

LEASE AGREEMENT

LEASE AGREEMENT (this "**Agreement**") is entered into in San Juan, Puerto Rico, on this 19th day of November, 2020, by and between **B2B LOAN PORTFOLIO I, LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, and whose authority to appear herein shall be demonstrated whenever and wherever necessary (hereinafter referred to as the "**LANDLORD**"); and **BMJ Foods P.R., Inc.**, a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico (hereinafter referred to as the "**TENANT**").

RECITALS

1. Landlord is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for business purposes.
2. Tenant desires to lease the said premises for office space, warehouse, distribution and other ancillary uses associated with Tenant's restaurant business and for no other purpose.
3. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the above premises, which are made to form and integral part of this Agreement, and the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Landlord owns a building (the "**Building**") of approximately 30,000 square feet located at Lot #7 of the Río Cañas Industrial Park in Caguas, Puerto Rico. Landlord hereby leases to Tenant the Building (as described in Schedule I hereto) (the "**Demised Premises**").

SECTION TWO TERM AND RENT

1. Landlord leases the Demised Premises to Tenant for a term of one (1) year commencing on November 1, 2020 and terminating on October 31, 2021, or as sooner terminated in accordance with the terms provided herein (the "**Term**").
2. During the Term, Tenant shall pay a monthly rent to Landlord, which shall become due on the first (1st) day of each month and be payable in advance by no later than the fifth (5th) day of each month, in an amount equal to Twenty Thousand Dollars (\$20,000) per month (collectively, the "**Base Rent**").

All payments of Base Rent shall be made to Landlord at the address hereinafter specified.

3. Tenant recognizes, without limiting the meaning of any other term and condition of this Agreement, and as otherwise provided in this Agreement, that the intention of the parties to this Agreement is that all Rent to be paid by Tenant to Landlord under this Agreement, must be paid to Landlord without deduction or setoff of any kind, and that, except as otherwise expressly set forth in this Agreement, any and all expenses incurred regarding the Demised Premises, or regarding Tenant's operations in the Demised Premises, including any assessments, taxes, municipal operating licenses, charges, special license and permit fees, insurance premiums, electricity, water, gas, telephone and internet bills and other similar services, cost of repair, maintenance and operational expenses of the Demised Premises, all such fixtures that are placed on, attached to, installed or contained in the Demised Premises, shall be paid by the Tenant.

**SECTION THREE
ADDITIONAL RENT**

Landlord and Tenant hereby agree that the following items shall be considered additional rent under this Agreement: (i) any and all property taxes, charges, costs, and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon; (ii) all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this lease; and (iii) any amount Tenant is obligated to pay or reimburse to Landlord under this Agreement that is not Base Rent shall be considered "Additional Rent" (collectively, the "**Additional Rent**" and together with the Base Rent, the "**Rent**"). In the event of nonpayment of any of the aforesaid items, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

**SECTION FOUR
OPTION TO RENEW**

Landlord grants to Tenant an option to renew this Agreement for a period of one (1) year after expiration of the Term at a Base Rent equal to the sum of the previous rent, plus Additional Rent (as defined hereinabove), adjusted and/or increased by the cumulative increase in the Consumer Price Index for all Urban Consumers US City Average. To exercise this option, Tenant must give Landlord written notice of the intention to exercise this option at least sixty (60) calendar days prior to the expiration of the Term.

Notwithstanding the foregoing, in the event that the Landlord enters into any agreement for the sale of all or part of the Building prior to the exercise by the Tenant of the foregoing option to renew the Term, which agreement contemplates the occupancy by the potential buyer of the Demised Premises, then at Landlord's sole and absolute discretion, the option to renew set forth in this Section 4 may be declared terminated and null and void.

**SECTION FIVE
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

1. Tenant acknowledges that Landlord has made no representation regarding the condition of the Premises or the Building.



2. Tenant shall not make any alteration, improvement or addition to the Demised Premises (hereinafter collectively referred to as a "**Change**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord may impose on Tenant any condition Landlord may deem appropriate and reasonable prior to consenting to a Change, provided that such conditions are customarily used by landlords in other comparable buildings. Said conditions may include, but not be limited to, a requirement that the Change be done at Tenant's sole cost and expense by employees or contractors reasonably approved by Landlord. Tenant shall pay promptly, when due, the cost of all such work, which shall be done in a workmanlike manner, and consistent with Building standards.

3. In the event of a Change, Landlord may in its sole discretion pay on behalf of Tenant any lien imposed on the Building or the Demised Premises on account of the Change which is not discharged by Tenant (by bonding or otherwise) within thirty (30) days after notice of lien filing. Upon Landlord's written request, Tenant shall pay Landlord the amounts paid by Landlord under this paragraph.

4. In the event of a Change, Tenant shall comply with all laws, regulations, rules, Building Rules, and insurance carrier requirement governing or applicable to the Change.

5. Tenant shall defend, indemnify and hold Landlord and the Building harmless from all costs, damages, liens, and expenses associated or resulting from the Change.

6. Under no circumstances shall Tenant be deemed to be Landlord's agent in connection with any matter associated with a Change. Tenant shall be solely responsible for its actions and omissions, and accountable to Landlord for any damage caused to Landlord or the Building.

7. Upon the expiration of the Term, any Change shall become the property of Landlord and must be relinquished to Landlord in good condition, ordinary wear and tear from normal use excepted. However, upon expiration of the Term, Landlord may at its option require Tenant to remove any Change and restore the Demised Premises to its condition prior to the Change, provided that Landlord notified Tenant of such removal requirement at the time of Landlord's consent to the Change. Tenant shall be solely responsible for all related costs and expenses.

8. Upon completion of such work, Tenant shall deliver to Landlord waivers of all liens for labor, services and materials relating to the work in a form satisfactory to Landlord. If the performance of such work gives rise to a lien, and Tenant fails to discharge such lien (by bonding or otherwise) within 30 days, Landlord may, but shall not be required to, pay and satisfy such lien; and the amount so expended by Landlord shall be reimbursed to Landlord by Tenant promptly, upon request.

SECTION SIX REPAIRS

1. Tenant shall maintain the Demised Premises in good condition, at its own cost and expense, with all improvements including, but not limited to, the offices, stairs, ramps, sidewalks, curbs, roads, the ground and underground of the Demised Premises, and the pipes, lines, cables, ducts and other utility connections that service the Demised Premises. Any repair to the Demised Premises is the Tenant's responsibility, unless said repair is necessary as a consequence of the negligence or some intentional act of Landlord, its agents, employees or contractors. As appropriate, Tenant shall (i) repair doors, roll-up doors, windows and their frames; keeping the drainage system free from obstructions and the plumbing, sanitary and sewage systems as well as the equipment, machinery, facilities or objects within the Demised Premises that form part of the Demised Premises with materials of the same type and quality; and (ii) restore any structural defects in the Building including the roof, any leaks, roof structure or built-up roof, interior and exterior of the Building caused by the negligence or intentional acts or omissions of Tenant.

2. Landlord, however, shall be responsible for any major structural repair of the Demised Premises and for the maintenance of the roof and paint outside of the Demised Premises. Tenant shall not, without the previous written consent of Landlord: (i) place any fixture, equipment or other load on the roof of the Building; (ii) perforate the Building's roof; or (iii) use the roof of the Building as storage.

3. Tenant shall also maintain the Demised Premises and its surroundings free of insects, rodents and pests; free of garbage, refuse, debris and any other solid waste; and free from unpleasant and offensive odors. Moreover, Tenant shall maintain the drainage and sewer systems of the Demised Premises free from obstructions.

4. The Building has air conditioning systems, and electric power generator at the Demised Premises. Landlord shall be responsible for the maintenance, repairs and replacement of the systems, including, without limitation, the electric power generator, all of which shall be undertaken, supervised and approved by a Puerto Rico licensed electrical engineer and such shall be paid by Tenant as an operating expense. In the event Tenant needs more air conditioning or a back up electric power generator or more electric power capacity than that existing on the Demised Premises, Tenant shall install the equipment necessary at its own expense and with Landlord's prior approval. In the event that Landlord were to undertake any such maintenance, repair or replacement activity, Landlord shall, except in emergencies, provide Tenant five (5) day advance written notice of such activity and Landlord shall commit its best efforts to minimize the time period of such maintenance, repair or replacement activity and the interruption of Tenant's operations.

5. If Tenant fails to make any repair or if any repair is performed in an unsatisfactory manner, or if equipment is not replaced when necessary, Landlord may, but is not obligated to, undertake any such repair or replacement. Tenant shall reimburse Landlord for all costs incurred in any such repair or replacement plus an additional fifteen percent (15%) of the cost of any such repair or replacement in order to cover Landlord's administrative costs. Any such costs reimbursed by Tenant including the additional percentage charge established above shall be considered Additional Rent.

**SECTION SEVEN
PROPERTY TAXES**

Tenant shall be liable for the payment of all taxes, assessments, duties or any other tax levied by any government entity having taxing authority over real property, personal property and/or the activities directly related to Tenant's operations at the Demised Premises, including, but not limited to, personal taxes on equipment and machinery owned by Tenant and located at the Demised Premises. Tenant shall pay these taxes, assessments, and duties before their due date and shall take advantage of the discounts available for prompt and early payments. Tenant's tax liability shall not extend to such taxes as may be assessed or levied on Landlord's income and operations, including, without limitation, municipal volume of business taxes (Patentes Municipales).

**SECTION EIGHT
UTILITIES**

1. Tenant shall pay as Additional Rent, as and when the same become due and payable the electric, telephone, water, and sewer rates and charges, and other utilities supplied to the Demised Premises, resulting from Tenant's occupancy of the Demised Premises during the Term..

**SECTION NINE
SECURITY DEPOSIT**

Tenant will not be required to provide a security deposit.

**SECTION TEN
INSURANCE**

During the term of this Agreement, Tenant shall maintain in force the following insurance policies:

(i) Commercial general liability, including contractual liability, with limits of not less than \$2,000,000 for bodily injury (including death) and \$2,000,000 for property damage, per occurrence, which will insure Tenant against any claim for accidents in or around the Demised Premises due to use or occupation of the Demised Premises by Tenant. This insurance will include Landlord and its agents, officers, directors, and employees as additional insured, and said policy shall include a "fire legal liability" endorsement;

(ii) Property insurance with "all risk" coverage, for one hundred percent (100%) real property replacement cost, including foundations, with an extended coverage endorsement, which names Landlord as beneficiary in case of loss. This insurance shall include coverage for fire, hurricanes, floods, earthquakes and other events of similar nature, vandalism and malicious mischief, boilers and machinery in building format and content, including all changes, alterations, extensions and improvements made by Tenant to the Demised Premises;



(iii) Business interruption insurance in such amounts and limits so as to allow Tenant to pay the Base Rent to Landlord in the event of a casualty, power outage, mandatory quarantine restriction or other similar type of prolonged disruption to the Tenant's business and operations; and

(iv) Workmen's compensation insurance and/or State Insurance Fund coverage for all employees of the Tenant, in such amounts and with such limits as may be required under applicable law.

The deductibles of the insurance policies herein required shall be Tenant's responsibility and should Landlord undertake any repairs after any loss or damage to the Demised Premises, Tenant shall reimburse Landlord the deductible payable under the insurance policy, together with any amount paid by any insurance provider except for amount paid with respect to property which belongs to Tenant.

Tenant must deliver Landlord satisfactory evidence of payment of the insurance premiums within fifteen (15) days of the respective renewal dates of the respective policies and at the same time submit the corresponding insurance certificate or certified copy of each renewed policy.

SECTION ELEVEN MATERIAL, EQUIPMENT, SIGNS

During the term of this Agreement, and for any further time that Tenant shall hold the Demised Premises, Tenant shall:

1. Refrain from committing or maintaining any merchandise, material or equipment, which may obstruct or interfere with the free access and circulation through the sidewalks, service areas, corridors and parking area of the Building.
2. Install and maintain at its sole cost and expense any signage, as long as Landlord approves in writing the content, form, location and installation of such signage prior to its installation.
3. Refrain from installing any exterior lighting, fence, loud-speakers, or similar accessories, in the roof or exterior of the Building, office and/or apartment, the Demised Premises, without first obtaining written approval by Landlord.

SECTION TWELVE UNLAWFUL OR DANGEROUS ACTIVITY

Tenant shall neither use nor occupy the Demised Premises or any part thereof for any unlawful, disreputable or dangerous activity, nor operate or conduct its business in a manner constituting a nuisance of any kind. Tenant shall immediately, upon discovery of any unlawful, disreputable, or use, take action to halt such activity.

SECTION THIRTEEN INDEMNITY

Tenant shall defend, indemnify and hold Landlord harmless, its directors, officers, members, employees, and agents from and against any and all suits, actions, or administrative proceedings, claims, demands, damages, fines, losses, liabilities, and interest, including costs of defense, settlement, and reasonable attorney's fees (which shall include fees and expenses incurred in any administrative, judicial, or appellate proceeding, as well as any such fees and expenses incurred in enforcing this indemnity) of any nature incurred by or imposed on Landlord arising out of (i) the condition of the Demised Premises caused during, or following the Term of this Agreement by Tenant, if the existence of the condition constitutes a breach of this Agreement; (ii) any violation of any environmental law (whether or not alleged, prosecuted or adjudicated) which occurred during or following the Term of this Agreement due to Tenant's actions or omissions; or (iii) Tenant's breach of any representation, warranty, covenant or provision contained in this Agreement, provided that such condition, contamination, violation or breach resulted in whole or in part from the conduct or acquiescence of Tenant, or any employee or agent of Tenant. This indemnification shall be in addition to Tenant's obligation for breach of a representation or warranty and to any other rights Landlord may have at law or in equity (including under environmental laws). The provisions of this Section 13 shall survive the expiration of the Term and the termination of this Agreement.

SECTION FOURTEEN DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this Agreement by Tenant:

1. If Tenant, or any successor or assignee of Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If Tenant shall fail to pay Landlord any Base Rent or Additional Rent when such payments shall become due.
3. If Tenant shall fail to perform or comply with any of the material conditions of this Agreement and the nonperformance or failure to comply shall continue for a period of fifteen (15) days after notice thereof by Landlord to Tenant or, if the performance or compliance cannot be reasonably had within the fifteen-day period, Tenant shall not in good faith have commenced performance or compliance within the fifteen-day period and shall not diligently proceed to completion of the performance or compliance.
4. If Tenant shall vacate or abandon the Demised Premises.
5. If this Agreement or the estate of Tenant hereunder shall be transferred to or shall pass to any other person or party, except in the manner herein permitted.

6. If Tenant shall fail to remove or cure a hazardous condition immediately upon having received written notice from Landlord of the existence of the condition.

7. If Tenant admits in writing that it cannot pay its debts and obligations as they become due.

**SECTION FIFTEEN
EFFECT OF DEFAULT; REMEDIES**

1. In the event of any default hereunder that has not been cured during the cure period if applicable, as set forth in Section Fourteen, Landlord shall have the right to cancel and terminate this Agreement, as well as all of the right, title, and interest of Tenant hereunder, written notice of the cancellation and termination at least ten (10) calendar days in advance. Upon expiration of the ten (10) day period set forth in the notice, this Agreement and the right, title, and interest of Tenant hereunder shall be cancelled and terminated, except as to Tenant's liabilities hereunder, which shall continue in full force and effect as if the effective date of the notice of cancellation and termination were the expiration of the Term originally set forth in this Agreement or any extension or renewal thereof.

2. No waiver of any default by Tenant shall be implied from any omission by Landlord to take any action on account of a default if such default persists or is repeated; and no express waiver shall affect any default other than the default specified in the waiver, and only as expressly set forth therein and, in such a case, for the time and to the extent therein stated. No course of conduct, nor any custom or practice of the parties shall be construed as a waiver or modification of any of the provisions of this Agreement.

3. In addition to any other remedies or rights of Landlord in this Agreement or by law or equity provided, in the event of any default by Tenant (beyond any applicable grace, notice and/or cure period specifically granted herein, if any), Landlord may:

a. terminate this Agreement (which shall only occur if Landlord so specifies a termination in writing); and/or

b. bring suit for the collection of Rent and other sums due under this Agreement and for damages (including, without limitation, attorneys' fees and the cost of repairing and reletting the Demised Premises), with or without entering into possession of the Demised Premises or terminating the Agreement. Commencement of any such action by Landlord shall not be construed as an election to terminate this Agreement and shall not absolve or discharge Tenant from any of its obligations or liabilities for the remainder of the Term; and/or

c. re-enter and retake possession of the Demised Premises from Tenant by summary proceedings or otherwise. To the extent permitted by law, Tenant waives notice of termination of this Agreement, any statutory notice, notice of reentry or repossession or institution of legal proceedings and any right of redemption or repossession. In the event of any reentry, Landlord shall have the right, but not the obligation, to remove any persons and property from the

Demised Premises and place all such property in storage at a public warehouse or on any sidewalk at the sole expense and risk of Tenant or any other owner thereof; and/or

d. foreclose on its lien described herein and, whether or not such a lien is granted or duly perfected, enter upon the Demised Premises and take possession of any and all equipment, fixtures, furniture and other personal property of Tenant situated on the Demised Premises without liability for trespass or conversion, and sell the same in a commercially reasonable manner with notice at public or private sale and with or without having such property at the sale, at which sale Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant, and Tenant agrees to pay any deficiency forthwith.

e. Notice of re-entry, or the commencement of any action by Landlord for re-entry, or any such actual re-entry, shall not be construed as an election to terminate this Agreement. Neither termination nor re-entry shall absolve or discharge Tenant from any of its obligations or liabilities for the remainder of the Term or otherwise.

4. If Landlord elects to exercise any of its remedies for Tenant's default under the provisions of sub-section 3 above, whether or not Landlord elects to terminate this Agreement or re-enter the Demised Premises, Landlord may recover from Tenant damages computed in accordance with the following formula, in addition to its other remedies:

a. any unpaid Rent and other sums due under this Agreement which have accrued at the time of such exercise; plus

b. the unpaid Rent and other sums due under this Agreement, for the balance of the term, payable monthly, as if no default had occurred, or any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the cost of repairing, modifying or refurbishing the Demised Premises, new tenant allowances, brokerage fees, free rent and attorneys' fees and costs; plus

c. at LANDLORD'S election, such other amounts in addition to (or in lieu of the foregoing) as may be permitted from time to time by the laws of the state or commonwealth;

d. Interest on all of the foregoing from the date due until paid in full at a rate per annum equal to fifteen percent (15%).

SECTION SIXTEEN DESTRUCTION OF DEMISED PREMISES

In the event of a partial destruction of the Demised Premises during the Term from any cause, Landlord shall forthwith repair the same, provided the repairs can be made within sixty (60) days under the laws and regulations of applicable governmental authorities. Any partial destruction



shall neither annul nor void this Agreement, except that Tenant shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Demised Premises. If the repairs cannot be made in the specified time, Landlord may, at Landlord's option, make repairs within a reasonable time, this Agreement continuing in full force and effect and the rent to be proportionately abated as previously set forth in this section. In the event that Landlord does not elect to make repairs that may extend beyond the aforesaid sixty (60) day period or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, Landlord at its sole option, may terminate and cancel this Agreement, without any further obligation thereunder, or grant Tenant the option to make the necessary repairs and not terminate the Agreement.

SECTION SEVENTEEN CONDEMNATION

If the whole of the Demised Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date on which title shall vest in that authority, and the rent payable hereunder shall be apportioned and paid up to that date. If only a portion of the Demised Premises shall be taken or condemned, this Agreement and the term hereunder shall not cease or terminate, but the rent payable after the date on which Tenant shall be required to surrender possession of such portion shall be reduced in proportion to the decrease in use suffered by Tenant as the parties may agree.

SECTION EIGHTEEN SUBORDINATION

This Agreement and all rights of Tenant hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Building, the Demised Premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Tenant shall on demand execute, acknowledge, and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension thereof, and if Tenant shall fail at any time to execute, acknowledge, and deliver any such subordination instrument, Landlord in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, its attorney-in-fact for that purpose.

SECTION NINETEEN ACCESS TO DEMISED PREMISES

Tenant shall permit Landlord or its authorized representatives or agents to enter the Demised Premises at all reasonable hours for the purpose of inspecting the same, or of making repairs that Tenant may neglect or refuse to make in accordance with the terms, covenants and conditions of this Agreement, and also for the purpose of showing the Demised Premises to persons

wishing to purchase the same, and during the year preceding the expiration of this Agreement shall permit inspection thereof or on behalf of prospective tenants.

The provisions contained in this section are not to be construed as an increase of Landlord's obligations under this Agreement; it being expressly agreed that the right and authority hereby reserved does not impose, nor does Landlord assume, by reason thereof, any responsibility or liability whatsoever for the repair, care or supervision of the Demised Premises, or any equipment or appurtenance on the Demised Premises.

**SECTION TWENTY
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES**

The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Demised Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by holder of an interest pursuant to the rights of that holder thereunder.

**SECTION TWENTY-ONE
QUIET ENJOYMENT**

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Demised Premises, free from any interference by Landlord, provided that Tenant is current on payment of Rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant under this Agreement.

**SECTION TWENTY-TWO
LIABILITY OF LANDLORD**

Tenant shall be in exclusive control and possession of the Demised Premises and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Demised Premises, nor for any injury or damage to any property of Tenant, unless the injury and/or damages are caused by the gross negligence or willful misconduct of the Landlord. The provisions herein permitting Landlord to enter and inspect the Demised Premises are made to insure that Tenant is in compliance with the terms and conditions hereof and to allow Landlord to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry into the Demised Premises for inspection purposes.

**SECTION TWENTY-THREE
RENT ABATEMENT**

Except as provided in Section SIXTEEN hereof, no abatement, diminution or reduction of Rent shall be claimed or allowed to Tenant or any person claiming under it under any circumstances, whether for inconveniences, discomfort, interruption of business or otherwise, arising from the alterations, improvements, or repairs of the Demised Premises, required by any



applicable law or regulation, from the restoration of the Demised Premises after the destruction or damage thereof by fire or any other casualty event or the taking or condemnation of a portion of the Demised Premises. Events of *force majeure*, as described in Section 34 hereof, shall not grant the Tenant the right to request any Rent abatement under this Agreement.

**SECTION TWENTY-FOUR
REPRESENTATIONS BY LANDLORD**

At the commencement of the Term Tenant shall accept the Demised Premises in their existing condition and state of repair. Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Landlord in respect thereto, except as contained in the provisions of this Agreement, and Landlord shall in no event be liable for any latent or hidden defects.

**SECTION TWENTY-FIVE
ASSIGNMENT, MORTGAGE, OR SUBLEASE**

Neither Tenant nor its successors or assigns shall assign, mortgage, pledge, or encumber this Agreement or sublet the Demised Premises, in whole or in part, or permit the Demised Premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the prior consent in writing of Landlord in each instance. If this Agreement is assigned or transferred, or if all or part of the Demised Premises are sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, transferee, subtenant, or occupant and apply the net amount collected to the rent payable hereunder, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Tenant. Tenant shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and shall not be released from the performance of the terms and conditions hereof. The consent by Landlord to an assignment, mortgage, pledge, or transfer shall not be construed to release Tenant from obtaining the express written consent of Landlord to any future transfer of interest.



**SECTION TWENTY-SIX
SURRENDER OF POSSESSION**

Tenant shall, on the last day of the Term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the Demised Premises to Landlord, free of subtenancies, including the improvements constructed or placed thereon by Tenant, furniture, machinery and equipment, all in good condition and repair. Any personal property not used in connection with the operation of the Demised Premises or the Building and belonging to Tenant, if not removed at the termination or default, and if Landlord shall so elect, shall be deemed abandoned and become the property of Landlord without any payment or offset therefore.

**SECTION TWENTY-SEVEN
REMEDIES OF LANDLORD**

Landlord's rights and remedies under this Agreement are distinct, separate, and cumulative, and shall not be deemed to be in exclusion of any other rights and remedies provided by law to Landlord.

No receipt of money by Landlord from Tenant after default or cancellation of this Agreement in any lawful manner shall (1) reinstate, continue, or extend the Term of the Agreement or affect any notice given to Tenant, (2) operate as a waiver of the right of Landlord to endure, or (3) operate as a waiver of the right of Landlord to recover possession of the Demised Premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding or other remedy, or (3) final order or judgment for possession of the Demised Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Demised Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

**SECTION TWENTY-EIGHT
CONSENT OF LANDLORD AND TENANT**

Landlord and Tenant agree that the consent on the part of either of them required under any provision of this Agreement will not be unreasonably withheld.

**SECTION TWENTY-NINE
AMENDMENTS**

This Agreement may only be altered or amended by written agreement between the parties hereto.

**SECTION THIRTY
NO WAIVER**

The failure with or without intent of any party hereto to insist upon the performance by the other party of any term or condition of this Agreement in strict conformity with the literal requirements thereof, shall not be treated or deemed to constitute a modification of any provision hereof, nor shall any such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever thereafter to insist upon the performance by another strictly in accordance with any provision hereof.

**SECTION THIRTY-ONE
NOTICES**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given if personally delivered in return for receipt, or if mailed by registered or certified mail, return receipt requested, to the parties at the addresses set forth below. The date of mailing or personal delivery shall be the date of giving notice. Either party may



change the address to which notices are given, by giving notice to the other parties in the manner herein provided, said notice to be sent to:

LANDLORD:
B2B Loan Portfolio I, LLC
954 Ave. Ponce De Leon, Suite 601
San Juan, Puerto Rico 00907
Attn: Lestor Hernández
lestor@b2bfunding.net

with a copy to:

Ferraiuoli LLC
221 Ave. Ponce De Leon, Suite 500
San Juan, Puerto Rico 00917
Attn: José A. Díaz, Esq.
jdiaz@ferraiuoli.com

TENANT:

BMJ Foods P.R., Inc.
Attention: Mr. Samuel Jové
P.O. Box 4963
Caguas, Puerto Rico 00726-4963



**SECTION THIRTY-TWO
BENEFITS**

This Agreement shall inure to the benefit and shall be binding upon the respective parties and their legal representatives, successors and assigns.

**SECTION THIRTY-THREE
LEASE NOT RECORDABLE**

Notwithstanding any provision in this Agreement to the contrary, this Agreement may not be recorded by Tenant in the Registry of the Property of Puerto Rico without the Landlord's express written consent, which may be delayed, conditioned or denied for any reason or no reason.

**SECTION THIRTY-FOUR
FORCE MAJEURE**

In the event that either party to this Agreement shall be hindered or delayed in the performance of any of its obligations or commitments under this Agreement by reason of *force*

majeure, the performance of such act shall be excused for the period of time which it is reasonably understood that said act or event hinders its performance. Force majeure is understood as any incident or occurrence beyond the parties control, including, but not limited to, lock-outs, strikes, shut downs or labor disputes; inability to obtain necessary materials; riots, acts of war and insubordination; fires, explosions, accidents and acts of sabotage, lack of electricity or fuel, floods, earthquakes, torrential rains and hurricanes; administrative, government or court orders (including mandatory quarantine orders) or injunctions unless attributable to the gross negligence or intentional acts of the party; matters of national security; or any other situation or event beyond the parties' control except for gross negligence or intentional acts. In said situation, the period of time for a party to comply with any obligation or commitment, except the payment of Rent, shall automatically be extended for a period equivalent to the period of duration of such force majeure. Notwithstanding the foregoing, events of force majeure shall not excuse the payment of Rent as and when the same becomes due under this Agreement.

SECTION THIRTY-FIVE ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no other representations, inducements, promises, or agreements, oral or otherwise, between the parties pertaining to the lease of the Demised Premises, shall be of any force or effect.

SECTION THIRTY-SIX INVALID CLAUSES

If any covenant or other provision of this Agreement is found to be invalid, illegal or incapable of being enforced, by reason of any rule or law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein.

SECTION THIRTY-SEVEN APPLICABLE LAW

This Agreement shall be interpreted under the laws of the Commonwealth of Puerto Rico, and all actions arising therefrom shall be instituted in the city of San Juan, Puerto Rico.

SECTION THIRTY-EIGHT TITLES TO SECTIONS

The titles and headings of sections are for convenience of reference only, and do not purport to constitute a part of this Agreement.

**SECTION THIRTY-EIGHT
TITLES TO SECTIONS**

The titles and headings of sections are for convenience of reference only, and do not purport to constitute a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at the place and date first above written.

(LANDLORD)

(TENANT)

B2B LOAN PORTFOLIO I, LLC

BMJ FOODS P.R., INC.

By: 

Name: José A. Díaz Bruguéras

Title: Authorized Signatory

By: 

Name: Samuel H. Jové

Title: President

SCHEDULE I

DEMISED PREMISES

Entire building