

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of April 1, 2014, by and between CWS Marketing Group, Inc. on behalf of the United States of America, ("Landlord"), and [REDACTED] Good 7 Fellas LLC dba Primos II Pizzeria, ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant in consideration of the lease payments provided in this lease, Suite #1, the premises located at 3114 S. Florida Avenue, Lakeland, FL 33803, together with all common areas necessary for use and accompanying suite #1 including parking for customers of Lessee, together with all improvements presently located thereon, consisting of approximately 2000 square feet. (the "Premises") located at 3114 S. Florida Avenue, Suite 1, Lakeland, Fl. 33803.

TERM. The lease term will begin on April 1, 2014 and will terminate on March 30, 2015.

RENEWAL TERMS. This Lease is not renewable.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$1886.79 plus tax of \$113.21 per month, payable in advance on the first day of each month, for a total monthly payment of \$2,000.00 and for a total annual lease payment of \$22,000.00. Lease payments shall be made to the Landlord's agent, Cathy S. Marino Realty at 400 N. New York Ave., Suite 106, Winter Park, Fl. 32789 or Post Office Box 2337, Winter Park, Florida 32790, or it may be changed in writing from time to time by Landlord. No payment will be due for the month of April. Rent will begin May 1, 2013.

LATE PAYMENTS. Tenant shall pay a fee equal to \$50.00 for each payment that is not paid within 5 days after the due date plus \$5.00 per day until payment is received by landlord. All fees will be considered rent.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT. The landlord is not currently holding a security deposit

POSSESSION. Tenant shall be entitled to possession 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 to in writing by both parties.

USE OF PREMISES. Tenant may use the Premises only as a restaurant. The premises may not be used for any other purposes without 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.

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. 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.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times. In particular the tenant is responsible for:

- a. Interior walls and openings
- b. Doors and windows
- c. Sewer, water pipes, all matters relating to plumbing and fixtures
- d. Air conditioner
- e. Garbage and Grease Trap
- f. Water, Sewer and Electrical
- g. Electricity for the sign
- h. Roof leakage due to the air conditioner but not the roof

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain liability insurance 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. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall advise insurance company to add CWS Marketing Group, Inc. and Cathy S. Marino Realty as an additional insured.



INDEMNITY REGARDING USE OF PREMISES. 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 use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or anything of a dangerous, inflammable, 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.

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

Real Estate Taxes. Landlord shall pay all real estate taxes for the Premises.

Personal Taxes. Tenant shall pay all business and personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$10,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from constructions done by or for the Tenant.

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 10 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, 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 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".



ATTORNEY'S FEES: If LANDLORD employs an attorney due to TENANT's violation of the terms and conditions of this lease, TENANT shall be responsible for all costs and reasonable attorney's fees as incurred by the LANDLORD whether or not suit is filed. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT.

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), 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:

Name: CWS MARKETING GROUP, INC. ON BEHALF OF
THE UNITED STATES OF AMERICA

Address: [REDACTED]

TENANT:

Name: [REDACTED]

Address: [REDACTED]

A/K/A

Name: Good 7 Fellas LLC dba Primos 11 Pizzeria

Address: [REDACTED]
3114 S. Florida Avenue Lakeland, FL 33803

Such addresses may be changed from time to time by either party by providing notice as set forth 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.

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



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

ADDITIONAL PROVISIONS.

ACCESS: LANDLORD DOES NOT HAVE A KEY TO THE PREMISES AND IF ACCESS IS NEEDED TENANT AGREES TO COOPERATE FULLY.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment

Landlord:

CWS MARKETING GROUP, INC. on behalf of
THE UNITED STATES OF AMERICA



M. E. U.

Tenant:

WITNESSES:
Cathy S. Marino
CATHY S. MARINO

Will Ferry



Will Ferry

on behalf Of Good 7 Fellas LLC
dba Primo II Pizzeria
3114 S. Florida Avenue
Lakeland, Florida 33803

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