FEB 23 2017

Received

The State of Texas,} Know All Men by These Presents: County of **DALLAS**}

Made this 20th day of February, 2017, by and between Juan and/or Blanca Barbosa, known herein as Lessor, Cerve-Zone Drive-Thru LLC, known herein as Lessee. (The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

Witnessth, that the said lessor does by these presents Lease and Demise unto the said Lessee the following described property, to- wit: Lying and being situated in the County of Dallas, Sate of Texas, and being 507 E Main Street Suite 100, Grand Prairie, TX 75050 for the term of one year beginning the 1st day of March 2017 and ending the 28th day of February 2018, paying therefor the sum of \$2,500.00 for the first six months and \$3,000.00 for the remaining six months.

Payable to:

Juan or Blanca Barbosa 422 Park Ridge Dr Grand Prairie, TX 750502

Upon the conditions and covenants following:

First, That the Lessee will well and punctually pay said rents in manner and form as hereinbefore specified, and quietly delivers up said premises on the say of expiration of this lease, in as good condition s the same were in when received, reasonable wear and tear thereof expected.

Second, That the said premises should be used for and only used as: Beer Drive-Thru.

Third, That the "lessee" will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, in writing, thereto be first obtained.

Fourth, That on failure to pay rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at the Lessor's discretion and Lesser or Lessor's agents or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of the presents.

- Your deposit is \$0.00.
- Rent is due on the 1st of each month and on the 3rd day a \$25.00 late charge will be added and \$10.00 each additional day until all rent and late fees are paid n full.
- You are responsible for all repairs and damages to the building and property.
- You are liable for all accidents and injuries, on said premises and you agree to hold harmless the owners, agents, and/or attorneys of said premises.
- Organization Plan as follows: The business named "Cerve-Zone Drive-Thru" will be ran by Emmanuel Barbosa and Erik Jaimes as owners and managers, with a total of 5 employees. All employees shall be dressed in jeans and t-shirts or polo shirts as uniforms. T-shirts will cover and not show exposed skin from the neck to the waist-line. Employees will only take orders from inside the building in a tablet or paper pad on a first come first serve basis. The business hours will be as follow:
- Monday-Thursday 11am -11pm, Friday 11am-Midnight, Saturday 11am-1am and Sunday 12noon-11pm.
- The employees are to take orders from customers in their vehicles, any walk-ins will be denied service due to liability matters.
- The employees will <u>NOT</u> stand or get close to the street or sidewalk as part of advertisement.
- No loud music or audible music on or near the street.
- A total of 6 vehicles are able to pull up inside the Drive-Thru with no road blocking.
- The vehicles will be entering on the North side of the building from Main Street and exiting on the South side of the building going around the East side of the building towards the exit of the property to Main Street.

- The property is divided into 2 buildings Suite 100 and Suite 200; Cerve-Zone Drive-Thru LLC will be occupying Suite 100 making it the West side of the Building.
- Cerve-Zone Drive-Thru LLC will be a beer and wine establishment for off-premise consumption only.

In testimony, whereof, the parties to this agreement have hereunto set their hands in duplicate, the day and year above written. Enmanuel Barbarg See Phone # Date

Date

149.363.5620 2.20-17

Date

Date

Phone # Date ERIK JAIMES
Printed Name of Lessee Signature of Lessee

Signature of Lessor