

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of January 01, 2015, by and between PIURCHASER OF PRIMOS ("Landlord"), and PRIMO'S d'ITALIA RESTAURANT OF MIDWEST CITY, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant REAL ESTATE AND FIXED EQUIPMENT (the "Premises") located at 5661 TINKER DIAGONAL, MIDWEST CITY, Oklahoma 73110.

LEGAL DESCRIPTION. The legal description for the premises is attached as Exhibit A.

TERM. The lease term will begin on January 01, 2015 and will terminate on December 31, 2017.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$8,200.00, payable in advance on the tenth day of each month. Lease payments shall be made to the Landlord at LANDLORD, _____, _____. The payment address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$8,200.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

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 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 delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Restaurant with fullservice bar and event center with catering and delivery services. 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.

FURNISHINGS. The following furnishings will be provided: Equipment affixed to the building is included in this lease. Movable equipment will become property of the tenant upon signing of this

lease and not revert to the Landlord at any time. Tenant shall maintain all affixed equipment until the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

STORAGE. Tenant shall be entitled to store items of personal property in ANY ENCLOSED OR PARKING AREA DESCRIBED IN THE LEASE. during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$900,000.00. Landlord shall be named as an additional insured in such policies. 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. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

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.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of THREE YEARS per renewal term, unless either party gives written notice of termination no later than SIXTY days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease installment payments shall be \$8,800.00 per month.

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

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

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

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.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent 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 \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 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 and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

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 30 days (or any other obligation within 30 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.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

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

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

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.

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. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

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.

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 construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

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:

PIURCHASER OF PRIMOS

TENANT:

PRIMO'S d'ITALIA RESTAURANT OF MIDWEST CITY, LLC
BOX 850358
YUKON, Oklahoma 73085

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 Oklahoma.

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.

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:

PIURCHASER OF PRIMOS

By: _____
PURCHASER,
OFFICER

Date: December 20, 2014

TENANT:
PRIMO'S d'ITALIA RESTAURANT OF MIDWEST CITY, LLC

By: _____
JEFFREY C HAVERN, MANAGING MEMBER

Date: December 20, 2014

Exhibit A

Legal description of the premises

TRACT DESCRIPTION

A tract of land in the Northwest Quarter (NW/4) of Section 9, Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, A part of Amend's Amended plat, being more particularly described as follows:

Commencing at a point 1186.00 feet South of the Northwest corner of said Northwest Quarter (NW/4), thence S89°54'38"E for a distance of 50.00 feet; thence S00°31'07"W for a distance of 71.14 feet; thence S64°38'43"E for a distance of 11.93 feet; thence N89°46'42"E for a distance of 145.51 feet; thence S00°13'18"E for a distance of 147.86 feet; thence S38°23'14"W for a distance of 95.17 feet; thence S51°36'46"E for a distance of 222.25 feet, to the Point of Beginning; thence N38°23'14"E for a distance of 110.48 feet; thence on a curve to the left, having a radius of 37.0' and an arc length of 24.69 feet; thence N00°09'32"E for a distance of 110.86 feet; thence S89°50'28"E for a distance of 145.65 feet; thence S05°31'47"E for a distance of 130.10 feet; thence S05°31'53"E for a distance of 48.85 feet; thence S38°22'51"W for a distance of 181.69 feet; thence N51°36'46"W for a distance of 162.00 feet to the Point of Beginning.

The above description contains 47796 square feet or 1.10 acres more or less.

"LESS & EXCEPT" BILLBOARD TRACT DESCRIPTION

A Tract of land in the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, a part of Amend's Amended Plat; being more particularly described as follows:

Commencing at a point 1,186.00 feet South of the Northwest corner of said Northwest Quarter (NW/4), thence S89°54'38"E for a distance of 50.00 feet; thence S00°31'07"W for a distance of 71.14 feet; thence S64°38'43"E for a distance of 11.93 feet; thence N89°46'42"E for a distance of 145.51 feet; thence S00°13'18"E for a distance of 147.86 feet; thence S38°23'14"W for a distance of 95.17 feet; thence S51°36'46"E for a distance of 237.25 feet; thence N38°23'14"E for a distance of 11.64 feet to the Point of Beginning; thence S51°36'46"E for a distance of 8.00 feet; thence N38°23'14"E for a distance of 31.87 feet; thence N51°36'46"W for a distance of 8.00; thence S38°23'14"W for a distance of 31.87 feet to the Point of Beginning.

The above description contains 265 square feet or 0.006 acres, more or less.

JG VE	COUNTY OF OKLAHOMA DISTRICT OF COUNCIL BLIFFS COUNTY CLERK J. C. [unclear]	COUNTY OF OKLAHOMA DISTRICT OF COUNCIL BLIFFS COUNTY CLERK J. C. [unclear]
	J. C. [unclear] COUNTY CLERK J. C. [unclear]	J. C. [unclear] COUNTY CLERK J. C. [unclear]