

AGREEMENT OF LEASE

Agreement and Lease made this 1st day of June, 2015, by and between Bruce Wyatt and Carmen Wyatt, hereinafter called "Lessor", and Good Times Wine Sprit & Brew, LLC a Tennessee limited liability company, hereinafter called "Lessee".

Whereas, the Lessor owns a parcel of land located at 1369 Interstate Drive, Crossville, TN 38555 and

Whereas, the Lessee is desirous of leasing said parcel of land to be used for a liquor store and the Lessor is willing to lease said property to said Lessee,

Now, Therefore, the parties agree as follows:

LEASED PREMISES

The Lessor hereby demises and leases unto the Lessee the following described parcel of land and building located at 1369 Interstate Drive Crossville, TN 38555, bounded and described in Book 1430 Page 2088 of record in the Register's office of Cumberland County TN.

USE OF DEMISED PREMISES

The demised premises are to be used by the Lessee for operating a liquor store.

II

TERM OF LEASE

The term of this lease shall be for Five Years commencing on June 1, 2015 and ending on May 31, 2020. The Lessee shall thereafter hold said premises hereby leased during the full term of this lease and paying as rent, except only in case of fire, the sum of \$ each month for said term.

III

REAL ESTATE TAXES

The Lessee shall pay the real estate taxes levied by the City of Crossville and Cumberland County on the demised premises.

IV

The Lessee shall pay for all water and sewer charges assessed by the City of

Crossville on said property for the term of this lease and shall pay for all electricity, heat garbage pick-up and other utilities used on said premises.

V

LESSEE'S OBLIGATION TO REPAIR

The Lessee shall have the express obligation to make repairs to the interior of the demised premises, including the alarm system plumbing and electrical systems, heating and air condition units and the ordinary and necessary maintenance of the Premises. The Lessee shall hold the Lessor harmless from any loss, cost or damage in connection therewith where said loss, cost or damage is occasioned by the Lessee, its agents, servants or employees, or by persons coming on the demised premises at the express or implied invitation of the Lessee.

VI

LESSOR'S OBLIGATION TO REPAIR

The Lessor shall have the express obligation to make, promptly after the necessity therefore arises, such repairs to the roof and structure and deemed necessary by Lessor.

VII

ASSIGNMENT

The Lessee shall not assign this lease, nor underlet the whole or any part of the demised premises without first obtaining the written consent of the Lessor. The Lessor covenants and agrees that Lessor will not unreasonably withhold such written consent for such assignment or underletting.

VIII

PAYMENT OF RENT

The Lessee agrees that it will during said term and for such further time as the said Lessee or any person or persons claiming under it shall hold said premises or any part thereof pay unto the Lessor and Lessor's assigns the said yearly rent hereinbefore provided for upon the days hereinbefore appointed for the payment of rent during said term.

IX

STOCK IN TRADE AND FIXTURES

The Lessee's stock in trade and fixtures in the demised premises shall be at the sole risk of the Lessee, except if loss, cost or damage in connection therewith is occasioned by the active negligence of the Lessor, its agents, servants or employees.

X

ALTERATIONS, ADDITIONS AND SIGNS

The Lessee shall not make any alterations or additions to the leased premises, without first obtaining the written consent of the Lessor which shall not be withheld unreasonably. Lessor consents to the installation, at Lessee's sole cost and expense, of exterior signs.

XI

UNLAWFUL, IMPROPER OR OFFENSIVE USE

The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the demised premises.

XII

NUISANCE

The Lessee shall be responsible and shall pay all damages and charges to the state or city government or any others for any nuisance made or suffered during said term on the demised premises or the sidewalk or way bordering thereon resulting from the activities of the Lessee.

XIII

DAMAGE TO PREMISES BY FIRE, CASUALTY OR BY
TAKING FOR PUBLIC USE

Provided always, that in case of said premises or any part thereof shall be taken for any street or other public use or shall be destroyed or damaged by fire or other casualty, or by the action of the City of Crossville or other public authorities, after the execution hereof and before the expiration of said term, then a just proportion of the rent hereinbefore reserved, according to the nature and extent of the taking or injury sustained by the demised premises, or in the proper condition for use and occupation with due diligence by Lessor at Lessor's sole cost and expense, and in case of taking there shall be a permanent abatement according to the nature and extent of the portion of the premises taken; Provided, however, that in case the said premises or any substantial part thereof, shall be taken for any street or other public use, or shall be destroyed or substantially damaged by fire or casualty, or condemned by the action of the City of Crossville or other public authorities after the execution hereof and before the expiration of the said term, then this lease and the said term shall terminate at the election of the Lessor or its representatives or assigns or of the Lessee and such election may be made in case of any such taking or destruction notwithstanding the entire interest of the Lessor or its representatives or assigns may have been divested by such taking, and if the lease shall not be terminated as aforesaid, the Lessor shall proceed with all expedition to restore the premises to their condition before said fire or casualty, or in case of a taking to put what may remain of said premises in proper and fit condition for use for said purposes.

XIV

INSURANCE

The Lessee shall insure, at Lessee's sole expense, the building on the demised premises against the risk of fire for an amount satisfactory to the Lessor and name Lessor as additional insured on the policy. The Lessee shall provide, at its sole expense, public liability insurance, including property damage with a \$1,000,000 limit and name Lessor as additional insured, and including death and personal injury with \$1,000,000 limits.

XV

LESSEE'S OBLIGATION AT THE END OF TERM

The Lessee shall at the expiration of said term peaceably yield up to the said Lessor all and singular the premises in such repair as the same are in at the commencement of said term or may be put in by the said Lessor or its representative during the continuance thereof, reasonable wear and use thereof and such other damage, the obligation to repair which has hereinbefore been specifically provided for in this lease, only excepted.

XVI

DEFAULT, INSOLVENCY ET CETERA OF LESSEE

If the Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on Its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid form the Lessor to the Lessee specifying such default, or if the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of Its property for the benefit of creditors, then, and in any of the said cases, the Lessor or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under It, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and that upon entry as aforesaid the said term shall cease and be ended.

XVII

REMOVAL OF FIXTURES AND STOCK IN TRADE AT END OF LEASE

So far as the same are not inconsistent with the term of the lease, as hereinbefore provided, the Lessee at the expiration of this lease or within a period of fifteen (15) days thereafter shall have the right to remove all fixtures, trade or otherwise, which it has installed upon the demised premises during the term of this lease, or by its assignor, during prior leases.

XVIII

COVENANTS AND AGREEMENTS

All of the covenants, agreements and conditions of this lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and express.

This agreement and lease shall be deemed a Tennessee contract and governed by the laws of the State of Tennessee.

XIX

QUIET ENJOYMENT

The Lessor agrees that if the Lessee shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be paid and performed, the Lessee shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Lessor or by any other person or persons.

XX

NOTICES

All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by registered mail and shall be deemed properly given if tendered at the address first above set forth of the party intended to be notified or at such other address as either party shall designate by written notice to the other. If there is more than one Lessor then any notice, demand or request sent or payment made to any one of them shall be construed to be sent or made to all of them. All such notices, demands and requests sent to Lessee shall be addressed to the attention of its manager, contract and lease administration.

XXI

CONTESTING STATUTES

Lessee agrees that the premises shall not be used in violation of any federal or state statute, or municipal ordinance or law. If Lessee shall desire to contest the validity of any statute, rule, order, ordinance, requirement or regulation Lessee may, at Lessee's own cost and expense, carry on such contest and such noncompliance by Lessee during such contest shall not be deemed a breach of the covenants contained in this numbered Article, provided that Lessee shall indemnify Lessor against all liability for costs, expenses, claims, losses, damages, fines, and penalties, including reasonable counsel fees, resulting from or reasonably incurred in connection with such contest and noncompliance.

In the event of the existence or enactment of any law or the making of any ordinance, rule, ruling or regulation which materially impedes or limits the use of said premises for any of the specific purposes set forth in Article I hereof, at the election of Lessee, to be exercised by notice thereof in writing, this lease shall thereupon terminate and all liability hereunder shall cease from and after the date such impediment or

limitation becomes effective, and all prepaid rent and additional rent, if any, shall be prorated on a daily basis and the excess, if any, paid by Lessor to Lessee.

XXII

LESSOR'S COOPERATION

If any provisions of law, act, rule, code, regulation, ordinance or other provision of any state, municipal or other governmental department, board, bureau or agency having jurisdiction over the demised premises or any of the appurtenances thereunto belonging shall require that the owner of the demised premises join in, consent to or require that the owner of the demised premises join in, consent to or institute any action, proceeding or application with respect to the exercise by Lessee of any right, not in violation of the terms of the lease, for the enjoyment and use of the demised premises or of any building or improvements now or hereafter thereon, or the appurtenances thereunto belonging, Lessor agrees, to the extent that same is reasonable, free of expense to Lessee to give Lessor's consent thereto and Lessee may, in its name, in Lessor's name or in both names, institute such actions or proceedings and make such applications as shall be requisite for Lessee's enjoyment and use of the premises, and the appurtenances thereunto belonging. In the event that Lessor shall fail or neglect to comply with any of its obligations as set forth in this numbered Article, Lessee may, in addition to any other remedies, as agent or attorney in fact or Lessor do all such things as Lessor is obligated hereunder to do and to execute, acknowledge and deliver all instruments required for Lessee to exercise its rights pursuant to this lease for the lawful enjoyment and use of the demised premises; and in any such case Lessor hereby irrevocably nominates, constitutes and appoints Lessee Lessor's proper and legal attorney in fact for such action, proceeding or application; and Lessee will indemnify and hold Lessor harmless from all such costs and expenses. All actions and proceedings shall be conducted, all applications shall be made, and all instructions and documents required shall be prepared, by Lessee's attorney at Lessee's expense.

XXIII

CURING DEFAULTS

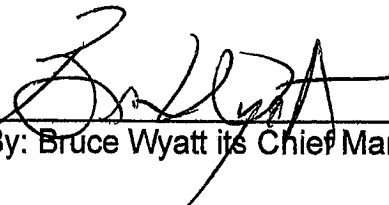
If either party is required to perform or comply with any agreement or provision hereof and shall fail to do so within the time provided therefor (or if no time is provided therefor then within thirty (30) days after written demand for compliance shall have been received by any party hereto from the other unless such default shall be of such nature that same cannot be completely cured within such thirty (30) day period but the curing thereof has been commenced within the said thirty (30) day period and shall thereafter be continued with reasonable diligence), in each such case, upon the compliance therewith or for the curing of same, the party demanding compliance may perform and

comply therewith for the account and at the expense of the party failing to do so; and the party failing to do so immediately upon receipt of an itemized invoice of the cost and expense incurred by the other party hereto, with interest at the rate of eight (8%) percent per annum to the date payment is received. Should the Lessee be the party failing to make such payment, the cost and expense thereof shall be charged to Lessee as additional rent, which shall be paid by the Lessee on the next rent payment date following the date of receipt by Lessee of such invoice, and in the event such additional rent shall not be paid when due, it may be collected in the same manner as is herein provided for the collection of rent. Should the Lessor be the party failing to make such payment to the Lessee then the Lessee, without impairing or affecting any other of its rights, shall have the right to withhold payment of all rent, and additional rent if any, until Lessee has recouped all such costs and expenses, with interest as aforesaid, to the date full payment is received. In any such case if Lessor is in default hereunder, Lessee, without impairing or affecting any other rights it may have for damages or otherwise, shall have the right to cancel and terminate this lease by giving written notice of Lessee's election to do so; and upon giving such notice the life of this lease shall cease and come to an end as of the date set forth in said notice, with the same force and effect as if the date set forth were the date originally fixed for the termination of the term and of any extended term thereof. In computing the time within which either party is required to comply with any covenant, agreement or provision of this lease, there shall be excluded therefrom periods of reasonable delay on account of war, "labor troubles;," "Acts of God" and other unavoidable delays.

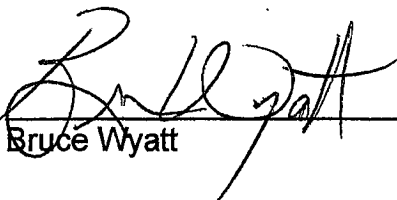
In witness Whereof the said Parties have hereunto set their hands and seals the day and year first above written and the Lessee has caused these presents to be signed by Bruce Wyatt its Chief Manager, hereunto duly authorized and has caused its corporate seal to be affixed hereto.

Witness:

Good Times Wine Spirit & Brew, LLC



By: Bruce Wyatt its Chief Manager



Bruce Wyatt

Carmen Wyatt
Carmen Wyatt