LEASE AGREEMENT

THIS AGREEMENT is effective <u>April 1. 2025</u> and made between the Laredo Transit Management , Inc., hereinafter called "Lessor", and Laredo Insurance Services, LLC hereinafter called "Lessee", witnesseth:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to the kept and performed, has leased a space inside the "El Metro" downtown station lobby. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning on **April 1, 2025**.

To have and to hold unto said Lessee on the following terms and conditions:

- 1. TERM: The term of the lease shall be for THREE YEARS, beginning April 1, 2025, for a monthly sum of one thousand three hundred dollars and zero cents (\$1300.00) for the first year, with a three percent (3%) increase on year two (2) and three (3), for a term of one (1) three (3) year period with the option of two (2) one (1) year extensions.
- 2. RENTAL: Lessee covenants and agrees to pay to Lessor as rent for the said premises for a total sum of one thousand three hundred dollars and zero cents (\$1300.00) monthly beginning April 1, 2025. Lessor covenants and agrees to allow the Lessee to occupy the premises beginning April 1, 2025.
- 3. PURPOSE: Said premises shall be used by the Lessee to provide services to the community for currency exchange of United States Dollars, Mexican pesos, Euros, and Canadian Dollars. Clients of the company include business that operate in both sides of the border and have international interests, "paisanos", or travelers to Mexico whom are daily commuters and tourists who visit the US. To include but not limited to check cashing, sending money, notary, copies, lotto, insurance, etc.
- 4. IMPROVEMENTS Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit existing premises, provided however, that no change, alteration or improvement may be so made without the prior approval of the City Manager, and all buildings, fixtures and improvements of every kind and nature whatever installed by the Lessee shall remain the property of the Lessee, who may remove the same upon termination of the lease, provided that such removal shall be done in such a manner as

not to injure or damage the demised premise; and that premises shall be restored to the condition in which they existed prior to such improvements, and provided further that should Lessee fail to remove said buildings, fixtures or improvements as above provided, Lessor at its option, may require Lessee to remove the same.

- 5. RESERVATION BY LESSOR: The Lessor reserves the right to require and make modifications to the leased premises for the benefit of the public as Lessor determines and for such purpose the Lessor shall have right of ingress to and egress from the leased premises to make any such modification. The Lessor further reserves the right to maintain all current utility lines located in the leased premises. The Lessor further franchisees in and through the leased premises, but such construction or installation of any additional utility lines must be preceded by fifteen (15) days written notice to Lessee. Any maintenance or construction work done by Lessor or its licensees or franchisees will be done with an effort to minimize any damage to or interference with any improvements hereinafter installed on the leased premises by the Lessee; however, it is understood and agreed by Lessee, that in no event shall Lessor be responsible to Lessee for any damage to the leased premises or for any interference with its use by the Lessee, arising out of any maintenance, construction or installation of utility lines on the leased premises whether by Lessor or its licensees or franchisees.
- 6. RESERVATION BY LESSEE: The Lessee reserves the right to terminate this Lease at any time after 90 days written notice to the Lessor.
- 7. REPAIRS-MAINTENANCE: Lessor agrees to provide normal building maintenance for the leased space. Lessor agrees to provide maintenance for the parking lot area. Lessor will provide all major building repairs associated with utilities of leased items necessary for daily operations by Lessee.
- 8. ASSIGNMENT AND MORTGAGE: Neither the leased premises nor any portion thereof shall be sublet, nor shall this lease, or nay interest therein be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this Lease shall be of no force or effect and shall confer no rights upon any assignee, sub-lessee, mortgage or pledge.
- LIABILITY: Lessee shall save Lessor harmless from any loss, cost or damage that may
 arise out of or in connection with this lease or the use of leased premises by Lessee, or
 its agents, or employees, or any other person using said premises; and Lessee agrees

to deliver to Lessor upon execution of this lease an executed copy of a continuing public liability and property insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount as prescribed by the City of Laredo policies for such actions.

- 10. DEFAULT: In the event that Lessee shall be in default of any payment of rent or in performance of any of the terms or conditions herein agreed to be kept and performed by Lessee, Lessor may terminate this lease, with a 60-day notice and may enter upon said premises and remove all persons and property there from; in the event Lessor shall bring a legal action to enforce any of the terms hereof, or obtain possession of said premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney's fees.
- 11. WAIVER: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants or conditions contained herein, shall not be deemed a continuing waiver of the same of any subsequent default herein.
- 12. COMPLIANCE WITH LAWS: Lessee agrees to comply with all laws, ordinances, rules and regulations, which may pertain or apply to the leased premises and the use thereof. The federally assisted property shall be operated by the lessee to serve the best interests and welfare of the recipient, lessor and the public; the terms and conditions for operation of service imposed by the recipient shall be evidenced in a service agreement. The Lessee shall maintain the federally assisted property at a high level of cleanliness, safety and mechanical soundness under maintenance procedures out-lined by the recipient; the recipient, lessor and/or FTA shall have the right to conduct periodic maintenance inspections for the proper purpose of confirming the existence, condition and the proper maintenance of the federally assisted property purpose of inspection and for the purposes stated in Paragraph 5, above, with the understanding that said work will be performed in such a manner as to cause a minimum of interference with the use of the property of the Lessee.

LANDLORD:

THE LAREDO MASS TRANIST BOARD FOR THE CITY OF LAREDO, TEXAS

By: Aut ST

Title: Transit Director

TENANT:

LAREDO INSURANCE SERVICES, LLC

Ву:____

Name:

Agustin Mortin

Title:____

DR. VICTOR D. TREVINO

CITY MAYOR

MARIO MALDONADO IR. CITY SECRETARY

APPROVED AS TO FORM:

JOAQUIN A. RODRIGUEZ

FIRST ASSISTANT CITY ATTORNEY