

## EXHIBIT N

**COMMERCIAL SUBLEASE**

This Sub Lease Agreement (this "Lease") is dated as of April 01, 2017, by and between Leeward Bay Marina ("Landlord"), and Olsen's Barge, LLC - dba Chowder Barge ("Tenant"). The parties agree as follows: This Lease is a Sublease and is subject to and subordinate to the terms, conditions and covenants of Permit No. 921 ("Master Lease") by and between Leeward Bay Marina as Tenant and the City of Los Angeles Harbor Department through its Board of Harbor Commissioners (the "Master Landlord"). A copy of the Master Lease is attached hereto as Exhibit B. Tenant assumes and shall perform and be bound by the liabilities of the Master Lease.

**PREMISES.** Landlord, in consideration of the rental lease payments provided in this Lease, leases to Tenant the Water space located at  
Leeward Bay Marina  
611 N. Henry Ford Ave.  
Wilmington, Ca 90744  
See map for location (the "Premises") located at 611 N. Henry Ford Ave. Space C-0,  
Wilmington, CA 90744.

**TERM.** The Lease term will begin on April 01, 2017 and will continue on as a month-to-month tenancy.

Either party can terminate this month-to-month Lease upon serving a 90-days notice. Upon execution of a Master Lease between the Port of Los Angeles and Leeward Bay Marina, this Lease becomes a sublease and expires upon termination of the Master Lease.

**RENTAL PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$400 payable by the tenth day of each month. Rental payments shall be made to the Landlord at 611 N. Henry Ford Ave, Wilmington, California 90744. Also, 5% of Gross Sales excluding Sales Tax is due by the 10th of each month for prior months sales.

**POSSESSION.** Tenant acknowledges it is in possession of the premises as an assignee under a Sub Lease between Olsen Barge and Leeward Bay Marina. Tenant shall be entitled to possession under this Lease, on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when first occupied by Tenant, ordinary wear and tear excepted. The slip will need to be returned at the end of the term without the barge, with the Premises restored as required by the Master Landlord under the terms of the Master Lease.

**USE OF PREMISES.** Tenant may use the Premises only for a floating restaurant. The serving of wine and beer with valid ABC license is permitted. Occasional filming is permitted provided Landlord has the right to approve or disapprove for each event. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PARKING.** Tenant shall be entitled to use one reserved parking space and use of the main parking lot for customers.

**STORAGE.** Tenant shall be entitled to store items of personal property in a 8 x 20 ft. storage container in the back parking lot. The container is owned and maintained by Tenant. Landlord is not responsible in the event of theft or damage during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items. There shall be no rent charged for the use of this storage space.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Landlord must be named as additional insured. Insurance must also meet the requirements of the Master Landlord. The Master Landlord must also be named as additional insured under all insurance.

**MAINTENANCE.** Landlord's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks.

Tenant's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- all other items of maintenance not specifically delegated to Landlord under this Lease.

**UTILITIES AND SERVICES.**

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- electricity

- water and sewer
  - garbage and trash disposal
  - \$400.00 per month rent to reimburse Landlord for electricity as referred to one page 1.
1. Maintenance and Repairs: Tenant is responsible for all interior and exterior repairs to the restaurant. Tenant is responsible for repairs to the attached patio and all ramps that start at the marina dock and lead in to the restaurant. Tenant is responsible for gas and sewer lines from the point where they branch off from marina lines and enter the restaurant. Tenant is also responsible for electric and water lines from where they hook into marina lines and enter the restaurant. Landlord is responsible for all parking lot main ramp and dock maintenance.
2. Additional Agreements: A - Tenant shall operate in such a manner as to not interfere with the safety and/or peace and quiet of other marina tenants.
- B- No food, solvents or other debris involved with restaurant operations shall enter marina waters.
- C- Unless permission is granted in writing to the contrary by Landlord, hours of operation shall not commence before 7:00am or continue after 9:00pm. At the discretion of Landlord, these hours can be reduced in the interest of safety and/or noise level.

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- gas
- heating
- janitorial services
- telephone service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Landlord shall pay all possessory interest taxes and personal property taxes levied against the docks.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses)

suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease. Should any work require a permit from any Government agency, permit must be obtained prior to any work or construction.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Leeward Bay Marina  
611 N. Henry Ford Ave.  
Wilmington, California 90744

**TENANT:**

Olsen's Barge, LLC - dba Chowder Barge  
611 N. Henry Ford Ave. Space C-0  
Wilmington, CA 90744

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of California.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. Notwithstanding, the Lease (Sublease) is a subordinate to and assumes the terms and conditions of the Master Lease as provided above.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

**Leeward Bay Marina**

By: 

Date: April 08, 2017

Robert Perel,  
Managing Partner

**TENANT:**

**Olsen's Barge, LLC - dba Chowder Barge**

By: 

Date: April 08, 2017

Nyla Olsen,  
Owner