

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and effective January 1, 2015, by and between Prouse Holdings OC, LLC, ("Landlord"), and GPP Holdings, LLC, ("Tenant").

Landlord is the owner of the land and improvements commonly known and numbered as 12407 Coastal Highway, Ocean City, (Worcester County) Maryland 21842 and legally described as follows: Tax Map 116 Parcel 5158 Lot 16A, Property ID 10-146100, which is shared with an adjoining business currently being run as a mini golf course. (If the adjoining lot "currently being run as a mini golf course" is subdivided, GPP Holdings, LLC agrees to shared entrances and parking.)

Landlord makes available for lease the Building designated as a restaurant facility and parking lots (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2015 and ending January 1, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the Lease for two (2) extended terms of five (5) years each. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions provided in this Lease.

2. Rental.

Tenant shall pay to Landlord during the Initial Term rental of \$400,000 per year, payable in installments as follows:

<u>Term</u>	<u>Related Months</u>	<u>Payment</u>	<u>Due Date</u>
Off Season	October - March	\$15,714 per month	1 st of the Month
	April	\$15,716	1 st of the Month
Shoulder Season	May - June, September	\$30,000 per month	1 st of the Month
Peak Season	July - August	\$100,000 per month	1 st & 15 th of the Month

Each installment shall be due in advance on the dates designated above. The rental for any renewal lease term, if created as permitted under this Lease, shall be based upon the current rent plus an additional 10% increase.

3. Use.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Tenant's personal property, if any, on the Leased Premises. Landlord shall be responsible for paying all general real estate taxes and installments of special assessments coming due and personal property taxes with respect to Landlord's personal property at the Leased Premises.

8. Financial Reporting

Tenant agrees to provide periodic financial reports each lease year along with a corporate guaranty for the life of the Lease.

9. Insurance.

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises.

10. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

12. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. Damage and Destruction.

Subject to Section 9 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Adjoining Uses.

No operation currently exists, and Landlord shall not permit, directly or indirectly, a competing Italian restaurant in the adjoining lot "currently being run as a mini golf course", another quick service pizzeria restaurant, or restaurant that offers pizza for delivery, carryout, dine-in or take & bake methods of sale. If Landlord and/or their partners break this covenant, GPP of Ocean City, LLC has the sole option to void this lease at their discretion.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Prouse Holdings OC, LLC
Hilary L. Prouse, Managing Member
7 Archers Way
Milford, DE 19963

If to Tenant to:

GPP Holdings, LLC
c/o Grotto Pizza
20376 Coastal Highway
Rehoboth Beach, DE 19971

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

20. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Right of First Refusal.

Tenant shall have an enduring right of first refusal for the length of the lease term and any extensions under this Lease. Such right of first refusal shall entitle Tenant to purchase premises from Landlord if Landlord, at their sole discretion, opts to sell premises and receives a bona fide offer to purchase from a third party that is acceptable to Landlord. Landlord shall present such offer to Tenant and Tenant shall have sixty (60) days from receipt of notification of purchase premises under the same terms and price as presented in the acceptable offer. Landlord is not obligated to accept any offer from a third party for the purchase of premises, but should Landlord accept such offer, Tenant shall have the right of first refusal as defined under this paragraph. Should Tenant refuse to purchase the premises under the terms presented in the third party offer, Landlord may accept offer and sell premises to third party Purchaser, wherein Purchaser shall inherit all of Landlord's rights and obligations for said premises and all external entities and Landlord shall be relieved of such obligations upon purchase.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successor and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of the Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Site License.

A fully executed Agreement to operate a Grotto Pizza Restaurant at this location must be obtained by Tenant on or before January 1, 2015. In the event a License Agreement is not obtained before this date, this lease will become null and void.

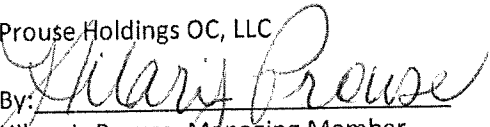
30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:

Prouse Holdings OC, LLC

By: 
Hillary L. Prouse, Managing Member


Witness

TENANT:

GPP Holdings, LLC

By: 
Dominick A. Pulieri, Managing Member


Witness

PERSONAL GUARANTY

In consideration of and as an inducement to Landlord to enter into this Lease (the "Guarantors") personally and unconditionally guarantees, for the first two years of this Lease, the due and punctual payment of all rent and other sums due under this Lease from Tenant and the performance by Tenant of all the terms, conditions, covenants and agreements of this Lease. The Guarantor hereby agrees to pay all of Landlord's costs, expenses and reasonable attorney's fees incurred in enforcing the covenants and agreements of this Lease or incurred in enforcing this Personal Guaranty. Guarantor hereby waives notice of the acceptance of this agreement, presentment, protest, notice of protest and any and all demands for performance or any and all notices of non-performance that might otherwise be a condition precedent to the liability of guarantors under this Personal Guaranty and Guarantor covenants and agrees that Landlord may proceed directly against Guarantor without first proceeding or making claim or exhausting any remedy against Tenant. This Personal Guaranty shall bind the Executors, Administrators, Heirs and Successors of the Guarantor and inure to the benefit of the Landlord, and its Successors and Assigns.

IN WITNESS WHEREOF, the Guarantors have executed this Personal Guaranty this 1st day of January, 2015.



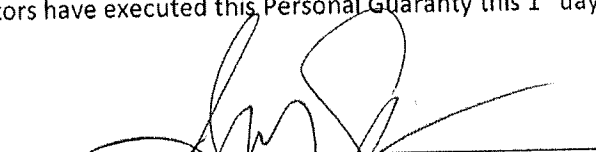
Witness



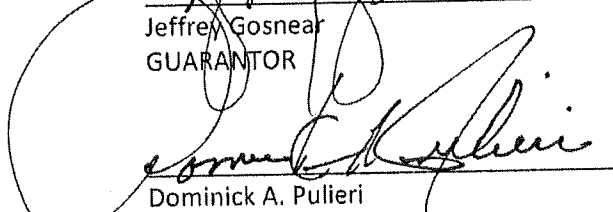
Witness



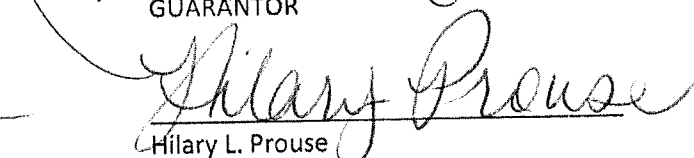
Witness



Jeffrey Gosnear
GUARANTOR



Dominick A. Pulieri
GUARANTOR



Hilary L. Prouse
GUARANTOR