LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated the ____ day of **September, 2024** , is between **Sai Real Estate LLC** ("Landlord"), and Monarca's Mexican Restaurant, LLC("Tenant").

W-I-T-N-E-S-S-E-T-H:

That each of the aforesaid parties acknowledges receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the covenants of the other as herein stated. Landlord and Tenant agree as follows:

ARTICLE I

1.1 PREMISES. Landlord does hereby grant, demise and lease unto Tenant the space in **2704 Alexander Dr., Units C and D** (the "Shopping Center"), City of **Jonesboro, Craighead County**, Arkansas, 72401, as shown on **Exhibit A** attached hereto, consisting of approximately **Three Thousand Seven Hundred Seventy-Four** (**3,774**) rentable square feet (hereinafter referred to as "Premises"). The rentable area in the Premises is hereby stipulated to be the aggregate amount of square feet hereinabove stated, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises for occupancy so long as such work is done in accordance with the terms and provisions hereof. Unit C consists of 1,774 rentable square feet and Unit D consists of 2,200 rentable square feet.

1.2 USE OF PREMISES. The Premises are to be used and occupied continuously throughout the Term hereof for **Mexican Restaurant**, and for no other purpose whatever.

1.3 TERM OF LEASE. The Premises are hereby demised unto Tenant for a period of **Twenty-Four** (**24**) months (the "Term"), commencing on **9/01/2024** ("Commencement Date"), and ending on **08/31/2026.**

1.4 RENT.

(a) Tenant shall pay to Landlord as rent for the Premises during the Term ("Base Rent") a monthly installment, payable in advance on the first day of every month without notice, demand, offset or deduction, and such Base Rent beginning with the Commencement Date. If Base Rent or any Additional Rent (defined below) has not been paid by the fifth (5th) day of the month in which it is due, 10% of the monthly payment ($590.00)will be assessed as a late charge. The amount of each such installment shall be equal to the following:

Years	Sq. Ft.	Monthly Rent	Annual Rent
1-2			
Unit C	1,574sf	$1,750/month for Sept. – Nov. 2024	
Unit D	2,200sf	$0 Oct – Nov. 2024	
Units C & D	3,774	$5,900/month for Dec. 2024 to end of term	$70,800/year

(b) Whenever, by the terms of the Lease, Tenant is required to make payments or furnish items at the expense of Tenant, all such additional items required to be paid by Tenant are to be

considered as Additional Rent (the Base Rent and Additional Rent collectively referred to herein as "Rent") and Landlord is to have the same rights and remedies upon the nonpayment of such as Landlord has for the nonpayment of the Base Rent provided in this Section 1.4.

(c) The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants and their invitees, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its reasonable discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area. Tenant and its employees, customers and licensees shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations, but such repairs or alterations shall be done in a manner so as to cause a minimum of interference with Tenant's business.

Tenant agrees to pay, as Additional Rent, each month for its proportionate share of the cost of operation and maintenance of the Common Area (including without limitation costs incurred for lighting, sewerage, painting, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding and protecting the Shopping Center, excluding the Premises area, as well as payment of real property ad valorem taxes and insurance with respect to the Shopping Center) which may be incurred by Landlord in its reasonable discretion (such amounts collectively referred to as "Common Area Expenses"). The proportionate share of Common Area Expenses to be paid by Tenant shall be computed on the ratio that the total square footage of the Premises bears to the total number of square feet of space within the Shopping Center. The monthly Additional Rent shall be calculated based on the actual monthly Additional Rent paid the prior calendar year for operation and maintenance of the Common Area. At the end of each calendar year, the actual CAM costs for that year shall be calculated. Any additional CAM costs for the year, over and above the monthly CAM costs shall be paid by Tenant no later than 30 days following receipt of any written notice by Landlord of said expenditures. Failure to pay by Tenant within the 30 day period provided by Landlord shall constitute late payment of rent in violation of this Lease and entitle Landlord to any appropriate remedies otherwise provided in this Lease. In the even Tenant has paid more CAM expenses than were accrued during a calendar year, Tenant shall be given a credit for same against future CAM expenses.

1.5 SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of **Five Thousand Nine Hundred and 00/100** United States Dollars ($5,900) as a security deposit (the "Deposit"). The Deposit shall be held by Landlord, without liability for or payment of interest thereon, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be performed. Landlord shall hold the Deposit in a separate fund. If at any time during the Term any Rent payable by Tenant shall be overdue, or if Tenant fails to perform any of the other terms, covenants or conditions to be performed by Tenant, then Landlord at its option, may appropriate and apply all or any portion of the Deposit to the payment of any such overdue Rent and to the compensation of Landlord for loss or damage sustained by Landlord due to a breach by Tenant as aforesaid, without prejudice to Landlord's other remedies.

1.6 TAXES, SPECIAL ASSESSMENTS, LICENSES, ETC. Tenant shall pay prior to delinquency at any time during the Term of the Lease that they may be imposed, levied or assessed, as Additional Rent: (a) all personal property taxes and special assessments against the Premises or any personal property thereon resulting from the above-described use of the Premises by Tenant; and (b) all license, franchise permit fees or taxes. Landlord shall pay all real property ad valorem taxes with respect to the Shopping Center, subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

1.7 DELIVERY AT THE END OF THE TERM. Tenant agrees that on the last day of the Term it shall without notice or demand deliver the Premises, including all improvements and fixtures permanently attached, and replacements thereto (except those which Tenant may be directed to remove) to Landlord, or Landlord's agent or assignee, in good order and condition. Tenant shall have repaired, at Tenant's expense, all damage to the Premises, ordinary wear and tear excepted. Upon the termination of this Lease, Tenant may remove all of Tenant's personal property. If Tenant does not remove Tenant's personal property from the Premises within five (5) days from the end of the Term, however ended, Landlord may, at its option, remove and dispose of the same as Landlord sees fit, without recourse by Tenant.

ARTICLE II

2.1 FINISH BY LANDLORD (BUILDING STANDARDS). Tenant and Landlord have inspected all major systems and these are delivered in working order. Tenant has inspected the Premises and accepts them AS-IS, WHERE-IS.

2.2 SERVICES TO BE FURNISHED BY LANDLORD. Tenant shall be responsible for both the procurement and payment of all utilities including, but not limited to, water, electric, gas, cable, internet, telecommunications, and other data services.

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, civil commotion, riot, accidents, inability to obtain electrical power, fuel, steam, water, supplies or labor or other cause beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant hereby waives and releases all claims against Landlord for damages for interruption or stoppage of service.

In the event that by agreement with Tenant, Landlord furnishes extra or additional services to be paid for by Tenant, a failure to pay for such services within five (5) days after notice to Tenant shall authorize Landlord, in Landlord's discretion and without further notice, to immediately discontinue such services and terminate any agreement for such services.

Any additional service charges paid by Tenant to Landlord for extra or additional services, or by Landlord for Tenant pursuant to this Section 2.2 shall be subject to adjustment in the same manner as the Rent as provided for in Section 1.4 hereof.

2.3 QUIET POSSESSION. Tenant shall keep and perform all of its covenants under this Lease on the part of Tenant to be performed, and so long as Tenant is not in default under the terms and provisions of this Lease, Landlord shall guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Premises.

ARTICLE III

3.1 LAWFUL USES. Tenant will maintain the Premises in a clean and healthful condition; and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions and occupancy of the Premises.

Tenant shall not directly or indirectly make any use of the Premises which may be prohibited by the same or which may be dangerous to person or property or may increase the cost of insurance or require additional insurance coverage.

3.2 INDEMNITY AND INSURANCE. Tenant is or shall become familiar with the Premises and acknowledges that the Premises is received by Tenant in a good state of repair, accepted by Tenant in the condition in which they are now or shall be when ready for occupancy and that Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or visitors for any injuries, death or damage to persons or property due to any condition, design or defect in the Shopping Center or the Premises. Tenant accepts the Premises as suitable for the purposes for which the same are leased and assumes all risks of injury, death or damage to persons or property for which Tenant may become legally liable, and agrees that no representations, except such as are contained herein have been made to Tenant respecting the condition of the Premises.

(a) Insurance. Tenant shall at its expense procure and maintain throughout the Term, as Additional Rent, the following insurance policies: (1) commercial general liability insurance in amounts of not less than a combined single limit of One Million and No/100 United States Dollars ($1,000,000.00)(the "Liability Insurance Amount"), insuring Tenant, Landlord, and Landlord's agents against all liability for injury to or death of a person or persons or damage to property arising from the Tenant's use and occupancy of the Premises; (2) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder; (3) insurance covering the full value of Tenant's property and improvements and other property (including property of others) in the Premises; (4) business interruption insurance; and (5) workman's compensation insurance, if applicable. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or (if available) a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

(b) Indemnification. Subject to the provisions herein, Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's agents and their respective shareholders, directors, officers, employees, and partners from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) for any bodily injury and property damage claims arising on or about the Premises during the Term, or any failure of Tenant to perform or comply with any of the terms of this Lease, excluding any negligent or intentional action or inaction of Landlord in performing under this Lease.

(c) Landlord's Insurance. Landlord shall maintain "special form" property insurance with coverage for the full replacement cost of the Shopping Center and commercial general liability insurance in such amounts and with such deductible amounts as would be maintained by a prudent landlord of similar commercial properties in Craighead County, Arkansas, with such endorsements as Landlord may reasonably require from time to time. Additionally, Landlord may obtain and carry any other form or forms of insurance as it may reasonably desire or as any Landlord's mortgagee may require. Such payments by Landlord for insurance, as well as payment by Landlord of any deductibles paid in connection with claims under such insurance policies, shall be subject to reimbursement by Tenant for a proportionate share of such payments, as fully set forth in Section 1.4.

3.3 WASTE; NUISANCES. Tenant shall not create or allow any nuisance to exist in the Premises, and it shall abate promptly and free of expense to Landlord any nuisance that may arise. Landlord's determination of what constitutes a nuisance shall be binding on Tenant. Tenant shall not commit or permit any waste to be committed on or about the Premises.

3.4 INVALIDATION OF INSURANCE. Tenant shall not suffer anything to be or remain upon or about the Premises which will invalidate any policy of insurance which Landlord may now or hereafter have upon the Shopping Center.

3.5 INCREASED PREMIUMS. Tenant shall not suffer anything to be or remain upon or about the Premises nor carry on nor permit upon the Premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for any insurance of the Premises or the Shopping Center against fire, casualty, liability or any other insurable causes, unless consented to in writing by Landlord. Regardless of whether Landlord has so consented or not, Tenant shall pay any such increased or extra premium within ten days after Tenant shall have been advised by Landlord of the amount thereof.

3.6 ALTERATIONS; PROHIBITION ON LIENS. Except as otherwise permitted herein or in the Shopping Center rules and regulations, Tenant shall not have the right to make changes, alterations, or additions to the Premises (including without limitation, floor coverings and fixtures) until Tenant has first obtained Landlord's approval in writing. Such changes, alterations, or additions, when made to the Premises by Tenant, shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination for any reason of this Lease unless otherwise provided for in Landlord's written approval; but this clause shall not apply to movable equipment or furniture of Tenant or such changes, alterations or additions to the Premises as may be removed from the Premises without causing damage thereto other than the diminution in value to the Premises resulting from such removal. If Landlord consents to such improvements, alterations, additions or installations before commencement of the work or delivery of any materials onto the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses and indemnification in such form and amount as may be satisfactory to Landlord and waivers of lien against any and all claims, cost, expenses, damages and liabilities which may arise in connection with the work.

Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens on or against the Premises or the Shopping Center. Further, Tenant does hereby waive, relinquish and disclaim any right or power to cause any lien to attach to the Landlord's interest in the Premises, the Shopping Center and the property, and Tenant does hereby agree to hold harmless, indemnify and defend Landlord from and against any such lien or liens.

3.7 INTENTIONALLY LEFT BLANK

3.8 SIGNS. Other than the sign of Tenant to be placed on the pylon sign in front of the Shopping Center, as well as the one (1) exterior sign to be installed by Tenant (with such sign locations depicted on the attached **Exhibit B**) Tenant shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any area outside the Premises except on the doors of the Premises. Any signage of Tenant must first be approved by Landlord in writing (in Landlord's sole discretion). Any such signage of Tenant shall also comply at all times with any municipal regulations regarding signage. Landlord shall have the right to remove, at Tenant's expense, all signage not approved by Landlord.

3.9 DEFACING PREMISES AND OVERLOADING. Tenant shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord, and Tenant shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or the Shopping Center without the written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Shopping Center or any public corridors or elevators therein while bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles. Furniture and other large or heavy articles may not be brought into the Shopping Center, removed therefrom or moved from place to place within any portion of the Premises or other portion of the Shopping Center or its equipment that would exceed the standard loan limits as set forth in the rules of the Shopping Center.

3.10 OBLIGATIONS FOR REPAIRS. Landlord shall repair and maintain in good order and repair, at its sole cost and expense, the roof, slab floor and subfloor, exterior walls, structural members, foundation, parking lot and all asphalt surfaces of the Premises. Notwithstanding the foregoing, Landlord shall not have to make any repairs required of it by this Lease until Tenant gives Landlord written notice of the need therefore and a reasonable period within which to make such repairs, such period not to exceed 30 days, and Landlord shall not be required to repair any damage caused by the acts or negligent omissions of Tenant, its agents, employees, or invitees, or any damage to the Premises caused by burglary, robbery, or vandalism or resulting from any alterations (including roof penetrations) made to the Premises by Tenant whether with or without Landlord's consent. Except as is specifically made the responsibility of Landlord hereunder, Tenant agrees that during the entire term of this Lease it shall promptly and at its own expense service, keep, maintain in good repair, and replace as necessary all parts of the Premises, including, but not limited to, the following: all plumbing (including the fire protection sprinkler system, if any); piping; heating; air conditioning; ventilating; electrical and lighting facilities; equipment; fixtures; walls and wall coverings; ceilings; floors and floor coverings; windows; doors; and glass, Tenant shall keep the Premises in good, clean, and tenantable condition; and Tenant shall at its sole cost and expense keep the Premises free of insects, rodents, vermin, and other pests. Under no circumstances will Tenant make any roof penetrations without Landlord's prior written consent, and with such consent only using a roofing contractor approved by Landlord in its sole discretion. Notwithstanding any language to the contrary, Landlord will be responsible for up to $2,500.00 in heating and air conditioning repairs and maintenance per calendar year. Tenant will be responsible for all heating and air conditioning repairs and maintenance per calendar year over $2,500.00.

3.11 ASSIGNMENT OR SUBLETTING. Tenant shall not encumber the Premises, assign or sublet this Lease or any part thereof without the prior written consent of Landlord, which consent may be

withheld by Landlord for any reason, in Landlord's sole discretion. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease.

3.12 ATTORNEY FEES. Tenant shall pay all costs of collection, including reasonable attorney fees, if all or any part of the rent herein is collected with the aid of any attorney; and Tenant shall also pay reasonable attorney fees in the event it becomes necessary for Landlord to employ an attorney to force Tenant to comply with any of the covenants, obligations or conditions imposed by this Lease.

3.13 ENTRY FOR REPAIRS, INSPECTIONS, ETC. Landlord, its officers, agents, partners and representatives, and any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord, shall each have the right to enter into and upon the Premises at all reasonable times, or in the case of emergency at any time, to inspect the same or make such repairs or alterations as they may deem necessary or desirable. Tenant shall also permit Landlord at all reasonable times or, in case of emergency, at any time to inspect, erect, use and maintain pipes, ducts, conduits and similar devices in, above and through the Premises, and to make any necessary repairs or alterations. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs and maintenance are being made, by reason or loss or interruption of the business of Tenant, or otherwise.

3.14 SURRENDER OF PREMISES. Upon any termination of this Lease, by expiration, lapse of time or otherwise:

(a) Tenant shall immediately vacate and surrender the Premises to Landlord in good order, condition and repair, reasonable wear and tear or casualty damage to be repaired by Landlord pursuant to Section 4.9 excepted.

(b) Tenant shall surrender all door keys for the Premises to Landlord.

(c) Tenant grants to Landlord full authority and right to enter upon the Premises and take possession thereof.

(d) All installations, decorations, floor covering, fixtures, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, all such installations, decorations, etc. placed there by Tenant may be removed by Tenant at its sole expense if such removal can be accomplished without causing damage to the Premises other than the diminution in value to the Premises attributable to the installations, decoration, etc. that are removed. Title to any items so removed shall immediately vest in Tenant without any action on the part of Landlord being required.

ARTICLE IV

4.1 RIGHTS RESERVED TO LANDLORD. Landlord shall have the following rights exercisable without notice or demand and without liability to Tenant for damage or injury to property, persons or business (all claims for damage therefor being hereby released by Tenant), and without effecting an

eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoffs or abatement of rent:

(a) To name the Shopping Center and change the name of the Shopping Center as set out in Section 3.8 above.

(b) To install and maintain signs on the exterior and interior of the Shopping Center.

(c) To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, and Tenant shall not replace any locks without the prior written consent of Landlord.

(d) To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy during the last six months of the Term hereof, provided that Tenant shall have then vacated the Premises, or at any time after Tenant abandons the Premises.

(e) To enter the Premises at reasonable hours to make inspections, or to exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes.

(f) To have access to all mail chutes according to the rules of the United States Post Office.

(g) To take all such reasonable measures as Landlord may deem advisable for the security of the Shopping Center and its occupants, including without limitation, the search of all persons entering or leaving the Shopping Center, the evacuation of the Shopping Center for cause, suspected cause, or for drill purposes, the temporary denial of access to the Shopping Center, and the closing of the Shopping Center after normal business hours and on Saturdays, Sundays and holidays, subject, however, to Tenant's right to admittance when the Shopping Center is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example but not of limitation, that persons entering or leaving the Shopping Center, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Shopping Center.

(h) To decorate and to make at any time or times, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in and to the Premises, the Shopping Center or part thereof as Landlord may deem necessary or desirable and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Shopping Center all material and equipment required; and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, provided that Landlord shall cause only such inconvenience or annoyance to Tenant as is reasonably necessary in the circumstances.

(i) To do or permit to be done any work in or about the Premises or the Shopping Center or any adjacent or nearby building, land, street or alley.

(j) To grant to anyone the exclusive right to conduct any business or render any service in the Shopping Center. However, no other salons will be permitted in the Shopping Center without the prior written permission of Tenant.

(k) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment, and to approve all internal lighting that may be visible from the exterior of the Shopping Center.

(m) To have and retain a paramount title to the Premises free and clear of any act of Tenant.

(n) To sell, assign or transfer all of Landlord's interest in the Lease, without necessity or notice or consent from Tenant, and without relieving itself from its obligations under the Lease for the period it was Landlord.

(o) To prohibit the placing of vending or dispensing machines of any kind in or about the Premises without the prior written permission of Landlord, and to regulate the use thereof.

4. 2 DEFAULT. Any of the following events shall be deemed to be events of default by Tenant under the Lease:

(a) Tenant shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of ten (10) days.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant.

(c) Tenant shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant or any guarantor of Tenant's obligations shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations thereunder and such adjudication shall not be vacated or set aside or stayed within the time permitted by law.

(e) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations and such receivership shall not be terminated or stayed within the time permitted by law.

(f) Tenant shall desert, vacate or abandon any substantial portion of the Premises.

Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any loss and damage which Tenant may suffer by reason of such termination, whether through failure to relet the Premises on satisfactory terms or otherwise.

(b) Without terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting, the rentals received by Landlord shall be applied: first, to the payment of any indebtedness other than rent hereunder due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees

and attorney's fees and costs of such alterations and repairs; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than the rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. No such re-entry or taking of possession by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant; and any attempt by Landlord to mitigate its claim for damages against Tenant by reletting the Premises shall not be construed as a waiver of its right to damages under this section.

(c) To enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

(d) Upon any event of default by Tenant all unpaid rent payments due under the terms of the Lease shall be due and payable immediately upon demand by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies herein provided, or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other or succeeding violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

4.3 ESTOPPEL CERTIFICATE BY TENANT. From time to time, upon not less than ten (10) days prior request by Landlord, Tenant shall execute and deliver to Landlord and to any other person designated by Landlord a written estoppel certificate stating, among any other thing reasonably requested by Landlord, that: (a) the Lease has commenced and Tenant is paying rent on a current basis in accordance with the terms of the Lease, subject to no offsets or claims and that all Shell Space Work and other obligations of Landlord which are conditions precedent to Tenant's occupying the Premises have been fulfilled, (b) Landlord is not in default under the Lease and no condition exists which with the passage of time will become a default, and (c) no modification or amendment will be made in the Lease without the prior written consent of any mortgagee, secured party or other creditor to whom or for whose benefit a lien against the interest of Landlord in the Shopping Center has been granted as security for the payment of any indebtedness of Landlord.

4.4 SUBORDINATION OF LEASE, ATTORNMENT, NON-DISTURBANCE. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages, security agreements, lease assignments or other instruments of security, as well as to any ground leases or primary leases, that now or hereafter cover all or any part of the Shopping Center, the land situated beneath the Shopping Center or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increase, renewals, modifications, consolidations, replacements and extensions of any of the foregoing. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to affect such subordination of this Lease. Tenant shall,

however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this Section 4.4, Tenant agrees that any such mortgagee, secured party or assignee shall have the right at any time to subordinate any such deeds of trust, mortgages, security agreements, lease assignments or other instruments of security to this Lease on such terms and subject to such conditions as they may deem appropriate in their discretion. Provided, however, so long as Tenant is not in default in the payment of rent or in the performance of any of the terms of the Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease or any renewal thereof shall not be diminished or interfered with by any aforesaid mortgagee, secured party or assignee. Tenant hereby irrevocably appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments. Tenant agrees to pay all rent due hereunder directly to any aforesaid mortgagee, secured party or assignee, or as Tenant may be directed by the same, upon the receipt of notice from the same that Landlord is in default under their particular security instrument. Tenant agrees in the event it is requested by such mortgagee, secured party or assignee, or any proceedings are brought for the foreclosure or enforcement of any such security instrument, to attorn to the holder of the same and to recognize them as Landlord under this Lease. Tenant agrees to execute and deliver at any time and from time to time upon the request of Landlord any instrument that may be necessary or appropriate in any such event to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such security instrument, or any of them, the attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument. Tenant further waives the provisions of any statute or law now or hereafter in effect which may give or support to give Tenant any right to terminate or otherwise adversely affect this Lease in the event any such foreclosure proceeding is brought. Tenant and Landlord further agree that any agreement by either of them to pay any leasing commissions in regard to the Lease shall not be enforceable against any party other than the party entering into such agreement, and such agreement shall at all times be subordinate and inferior to the lien of any aforesaid security instrument.

4.5 RENEWAL OR AMENDMENT. Upon written notice to Landlord received by Landlord no less than one hundred eighty (180) days prior to the expiration of the Term or a Renewal Term (the "Renewal Option Notice"), Tenant shall have the right and option (each, a "Renewal Option") to extend the Term for the Premises for five (5) additional and consecutive two (2) year periods (each, a "Renewal Term"), on the terms and conditions hereof; provided, however, if Tenant exercises the Renewal Option, the annual Base Rent for the Premises during each Renewal Term shall be an amount equal to five percent (5.0%) over the annual Base Rent for the immediately preceding Term or Renewal Term, as applicable. If Tenant shall fail to provide a Renewal Option Notice to Landlord in the time set forth herein, then Landlord and Tenant agree the then current Renewal Option shall be deemed to be exercised, and Tenant shall continue as tenant in the Premises for the next Renewal Term pursuant to the terms of this Lease. In Landlord's sole discretion, Tenant shall not be entitled to exercise a Renewal Option for any Renewal Term if Tenant is in default under the terms of this Lease either at the time it provides the Renewal Option Notice, or at the beginning of any Renewal Term. No other amendment of this Lease shall be binding on either party unless it is in writing and signed by Landlord and Tenant. If Tenant elects to not renew the Lease, it shall provide written notice of same to Landlord at least ninety (90) days before the expiration of the initial lease term.

4.6 HOLDING OVER. Should Tenant or any of its successors in interest hold over the Premises or any part thereof after the expiration of the Term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. Tenant will pay as Base Rent on the first day of each month during the holdover period an amount equal to one hundred twenty-five percent (125%) of the rent paid or due to be paid during the last month of the Term of this Lease. No receipt of money by Landlord

from Tenant after termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Any extension of this Lease shall be in writing signed by Landlord and Tenant.

4.7 WAIVER OF LIABILITY. As part of the consideration for this Lease, Tenant hereby releases Landlord from all liability for damage to any property of Tenant located in or upon the Shopping Center which results from the negligence of Landlord to the extent any such loss or damage is covered by insurance maintained by Tenant. Tenant and Landlord further covenant that any insurance maintained by Tenant shall contain an appropriate provision whereby the insurance company or companies consent to the foregoing release of liability and so waive insurance subrogation rights to the extent of the agreement contained in this Section 4.7.

4.8 COVENANTS TO RUN TO HEIRS, ETC. All covenants, conditions, agreements, and undertakings in this Lease shall extend and inure to the benefit of Landlord and its successors and assigns, and to the heirs, executors, administrators, successors and assigns of Tenant the same as if they were in every case named and expressed; and except as herein otherwise provided, all said covenants, conditions and agreements shall be binding upon the successors and assigns, heirs, executors, and administrators of the respective parties.

4.9 DAMAGE BY FIRE OR OTHER CASUALTY. If any part of the Premises or a material portion of the Shopping Center which affects Tenant's occupancy is rendered untenantable by fire or other casualty, Landlord may elect (a) to terminate this Lease as of the date of the fire or casualty by notice to Tenant within sixty (60) days after the date, or (b) to repair, restore or rehabilitate the Shopping Center or the Premises at Landlord's expense, in which event this Lease shall not terminate but rent shall be pro-rated for that portion of the Premises that are untenantable and abated on a per diem basis for that portion of the Premises that is untenantable. If such damage is due to an act or omission of Tenant, then Landlord shall have such rights as are set forth herein at Tenant's cost and expense. In the event of termination of this Lease pursuant to this Section 4.9, rent shall be apportioned on a per diem basis and paid to the date of the fire or casualty. Further, Landlord shall carry all risk property damage insurance with flood and earthquake endorsements for the full replacement value of the Shopping Center with Tenant as an additional insured as its interest may appear.

4.10 CONDEMNATION. If the land or the Shopping Center, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, Landlord shall have the right to terminate this Lease at the date of such taking or within six months thereafter by giving Tenant thirty (30) days' prior notice of the date of such termination. Any interest which Tenant may have or claim to have in any award resulting from any condemnation proceedings shall be limited solely to the unamortized value of any permanent improvements to the structure of the Shopping Center paid for directly by Tenant and any claim for furniture or equipment of any nature whatsoever shall be excluded. All other condemnation awards, including but not limited to any award made on the basis of the leasehold estate created by this Lease, shall be the sole and separate property of Landlord.

4.11 NOTICES. Any notice required or desired to be given in connection with this Lease shall be in writing sent by certified mail, postage prepaid. Such notices shall be sent to the persons at the addresses reflected below or any other persons or addresses designated in writing by any such person entitled to receive notice pursuant to the terms of this Lease:

LANDLORD: Sai Real Estate LLC
3320 Flemon
Jonesboro, AR 72404

TENANT: **Monarca's Mexican Restaurant, LLC**
c/o Maria Huantes
4303 Aggie Road, Apt. 82
Jonesboro, AR 72401-8498

It shall be the obligation of all persons entitled to receive any notice pursuant to this Lease to provide proper names and addresses to the person required to give such notice. All persons required to give such notices shall be deemed to have satisfied their duties to give notice by giving notice to the name at the address so provided. If no name and address is given by a mortgagee, secured party or other creditor then Tenant and Landlord have no duty to give notice to that particular mortgagee, secured party or other creditor failing to give the proper name and address until such is provided.

4.12 EXHIBITS AND EFFECTIVE DATE. Submission of the Lease for examination does not constitute a reservation of or option for leasing the Premises. The Lease becomes effective only upon execution and delivery by both Landlord and Tenant and approval by Landlord's mortgagee where such approval is required. All exhibits and riders attached to this Lease and initialed by Landlord and Tenant are incorporated into and made a part of this Lease.

4.13 TIME OF THE ESSENCE. Time is of the essence with respect to all provisions of this Lease.

4.14 EXTENSION; PARTIAL PAYMENT; NO ACCORD AND SATISFACTION. It is agreed that, should Landlord, at its option, either extend the time of payment or accept partial payment of one or more of the Base Rent installments or other monetary obligations hereunder, such shall not be construed as a waiver of or an alteration of the terms of payment of any subsequent installments or obligations. After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect such notice suit or judgment. No payment by Tenant or receipt by Landlord of a lesser amount to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

4.15 REAL ESTATE AGENT. Tenant and Landlord represent that, except as set forth in this Section 4.15, neither Tenant nor Landlord have dealt with any broker, finder, or the like in connection with this Lease, and each party agrees to indemnify and hold the other party harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation of this Lease.

Unit D of this Lease was negotiated by Haag Brown and Landlord is responsible for any broker commission related to Unit D.

4.16 SECURITY AGREEMENT. Tenant hereby grants to Landlord a security interest in all, fixtures and improvements, now or hereafter located in the Premises, solely except merchandise carried in stock for sale which may be brought onto the Premises and all proceeds and accounts receivable therefrom ("Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Within ten (10) days after Landlord's request, Tenant shall execute any documents necessary for

Landlord to secure its security interest in the Collateral. In addition, Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve, and protect the security interest upon the Collateral. Upon the occurrence of any Event of Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Arkansas Uniform Commercial Code, including without limitation the power to sell such Collateral at a public sale, and to apply all amounts realized therefrom to the payment of the accrued rent or to the claim or claims of Landlord from damages. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section shall be deemed a part of the obligation secured hereby

4.17 CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

4.18 ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto with respect to the matters contained herein and no other representations, promises or agreements, oral or otherwise, have been made between the parties.

4.19 WARRANTY OF TITLE. Landlord hereby warrants and covenants with and unto Tenant that it has an absolute and indefeasible title to the Premises, and that Landlord will, during the term hereof and the full performance by Tenant of Tenant's obligations and covenants hereunder, defend the same and hold harmless Tenant against the lawful claims of any and all persons whomsoever.

4.20 GUARANTY. The full performance and payment of Tenant's obligations under this Lease are expressly guaranteed by Maria Huantes and Julio Morano Acosta ("Guarantors"), who are **Members** of Tenant, and whom Tenant acknowledges and agrees are receiving a direct benefit as a result of this Lease with Landlord, pursuant to the form of guaranty attached hereto as **Exhibit C** (the "Guaranty").

IN WITNESS WHEREOF, the above named Landlord and the above named Tenant have executed this instrument on the day and year set forth above in this Lease.

LANDLORD:

Sai Real Estate LLC

By: _____
Name: _____
Title: _____

TENANT:

Monarca' Mexican Restaurant, LLC

By: _____
Name: _____

Title: _____

EXHIBIT A

[LEGAL DESCRIPTION/DEPICTION OF THE PREMISES]

Units C and D.

EXHIBIT B

[DEPICTION OF THE PYLON SIGN] **LL to insert photo and depiction of Tenant's 2 spaces on both sides of the pylon. Please also add façade photo with outline of where Tenant is allowed to place signage above Tenant's space(s).**

EXHIBIT C

[FORM OF GUARANTY]

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Lease dated 09/01/ 2024, by and between Sai Real Estate LLC, an Arkansas limited liability company ("Landlord"), **Monarca's Mexican Restaurant, LLC** ("Tenant"), the undersigned Maria Huantes (the "Guarantor"), having an address for notice at 4303 Aggie Road, Apt. 83, Jonesboro, AR 72401-8498 hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the payment of all Rent as defined in the within Lease and the performance and observance by Tenant of its covenants and agreements therein contained, for which the undersigned shall be jointly and severally liable with Tenant. Guarantor hereby expressly waives notice of all defaults and hereby waives all suretyship defenses. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantor.

The undersigned agrees that, in the event of a default by Tenant under the Lease, Landlord may proceed against the undersigned before, after or simultaneously with or in lieu of proceeding against Tenant.

If Landlord, at any time, is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorneys' fees, incurred or expended by Landlord in connection therewith.

In the event the Lease is disaffirmed by a trustee in a bankruptcy proceeding for Tenant, the undersigned agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new Lease which said new Lease shall be in form and substance identical to the Lease.

This Guaranty, the Lease and all amendments and modifications thereto, except as set forth in the Lease or in any such amendment or modification, shall be binding upon Guarantor. If the Lease is assigned, Guarantor waives any requirement that Guarantor reaffirm this Guaranty in order for Guarantor's obligations under this Guaranty to continue to be binding on Guarantor following any such assignment of the Lease, but Guarantor shall not be liable for any increase in Tenant's obligations under the Lease, which increase shall occur following: any assignment of the Lease by the Tenant named in the Lease; or any assignment of the ownership interests in the Tenant named in the Lease to any entity which is not affiliated with Tenant.

This Guaranty shall inure to the benefit of the Landlord and its heirs, legal representatives, successors and assigns; and shall be binding upon the Guarantor and its heirs, legal representatives, successors and assigns.

For purposes of this Guaranty, the word "Tenant" shall also include the successors, heirs, executors, personal representatives, trustees, guardians, conservators and permitted assigns of Tenant.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Arkansas.

IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, LANDLORD AND GUARANTOR EACH HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSSCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY OR THE LEASE. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Guarantor further agree, if requested to confirm such waivers in writing at the time of commencement of any such action, proceeding, counterclaim, or crossclaim.

The individual signing below on behalf of Guarantor hereby represents and warrants that he is fully authorized to do so, and has obtained all necessary approvals and authorizations therefor, with knowledge that Landlord is relying thereupon.

IN WITNESS WHEREOF, THIS GUARANTY IS EXECUTED AS OF THE ___ DAY OF **SEPTEMBER**, 2024.

GUARANTOR:

MARIA HUANTES

BY_____