

----- **COMMERCIAL LEASE AGREEMENT** -----

----- In the City of Aguadilla, Puerto Rico, January 15, 2016.-----

----- **APPEAR** -----

----- **AS PARTY FOR THE FIRST PART:** The Government of the United States of America; represented in this act by its general agent CWS Marketing Group; represented this also by Elite Management Corp., a duly organized corporation under the laws of the Commonwealth of Puerto Rico, represented by \_\_\_\_\_ and resident of Guaynabo, Puerto Rico, hereinafter "the LESSOR".-----

----- **AS PARTY FOR THE SECOND PART:** Rompeolas Restaurant, a duly organized corporation under the laws of the Commonwealth of Puerto Rico, represented by its Owner, \_\_\_\_\_, of legal age, \_\_\_\_\_, entrepreneur and resident of Aguadilla, Puerto Rico, hereinafter "the LESSEE".-----

----- **SET FORTH** -----

----- **FIRST:** The LESSOR is the owner in full and absolute control of a business premise located in #25 Agustín Stahl St. known as **Rompeolas Bar & Grill** in the municipality of Aguadilla, Puerto Rico.-----

----- **SECOND:** The appearing parties have agreed a commercial lease of the described property subject to the following:-----

----- **CLAUSES AND CONDITIONS** -----

----- **FIRST: CONTRACTING PARTIES:** The LESSOR states that he has acquired the property object of this lease agreement currently operated by the LESSEE and that it is his interest and desire to maintain such operation through this lease agreement, therefore, the LESSOR **GIVES and CONCEDES** the lease in favor of the LESSEE and the LESSEE accepts and takes the property in such a concept. -----

----- **SECOND: TERM AND PAYMENT OF RENTAL FEES:** This lease is agreed to be executed on a monthly basis, starting on January 15, 2016. The LESSEE will pay a monthly rental fee in the sum of **THREE THOUSAND DOLLARS (\$3,000.00)**, and by these means acknowledges and agrees that the monthly payments in concept of the rental fees will be performed by bank checks or money orders to the order of **CWS Marketing Group** through general mail to the following address: \_\_\_\_\_

Such payment should be received not later than the fifth (5th) day of each month, except for the first payment which shall be received not later than January 15,

2016. Such rent will remain unchanged until the end of this agreement. In the case of late payment, after the date specified herein, the LESSEE will have to pay a surcharge to the monthly payment, as late fees, in the sum of One Hundred Dollars (\$100.00)-----

----- **THIRD: CONTRACT TERMINATION:** The LESSEE accepts and acknowledges that the property object of this agreement will be put up for auction by the owner in the future and that this agreement will remain in force until notice of termination is duly given in writing by the LESSOR, or until the property has been auctioned and awarded to the best bidder, whichever comes first. Provided, that in the event the property is awarded and sold to a third party through the mentioned auction, expiring this way this lease agreement, the LESSEE will vacate and surrender the business premise under lease in a term not longer than thirty (30) days from the written notice delivered by the LESSOR to that matter. Provided in addition, that in the event the LESSEE do not vacate and surrender the business premise under lease within the agreed term and if an eviction action is necessary in the First Instance Court, the LESSEE accepts and agrees to pay all the legal expenses incurred by the LESSOR during this process, amount established and agreed in the lump sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).-----

----- **FOURTH: RELEASE OF LIABILITY.** The LESSEE agrees to indemnify, release and defend the LESSOR and its partners, stockholders, officials, employees, agents and successors or successors in interest, of all responsibility and will assume all legal responsibility, including the payment of the LESSOR's attorneys, in the event it became necessary to hire them, and will respond for the complaints, lawsuits or causes of actions presented against the LESSOR for the concept of any damage caused as a consequence of the activities of the LESSEE in or around the property object of this contract which have been caused by fault or negligence of the LESSEE or any of its employees, agents or successors. This clause will survive the termination of this agreement.-----

----- **FIFTH: NO JOINT VENTURE.** Nothing in this contract shall be interpreted in the sense that the parties have agreed to establish a partnership or joint venture or that requires one of the parties to respond for the debts and obligations of the other, so neither this contract has the effect that it be understood that the parties have mutually have been appointed as agents or representatives of the other.-----

----- **SIXTH: UTILITIES AND REPAIRS:** The LESSEE will be responsible for the payment of electric services, water and other similar services and will maintain the property in the same, or better condition and repair as when seized including the surroundings of the premises. The LESSEE will be responsible and agrees to repair any damage of all the equipment and property in the premises, such

as, but not limited to, plumbing, electrical systems, air conditioning, waste removal, which the LESSEE acknowledges are the property of the LESSOR.-----

----- **SEVENTH: INSURANCE.** During all the term of this agreement, the LESSEE will maintain in full force and effect a liability insurance in an amount not less of one million dollars (\$1,000,000.00) that will include the LESSOR as an additional insured and that must cover any personal and property damages or of any nature, and that shall include all property and equipment in the premises, an shall include a hold harmless endorsement to the LESSOR. The LESSEE will also maintain in full force and effect during the full term of this agreement, a Workmen’s Compensation Insurance policy (Fondo del Seguro del Estado) to cover all LESSEE’s employees. Sufficient evidence of these insurance policies will be provided by the LESSEE at the beginning of this agreement.-----

----- **EIGHT: SEPARABILITY.** If any clause or section of this agreement results null or invalid by a court of law or administrative agency with jurisdiction and competence to it, such declaration will not affect the other clauses of this agreement, which will remain firm and binding to the parties.

----- **NINTH:** The parties mutually represent and acknowledge that the person signing this agreement in their representation has the power and legal authority to be bind by them. They also acknowledge that this agreement constitutes a valid and binding obligation to both parties. The LESSEE also represents that he has all necessary permits and/or licenses to operate the business in the premises, including but not limited to “Registro de Comerciantes del Departamento de Hacienda”, Municipal Patents, and Use Permit; copy of such documents will be delivered to the LESSOR at the date of execution of this agreement. The LESSEE certifies to the LESSOR that he is in full compliance with all his fiscal and employer responsibilities with the pertinent state and federal agencies.-----

----- **TENTH:** This document includes the total agreement between the parties in relation to the object of the same and replaces any other agreement, verbal or written contract between the parties. None of the parties has done or committed in promises, agreements, guarantees or declarations not established in this document. This agreement cannot be changed, modified or amended, except through a written document signed by the parties. This document replaces any preceding agreement between the parties in relation to the object of the same.-----

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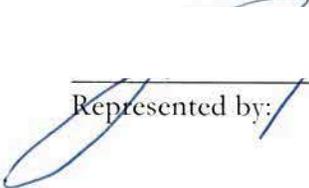
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----- **BOTH PARTIES SO AGREE**, in Aguadilla, Puerto Rico, today January 15, 2016.-----

**Lessor:**

**Lessee:**

\_\_\_\_\_  
Represented by: \_\_\_\_\_



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