

## COMMERCIAL LEASE

THIS AGREEMENT is made by and between McWilliams/Smith Properties ("Lessor"), and Centenario Restaurant, LLC, hereinafter ("Lessee").

### **WITNESSETH:**

For and in consideration of the mutual covenants and agreement contained herein, the parties do hereby agree as follows:

1. Description of Property. Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein the following real property together with all improvements, contents and equipment thereon:

Lot 7, Block 10, West Side Addition, Resubdivision of Lot 5, Block 10, West Side Addition, City of Gillette, State of Wyoming.

Also known by the street and number as: 1414 West 2<sup>nd</sup> Street, Gillette, WY 82716

Terms of Lease. The term of this lease shall be for 24 months (2) year commencing on the 1<sup>st</sup> day of October, 2016, unless terminated or extended according to the provisions of this agreement. The lease shall automatically renew at the end of this agreement unless, ninety (90) days prior to the expiration of the lease, written notice is provided by either the Lessor or Lessee of an intent to terminate the lease at the end of the 24 months unless otherwise terminated by the parties.

1. Rent. Lessee shall and hereby agrees to pay Lessor, beginning on the first day of October, 2016, a monthly rent of \$3,500.00 on or before the fifth (5) day of each month through September 2018. Lessee shall pay a late payment of 5% of the monthly rental plus 9% per month on any rent payment which is delinquent for more than 7 days after the scheduled due date.
2. Use of the Premises and Contents. Lessee shall use the premises and its contents for the operation of a restaurant. Lessee agrees to comply with all laws, ordinances, rules and regulations of any governmental authority which are applicable to the conduct of Lessee's business. Lessee agrees the property will not be used as a residence, or allow any person or persons to reside on the property. Lessee agrees no laundry will be done on the premises, including but not limited to towels used in the restaurant.
3. Liquor License. Lessor shall allow Lessee to obtain a liquor license and to serve liquor at leased property known as Centenario Restaurant. LESSOR accepts no responsibility or liability for such license.

4. Alterations and Improvements. Lessee shall not, without the prior written consent of the Lessor, make any alterations, additions or improvements to the premises.
5. Repairs. Lessee shall at all times during the term of this lease use reasonable precautions to prevent waste, damage or injury to the premises and its contents. Any damage, including normal wear and tear, shall be the responsibility of the Lessee, and upon notice, Lessee shall immediately repair the same. Lessor and Lessee agree that the leased premises, contents and equipment are in good and tenantable condition at the time of the execution of this agreement.

Lessee agrees all large equipment, (not a permanent fixture and owned by Lessor), including but not limited to flat top, fryer, stove, ovens, and steamtables, will not be maintained by Lessor. If any said equipment fails to work, Lessee has the option to repair said equipment or Lessor will remove it. All small equipment owned by Lessor, including but not limited to pots, pans, bake wear, plates and etc. will be the responsibility of the Lessee. Lessee agrees all furniture (tables, chairs, and booths) will be kept in good condition.

6. Insurance and Indemnification. During the period of this agreement, Lessee shall carry fire, storm, and casualty insurance on the building and improvements in an amount equal to or greater than the replacement value of the building and improvements. Said insurance policy shall list Lessor as loss payee as their interest appear.

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Lessee shall also maintain a general commercial liability insurance policy covering said premises and protecting both the Lessor and Lessee with limits of not less than \$1,000,000.00. Lessee shall hold Lessor harmless from any and all claims from accident or injuries on said property arising from the negligence of Lessee, its agents and employees. Lessee shall provide policies and riders to Lessor within thirty (30) days of taking possession.

7. Taxes. All taxes on the real property and improvements shall be the responsibility of the Lessee.
8. Personal Property and Risk of Lessee. Lessor shall not be liable for any damage to any personal property at any time on or in the premises not due to his negligence which may be caused by fire, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the premises or from pipes or plumbing works of the same, or from any other place.
9. Default. Any of the following events shall constitute a default of the lease:

therein. All contents, equipment and fixtures must be accounted for and in the same condition and quantity as stated in the attached list. In such event, Lessor shall thereupon be entitled to recover from Lessee the worth, at the time of such termination, of the excess, if any, of the rent and other charges required to be paid by the Lessee hereunder for the balance of the term hereof (if the lease had not been so terminated), or the then reasonable rental value of the premises for the same period. Lessor shall also thereupon be entitled to recover from Lessee any and all expenses associated with the repair or replacement of contents, equipment and fixtures.

Lessor shall not be deemed in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Lessee to Lessor, specifying wherein Lessor has failed to perform such obligations; that if the nature of the Lessor's obligations such that more than thirty (30) days are required for its performance within such 30-day period.

Should Lessee vacate or abandon the premises and leave any goods in, upon, or about the premises for a period of more than ten (10) days after such vacation or abandonment or after termination of this lease in any manner whatsoever, then Lessor shall have the right to sell, after ten (10) days written notice to Lessee, all or any part of the property at public or private sale and apply the proceeds of such sale first to the payment of all costs and expenses of conduction the same and caring for or storing the goods and, second, to apply to the balance, if any, of any indebtedness due from Lessee to Lessor.

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10. Assignment, Mortgage, or Sublease. Lessee shall not assign, mortgage, pledge, or encumber this lease or sublet the premises in whole or in part or permit the premises to be used or occupied by other without the prior consent in writing of Lessor.

11. Lessor's Reserved Rights. Lessor reserves the right to:

- a. Inspect the premises during normal business hours.
- b. Make repairs and improvements, structural or otherwise, in or to the premises as Lessor deems desirable or necessary, so long as said improvements do not interfere with the operation of the conduct of business by the Lessee unless given permission by Lessee. Lessor will not be held liable for any loss of business or time due to repairs or improvements performed during business hours upon permission by Lessee.

12. Utilities. Lessee shall be responsible for all charger for gas, electricity, light, heat, power, and telephone or other communication service used, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account.

- a. The Lessee's failure to pay any rent to Lessor when the same is due and payable under the terms of the lease.
- b. Lessee's failure to perform any other duty or obligation imposed by this lease, and such default shall continue for a period of ten (10) days after written notice thereof has been given by the Lessor.
- c. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by Lessee.
- d. The sale of the interest of Lessee in the premises under execution or any other legal process.

In the event of any such default of Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any other right or remedy which Lessor may have by reason of such default, whether created by statute or case law, and without terminating this lease, re-enter the premises and take possession of the same, and all contents, equipment and fixtures therein, and at any time re-let the premises or any part thereof for the account of Lessee, for such terms and upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect rent from such re-letting and apply it against any amount due from Lessor hereunder, including, without limitation, such expenses as Lessor may have incurred in recovering possession of the premises, placing the same in good order and condition, and all other expenses, commissions, and charges, including attorney's fees, which Lessor may have paid or incurred in connection with said repossession and re-letting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee, as Lessor may see fit, and Lessee shall have no right to any rent collected thereunder. Whether or not the premises are re-let, Lessee shall pay Lessor all amounts required to be paid by Lessee to the date of Lessor's re-entry, and, thereafter, Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required to be paid by Lessee hereunder, less the proceeds of such re-letting during the term hereof, if any, after payment of Lessor's expenses as provided above. Such payment by Lessee shall be done at such times as are provided elsewhere in the lease, and Lessor need not wait until the termination of this lease to recover them by legal action or otherwise.

Lessor shall not, by any re-entry or other act, be deemed to have terminated this lease or the liability of Lessee for the total rent reserved hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this lease.

Lessor shall have the right to cancel and terminate this lease upon default by giving written notice to Lessee, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same and all equipment and fixtures

13. Notice. Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if given personally or if sent by U.S. government certified or registered mail to the following addresses:

LESSOR:	LESSEE
McWilliams/Smith Properties	Centenario Restaurant, LLC
Rocky and Debbie McWilliams	Jose Fraire
1201 Wagonhammer Ln	1414 West 2 <sup>nd</sup> Street
Gillette, WY 82716	Gillette, WY 82716

15. Miscellaneous.

- a. This agreement shall be binding on and shall insure to the benefit of the parties hereto, their heirs, executors and assigns.

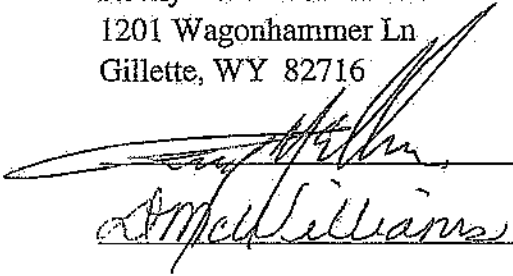
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- b. Time is of the essence in all provisions of this lease.
- c. The failure of Lessor to insist upon strict performance of any of the covenants, agreement, or obligations of this lease shall not be deemed a waiver of any subsequent breach or default of any of the covenants, agreements, or obligations of this lease.
- d. In the event it becomes necessary for either of the parties to this agreement to file suit for the enforcement of any of the terms herein, the successful party shall be entitled to collect from the other all attorney's fees and costs.
- e. Any amendments or changes in this lease shall be in writing and shall be signed by both Lessee and Lessor.
- f. This agreement shall constitute the entire agreement between the parties and prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

EXECUTED 1<sup>st</sup> day of October, 2016, in Gillette, Wyoming.

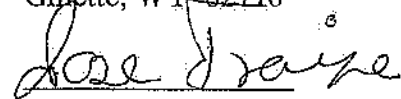
**LESSOR:**

McWilliams/Smith Properties  
Rocky and Debbie McWilliams  
1201 Wagonhammer Ln  
Gillette, WY 82716



**LESSEE:**

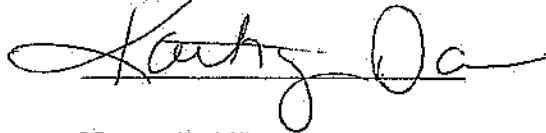
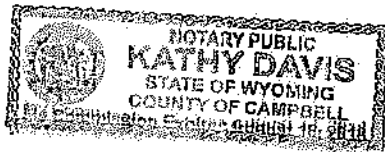
Centenario Restaurant, LLC  
Jose Fraire  
1414 West 2<sup>nd</sup> Street  
Gillette, WY 82716



STATE OF WYOMING )  
 )  
COUNTY OF CAMPBELL )

The above and foregoing Commercial Lease was subscribed and sworn to  
before me this 11<sup>th</sup> day of Oct, 2016, by Rocky + Debbie McWilliams  
of McWilliams/Smith Properties, Lessor. + Jose Fraire

WITNESS my hand and official seal.



Notary Public

My commission Expires: 8-18-2018