landlord's Obligations

Landlord shall maintain the structural elements of the building, including the roof, foundation, and exterior walls, and the common areas of the Property. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any repairs necessitated by the acts or omissions of Tenant, its employees, agents, or invitees.

7. INSURANCE

7.1 Tenant's Insurance

Tenant shall maintain throughout the Term, at Tenant's sole cost and expense:

- (a) Commercial general liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate;
- (b) Property insurance covering Tenant's personal property, trade fixtures, and improvements in an amount equal to their full replacement cost;
- (c) Workers' compensation insurance as required by law.

All policies shall name Landlord as an additional insured and shall provide that such policies shall not be canceled or materially modified without thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord with certificates of insurance upon request.

7.2 Waiver of Subrogation

Each party hereby waives any right of recovery against the other party for any loss or damage covered by insurance required to be maintained under this Lease, to the extent of the insurance proceeds received.

8. ALTERATIONS AND IMPROVEMENTS

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld for non-structural alterations costing less than Five Thousand Dollars (\$5,000). All alterations, additions, and improvements made by Tenant shall become the property of Landlord upon installation and shall remain upon the Premises at the expiration or termination of this Lease, unless Landlord requires their removal, in which case Tenant shall remove them and restore the Premises to their original condition at Tenant's expense.

9. ASSIGNMENT AND SUBLETTING

9.1 Consent Required

Tenant shall not assign this Lease or sublet all or any portion of the Premises without Landlord's prior written consent. Any assignment or subletting without such consent shall be void and shall constitute a default under this Lease.

9.2 Recapture Right

If Tenant requests Landlord's consent to an assignment or subletting, Landlord shall have the option, exercisable within thirty (30) days after receipt of Tenant's request, to terminate this Lease effective as of the proposed assignment or subletting date. If Landlord exercises this option, Tenant shall vacate the Premises on or before such date.

9.3 No Release

No assignment or subletting shall release Tenant from any obligation under this Lease. Any assignee or subtenant shall be bound by all terms and conditions of this Lease.

10. DEFAULT AND REMEDIES

10.1 Events of Default

The occurrence of any of the following shall constitute a default by Tenant under this Lease:

- (a) Failure to pay any Rent or other sum due within five (5) days after written notice from Landlord that such payment is overdue;
- (b) Failure to perform any other obligation under this Lease within fifteen (15) days after written notice from Landlord specifying such failure;
- (c) Tenant's abandonment of the Premises;
- (d) The filing of a petition by or against Tenant under any bankruptcy or insolvency law;
- (e) The making by Tenant of any general assignment for the benefit of creditors.

10.2 Remedies

Upon the occurrence of any default, Landlord may, at its option and without further notice or demand:

- (a) Terminate this Lease by written notice to Tenant, in which case Tenant shall immediately surrender the Premises to Landlord;
- (b) Enter upon and take possession of the Premises without terminating this Lease and relet the Premises for Tenant's account;
- (c) Accelerate all Rent due for the remainder of the Term, which shall become immediately due and payable;
- (d) Exercise any other rights and remedies available at law or in equity.

10.3 Confession of Judgment

Tenant hereby authorizes any attorney to appear for Tenant in any court of competent jurisdiction and confess judgment against Tenant in favor of Landlord for any amounts due under this Lease, plus costs and reasonable attorney's fees, and Tenant hereby waives all errors and rights of appeal.

10.4 Waiver of Jury Trial

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

11. INDEMNIFICATION

Tenant shall indemnify, defend, and hold harmless Landlord and its members, managers, agents, and employees from and against any and all claims, actions, damages, liability, costs, and expenses, including reasonable attorney's fees, arising from or related to (a) Tenant's use or occupancy of the Premises, (b) any activity, work, or thing done or permitted by Tenant in or about the Premises, (c) any breach or default by Tenant under this Lease, or (d) any injury to person or property occurring in or about the Premises, regardless of whether such injury is caused in whole or in part by the negligence of Landlord.

12. RELOCATION

Landlord reserves the right, upon sixty (60) days prior written notice to Tenant, to relocate Tenant to other premises within the Property of comparable size and quality. Landlord shall pay the reasonable costs of moving Tenant's furniture, equipment, and inventory to the new premises. Following relocation, this Lease shall continue in full force and effect with respect to the new premises.

13. SUBORDINATION

This Lease is and shall be subordinate to any mortgage, deed of trust, or other security instrument now or hereafter placed upon the Property by Landlord. Tenant agrees to execute any documents reasonably required by Landlord's lender to confirm such subordination.

14. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be deemed delivered (a) when personally delivered, (b) three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (c) one (1) business day after deposit with a nationally recognized overnight courier, addressed to the parties at the addresses set forth above or such other address as either party may designate by written notice.

15. MISCELLANEOUS

15.1 Entire Agreement

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

15.2 Amendments

This Lease may not be amended or modified except by a written instrument signed by both parties.

15.3 Severability

If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

15.5 Attorney's Fees

In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

15.6 Guaranty

As a material inducement to Landlord to enter into this Lease, the undersigned individual(s) hereby unconditionally and personally guarantee the full and faithful performance of all obligations of Tenant under this Lease, including without limitation the payment of all Rent and other sums due hereunder. This guaranty is absolute, continuing, and unconditional, and shall remain in effect notwithstanding any modification, extension, or renewal of this Lease, any

forbearance by Landlord, or any other circumstance that might otherwise constitute a defense to a guaranty. The guarantor(s) waive notice of default, demand for payment, and any right to require Landlord to proceed against Tenant before enforcing this guaranty.

16. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:

Coral Gables Retail Partners, LLC

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

Sunrise Café & Bakery, Inc.

By: _____

Name: Maria Santos

Title: President

Date: _____

GUARANTOR:

Maria Santos, Individually

Date: _____