

## BUSINESS LEASE

This agreement entered into this 05 day of August, 2014, between **Commercial Management Group, LLC**, hereinafter called the "lessor", party of the first part, and **U.S. LUBRICANT LLC**, hereinafter called "lessee" or "tenant", party of the second part:

WITNESSETH, that the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor the space located and referred to as: **7855 W. 2<sup>nd</sup> CT., Unit #2, Hialeah, FL 33014, approx. 1,500 Sq. Ft.**, to be used and occupied by the lessee and for no other purposes other than:

### **FUEL & OIL (STORAGE OF OIL, NO ACTUAL FUEL ON PREMISES) FUEL IS STORED ELSEWHERE.**

for the term of **12 MONTHS**. This term shall begin on the **1<sup>st</sup> day of AUGUST, 2014**, and shall end on the **31<sup>st</sup> day of JULY, 2015**, at and for the agreed total rental of **\$13,200.00** plus Florida sales tax if applicable. A sixty (60) day written notice of intention to terminate must be received in our office prior to lease expiration date. The rent amount shall be collected and due as follows: **\$1,100.00 plus applicable Florida sales tax beginning with the payment of the 1<sup>st</sup> day of AUGUST, 2014 and ending with the payment of 1<sup>st</sup> of JULY, 2015.**

All payments to be made to the lessor on the first day of each and every month in advance without demand including Florida Sales Tax if applicable at the office of **Commercial Management Group, LLC, 7901 W. 25 Ave., # 3, Hialeah, FL 33016**, or at such other place and to such other person as the lessor may from time to time designate in writing.

The following express stipulations and conditions are made part of this lease and are hereby assented to by the lease:

**SECURITY DEPOSIT:** Lessee has deposited **\$1,000.00 (One Thousand Dollars and 00/100)**, which sum shall be retained by Lessor as security for the payment by lessee of the rents herein agreed to be paid by lessee and for the faithful performance by lessee of the terms and covenants of this lease. The failure of lessee to timely make the security deposit shall be a material breach hereunder. It is agreed that Lessor at Lessor's option, may at any time apply said sum or any part thereof for the payment of the rents and all other sums payable by lessee under this lease, and toward the performance of each and every of lessee's covenants under this lease, but such covenants and lessee's liability under this lease shall thereby be discharged only pro-tant; that lessee shall remain liable for any amounts that such sum shall be insufficient to pay; that lessor may exhaust any or all rights and remedies against lessee before resorting to said sum, but nothing herein contained shall not be utilized for any such purpose, then such deposit shall be returned after lessee pays last installment of lease term as indicated and required by Florida Statute; that in the event this deposit is utilized at the option of the lessor during the term hereof, lessee shall replenish same upon demand; said deposit shall draw no interest and may be co-mingled with Lessor's general funds.

**RETURN CHECKS:** It is hereby understood that if the lessee chooses to pay lease with a check, and said check is returned, lessee shall pay lessor a return check charge equal to ten percent (10%) the value of the check or twenty five dollars (\$25.00), whichever is greater, such charge be deemed rent and collected as such. If lessee issues more than two return checks, lessor will no longer be required to accept payment of lease installments by check and lessor may require all payments be made in cash, cashier's check or money order.

**FIRST:** The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, which shall not be unreasonably withheld. All additions, fixtures or improvements which may be made by lessee, except

movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

**SECOND:** All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for theft or damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomever.

**THIRD:** That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances in upon or connected with said premises during said term and shall also promptly comply with any and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at the tenants own cost and expense.

**FOURTH:** In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises, tenable by repairs within ninety days there from. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. Rent shall be abated for any period during which the lease premises are not tenable. The cancellation herein mentioned shall be evidenced in writing.

**FIFTH:** The prompt payment of the rent for said premises upon the date named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made part of this covenant, and such other and further rules or regulations as may be hereinafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all the rights of the lessee hereunder.

**SIXTH:** If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way whatsoever, and re-rent the premises with or without any furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-renting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess.

**SEVENTH:** In the event of a breach of any term or condition herein by the lessee, reasonable attorney's fees incurred by lessor in any attempts to enforce the terms of the lease, including fees prior to, during, or after litigation. Lessee's failure to perform or abide by any term, provision, covenant, agreement, undertaking, condition, or due date of this lease within ten (10) days after written notice and demand, unless the failure is of such character as absolutely to require more than ten (10) days to cure, in which event lessee's failure to proceed immediately, expeditiously, continuously, and diligently to cure fully and completely such failure shall constitute and event of default, a material default. Any act of the lessee which imperils the prospect of full performance or satisfaction of the lessee's obligation herein shall constitute a material default. In the event lessee defaults in any term or condition as stated in this lease, the lessor shall have the right to cancel this lease forthwith and notice of same shall be sent to lessee in writing. The failure of lessor or lessee to take any action against the other for violation of any of the terms of the lease shall not prevent such action or a subsequent act of a similar nature from being a violation of the lease.

**EIGHTH:** The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor



may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

**NINTH:** The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

**TENTH:** The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building.

**ELEVENTH:** Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

**TWELFTH:** It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenants or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about said building.

**THIRTEENTH:** If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee before the end of said term, the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right title or interest in or to the above described property by virtue of this contract.

**FOURTEENTH:** This contract shall bind the lessor and its assigns or successors, and the heir, assigns, personal representatives, or successors as the case may be, of the lessee.

**FIFTEENTH:** It is understood and agreed between the parties hereto that time is of the essence in this contract and this applies to all terms and conditions contained herein.

**SIXTEENTH:** It is understood and agreed between the parties hereto that written notice mailed or delivered to the lessee's office shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

**SEVENTEENTH:** The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**EIGHTEENTH:** It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

**NINETEENTH:** It is hereby understood and agreed that any signs or advertising to be used, including awning, accompanying the premises leased hereunder shall be first submitted in writing to the lessor for approval before the installation of the aforementioned.


**TWENTIETH:** It is understood and agreed that the rent hereby provided does not include any tax on rentals, sales, uses, or other similar taxes required to be paid by the lessee by any law, now or hereafter in effect. However, lessee shall promptly pay all such taxes as the same become due, in the manner provided by law, and any failure or neglect of the lessee to do so shall constitute a default by the lessee under this lease, enforceable as any other default hereunder.

**TWENTY-FIRST:** Lessor shall keep in good order, condition and repair the foundation, exterior walls and exterior roof of the premises. Lessee shall keep in good order, condition and repair the interior premises and every part thereof, including without limitation, all plumbing, heating, air-conditioning, ventilating, electrical and lighting facilities and equipment within the premises, fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, plate glass, and skylights, located within the premises. Lessee shall surrender the premises to lessor in the same condition received, ordinary wear and tear expected, clean and free of debris. Lessee shall repair any damage to the premises by the installation of any fixtures, furnishings and equipment.

**TWENTY-SECOND:** Lessee shall not, without lessor's prior consent, make any alterations, improvements, additions or utility installations in or about the premises, except for non-structural alterations. Lessor may require that the lessee remove any and all alterations, improvements, additions or utility installations at the expiration of the term and restore the premises to its prior condition. Any alterations, improvements, additions or utility installations shall be presented to lessor in written form with proposed detailed plans. If lessor gives their consent, the consent shall be conditioned upon the lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to lessor, and the compliance by lessee of all conditions of said permit. Lessee shall pay when due all claims for labor or materials furnished, which claims are or may be secured by a mechanic's or material men's lien against the premises.

**TWENTY-THIRD:** If any installment of rent due from lessee shall not be received by lessor within five (5) days after such amount shall be due; the lessee shall pay the lessor a late charge equal to TEN percent (10%) of such overdue amount or (\$25.00), whichever is greater, such charge be deemed rent and collected as such. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost lessor will incur by reason of late payments by lessee. Acceptance of such late payment by lessor shall in no event constitute a waiver of lessee's default with respect to such overdue amount, nor prevent lessor from exercising any of the rights and remedies granted hereunder. If any installment of rent or other amount due from lessee shall not be received by lessor within thirty (30) days after such amount shall be due; the lessee shall pay the lessor a finance charge, above the previously stated late charge, equal to one and one half percent (1 ½%) of such overdue amount and this charge shall be added to overdue amount and new balance shall bear a finance charge as previously stated. This finance charge shall be cumulative and shall be charged on the last working day of each calendar month. All of the above charges shall be considered as additional rent.

**TWENTY-FOURTH:** Lessee further agrees to place with an approved insurance company, and keep in effect during the life of this lease, insurance for the benefit of the lessor as well as for the lessee covering public liability of all kinds, in amounts no less than \$100,000.00 in case of injury by one person, nor less than \$300,000.00 in case of damage or injury to more than one person; during the term of this lease, the lessee will deposit with the lessor certificate of such insurance, and will promptly pay all premiums on this insurance coverage and shall keep the insurance coverage updated every year to keep up with the fair market value of the replacement value of the structure. Lessee is further urged by lessor to obtain renter's content insurance coverage. Lessee acknowledges that any insurance coverage obtained by lessor shall exclude lessee's content and should lessee suffer a loss to any content, lessee acknowledges that lessor shall have no liability whatsoever and lessee shall have no right to make a claim against lessor or lessor's insurance coverage of said premises.





**TWENTY-FIFTH:** This lease is subject to and subordinate to any mortgage or ground or underlying lease now or hereafter placed upon or affecting the real property of which the leases premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. Inc confirmation of such subordination, lessee agrees to execute promptly any and all instruments necessary to effect said subordination as long as such mortgagee shall uphold and honor this tenant as long as the lessee is not in violation thereof:

**A.-** Lessee agrees, in the event of any act or omission by lessor which would give lessee the right to terminate this lease or to claim a partial or total eviction, not to exercise any such right: (i) until he has notified in writing the holder of any mortgage which has a lien on the leased premises or the underlying lessor, if any, of such act or omission, (ii) until a reasonable period, not less than thirty (30) days has elapsed following the giving of such notice; (iii) unless such holder or underlying lessor with reasonable diligence, has not commenced to remedy such act or omission, the rental herein recited shall be abated and apportioned to the extent that any part of the leased premises remains untenable.

**B.-** If such mortgage is foreclosed or such underlying lease is terminated, then, upon request of the mortgagee or underlying lessor, lessee will attorn to the purchaser at any foreclosure sale there under or the underlying lessor shall execute such instruments as may be necessary or appropriate to evidence such attornment.

**C.-** Lessee shall deliver to lessor or to lessor's mortgagee, or auditors, or prospective purchaser, or the owner of the fee, when requested by lessor, a certificate to the effect that this lease is in full force and that lessor is not in default therein, or stating specifically any exceptions thereto. Failure to give such a certificate within ten (10) business days after written request shall be conclusive evidence that the lease is in full force and effect and lessor is not in default and lessee shall be stopped from asserting any defaults known to him at that time.

**TWENTY-SIXTH:** It is understood and agreed that lessee shall not store cars, parts or materials outside his premises. Furthermore, no repairs shall be allowed to be performed outside in the parking area. It is also understood that there are no animals allowed on the premises unless authorized by lessor in writing. The outside must be kept clean at all times and any failure or neglect of the lessee to do so shall constitute a default by the lessee under this lease, enforceable as any other default hereunder.

**TWENTY-SEVENTH:** From and after the commencement of this lease, throughout the term of the lease, and throughout any and all renewals of this lease, the lessee shall pay to lessor, as additional rent for the leased premises, any increase in the real property taxes over the base year for the leased premises, which shall be the tax billing for the year prior to lease start date, in equal monthly installments. The term "real property taxes" shall include any form of real property tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, impeachment bond, levy or tax imposed on the premises by any authority having the power to tax.

**TWENTY-EIGHTH:** From and after the commencement of this lease, throughout the term of this lease, and throughout any and all renewals of this lease, the lessee shall pay to lessor, as additional rent for the leased premises, any increase in the property insurance policy for the leased premises, in equal monthly installments, The term "property insurance policy" shall include any form of insurance required on the property which is in existence at the time of the inception of this lease including title, flood, hazard, or any other general insurance policy in existence on the said premises.

**TWENTY-NINTH:** If lessee holds over and continues in possession of the premises, or any part thereof, after the expiration or termination of the lease without the lessor's written permission, lessor may recover double the amount of the regular pro-rated daily rent for each day lessee holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the regular rent for the last month of the lease by fifteen.

**THIRTIETH:** This lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this lease may be amended or altered except by a written agreement executed by all parties hereto or their respective successors in interest after the commencement date of this lease.

**THIRTY-FIRST: INDEMNITY OF LESSOR** – In consideration of said premises being leased to tenant for the above rental tenant agrees that tenant, at all times, will indemnify and keep harmless lessor from all losses, damage, liabilities and expenses, which may arise or be claimed against lessor and be in favor of any person, firm or corporation, for any injuries or damage to the person or property of any person, firm or corporation, consequent upon or arising from the use and occupancy of said premises by tenant, or consequent upon or arising from any acts, omissions, neglect or fault of tenant (his agents, servants, employees, licensees, customers or invitees (or consequent upon or arising from tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations, that lessor shall not be liable to tenant for any damages, losses or injuries to the person or property or tenant which may be caused by the acts, neglect, omissions or fault of any person, firm or corporation, and that tenant will indemnify and keep harmless lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against lessor and be in favor of any person, firm, or corporation, for any injuries or damages to the person or property of any persons, firm or corporation, where said injuries or damages arose from the tenant's use of the leased premises and about or upon said premises. Tenants agree at their own expense to provide for their own protective devices such as alarms, special locks, etc. Tenants have familiarized themselves with the area and neighborhood and agree to provide at their own expense any protection and security they feel might be necessary.

**THIRTY-SECOND: WAIVER** – No waiver of any condition or covenant of this lease by lessor shall be deemed to imply or constitute a further waiver by lessor of the same or any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another. The failure on the part of the lessor to promptly exercise any of its rights under the terms of this lease shall not operate or be deemed to waive or forfeit any of the said rights.

**THIRTY-THIRD: PEACEFUL POSSESSION** – Subject to the terms, conditions, and covenants of this lease, lessor agrees that tenant shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by lessor.

**THIRTY-FOURTH: RIGHT TO MORTGAGE OR LEASE** – Tenant's rights shall be subject to any bona fide mortgage which now covers said premises or which may hereafter be placed on said premises by lessor. Tenant agrees to promptly and upon demand to execute an appropriate subordination agreement if the lessor should hereafter undertake to secure a new mortgage encumbering the demised premises.

**THIRTY-FIFTH: LIENS** – Tenant further agrees that tenant will pay all liens of contractors, subcontractors, mechanics, laborers, material men and other items of like character for work ordered by the tenant, and will indemnify lessor against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonable incurred in and about the defense of any suit in discharging the says premises or any part thereof and the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

The tenant shall not have any authority to create any liens for labor or material on the lessor's interest in the above described property and all persons contracting with the tenant for the destruction or removal of any building or for the erection, installation, alteration or repair of any building or other improvements on the above described premises and all material men, contractors, mechanics, and laborers are hereby charged with notice that they must look to the tenant and to the tenant's interests only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this lease.

**THIRTY-SIX: WAIVER OF TRIAL BY JURY** – It is mutually agreed by and between lessor and tenant that the respective parties hereto shall, and they do hereby, waive trial by jury in any action, proceeding or



counterclaim brought by either of the parties against the other on any matter arising out of, or in any way connected with, this lease, the relationship of lessor and tenant, and tenant's use of, or occupancy of, the premises.

**THIRTY-SEVENTH: NO WAIVER** – The failure of lessor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of the lease, shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by landlord of rent or any other charges payable hereunder with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No provisions of this lease shall be deemed to have been waived by lessor, unless such waiver be in writing by lessor, of a lesser amount than the monthly rent herein stipulated shall be deemed 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 of rent be deemed an accord and satisfaction, and lessor may accept such check or payment without prejudice to lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.

**THIRTY-EIGHTH: NO REPRESENTATIONS BY LESSOR** – Lessor or his agents have made no representations or promises with respect to the premises, except as herein expressly set forth and no rights, easements or licenses are acquired by tenant, by implication or otherwise, except as expressly set forth in the provisions of this lease. The taking possession of the premises by tenant shall be conclusive evidence, as against tenant, that tenant accepts the premises and the same were in good, satisfactory, condition at the time such possession was so taken.

**THIRTY-NINTH: HAZARDOUS SUBSTANCES** – Tenant hereby agrees to indemnify lessor harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment and claims or any and every kind whatsoever paid, incurred or suffered by, or asserted against lessor by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state, or local "Superfund", "Superlien", laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating with respect to or imposing liability, including strict liability, substances or standards or conduct concerning any Hazardous Substance), if the tenant created the Hazardous Substances situation. For purposes of this instrument, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

If tenant receives any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the land or in connection with tenant's operations thereon or (ii) any complaint, order, citation or any other environmental, health or safety matter affecting tenant (the "Environmental Complaint") from any person or entity (including without limitation the EPA) then tenant shall immediately notify lessor orally and in writing of said notice.

Lessor shall have the right, but not the obligation, and without limitation of lessor's rights under this agreement to enter onto the premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the premises or any part thereof, which if true, could result in an order, suit or other against tenant. All reasonable costs and expenses incurred by lessor in the exercise of any such rights in cleaning up a situation of Hazardous Substances created by the tenant shall be payable by tenant upon demand, and if not so paid, shall bear interest at the highest rate allowable by law.

Lessor provides trash containers for the use of its tenants, and these containers are for normal office trash only, and shall not be used for any other materials such as, but not limited to refuse which is a by-product of the tenant's manufacturing and/or service operations.

Any breach of any warranty, representation or agreement contained in this Section 39 shall be an Event of Default hereunder and shall entitle lessor to exercise any and all remedies provided in this agreement, or otherwise permitted by law.

This Section and all provisions herein, including but not limited to the indemnity by tenant, shall survive the full performance and expiration of this lease and shall inure to the benefit of any transferee of title to the premises.

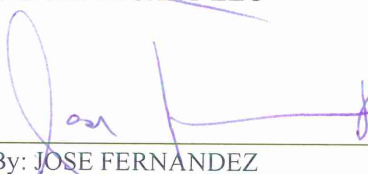
IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument, consisting of thirty nine (39) paragraphs and attached riders, for the purpose herein expressed, the day and year above written.

**AS TO LESSOR:**  
**Commercial Management Group, LLC**

  
By: HECTOR MARRERO

\_\_\_\_\_  
Date

**AS TO LESSEE:**  
**U.S. LUBRICANT LLC**

  
By: JOSE FERNANDEZ

09/05/14  
Date