

Commercial Lease Agreement

Section I –Parties

This lease is made between _____ of _____, Florida as lessor, and Eskimo Ice, LLC, of Melbourne, Florida, a wholly owned subsidiary of North Florida Ice Vending, LLC, a Florida Limited Liability Company, as lessee.

Section II—Premises

Lessor hereby leases to lessee and lessee hereby leases from lessor for the term, at the rental, and upon the covenants and conditions herein set forth, the following described premises with the appurtenances, situated in Palm Bay, State of Florida, and more particularly described as followed:

Section III—Term

The initial term of this lease shall be for sixty (60) months, commencing on the date of installation of the machine and expiring sixty (60) months thereafter.

Section IV—Rent

The lessee shall pay to the lessor as rent \$_____ dollars per month during the sixty (60) month term of this lease. Property improvements shall include septic tank maintenance, water meter, power pole upgrade, utility connections, permits, and any modification deemed necessary, and shall be the responsibility of the lessee.

Rent payable by lessee under this lease shall be paid when due without prior demand therefore to lessor at LESSOR'S LOCATION or to such payee and such place as may be designated by lessor to lessee in writing at least thirty (30) days prior to the next ensuing rent payment date.

Any rental payment not received by the lessor within ten (10) days from the due date shall be assessed a late fee in the amount of ten percent (10%) of the monthly rental payment.

Lessee shall pay all appropriate sales tax applicable to this lease agreement.

Section V – Warranties of Title and Quiet Possession

Lessor covenants that lessor is seized of the demised premises in fee simple and has full right to make this lease and that lessee shall have quiet and peaceable possession of the demised premises during the term of this lease.

Section VI—Use of Premises

Lessee shall use the land for the purpose of the operation of selling drinkable ice and for no illegal purpose.

Section VII—Insurance

Lessee shall maintain personal property insurance on any and all of its equipment located in the premises. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances in the amount of one million dollars (\$1,000,000.00) for injury to or death of any one person, and two million dollars (\$2,000,000.00) for injury to or death of occurrences in the aggregate. Such insurance shall specifically insure lessee against all liability assumed by it under this lease as well as liability imposed by law.

Section VIII—Repairs and Maintenance

Anything to the contrary in this section notwithstanding, in case of destruction of the building on the premises or damage to the building from any cause not attributable to negligence on the part of lessee, so as to make it untenable, lessee, if not then in default under this lease, may elect to terminate this lease by written notice served on lessor within fifteen (15) days after the occurrence of such damage or destruction.

In the event of such termination, there shall be an obligation on the part of lessee to repair or restore the Ice House or to remove the Ice House completely and restore the property to its original condition before the damage or destruction.

In the event the damage or destruction is caused by the negligence of lessee, lessee agrees to pay three months rent as a penalty in addition to restoring or removing the Ice House.

Section IX—Utilities

Lessee shall fully and promptly pay for all separately metered water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to leased premises throughout the term of this lease.

Section X—Fixture and Personal Property

Any trade fixtures, signs and other personal property of lessee not permanently affixed to the premises shall remain the property of lessee. Lessee shall have the right, provided lessee is not in default under the terms of this lease, at any time and from time to time during the term, to remove all of its trade fixtures, signs and other personal property with it may have stored or installed on the premises.

Lessee shall be responsible for any damage occasioned to the premises by reason of installation or removal of any trade fixtures, signs and other personal property.

Section XI—Subsequent Owner/Lessor

If the owner or lessor of this property is to change over the term of this lease, any subsequent owner or lessor shall honor all the rights, terms and sections provided in this lease agreement.

Section XII—Effect of Eminent Domain

In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking and lessee shall then be released from any liability thereafter accruing under this lease. Lessee shall pay rent up to the date of the taking by the condemning authority with a proportionate refund by lessor of any rent or other payments as shall have been paid in advance by lessee for a period subsequent to the date of taking.

In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by lessee or if the remainder of the property is not one undivided parcel of property, lessee shall have the right to terminate this lease as of the date of such taking on giving to lessor written notice of such termination within sixty (60) days after lessor has notified lessee in writing that the property has been so appropriated or taken.

In the event of such partial taking and lessee does not so terminate this lease, then this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by lessee during the remainder of the term shall be reduced based on the proportionate reduction in the square footage of the leased premises so taken.

Section XIII—Notices

All notices, demands or other writings in this lease provided to be given or made or sent or which may be given or made or sent, by either party to this lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, sent via certified mail and addressed as follows:

To Lessor:

To Lessee:

**Eskimo Ice, LLC
2117 Babcock Street, Suite 271**

Melbourne, Florida 32901

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as provided.

Section XIV—Attorney's Fees

If any action at law or in equity shall be brought for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this lease, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section XV—Miscellaneous

The captions in this lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such sections of the lease or in any way affect this lease.

Nothing herein contained shall be construed as creating any relationship between the parties other than the relationship of lessor and lessee nor cause either party to be responsible in any way for the acts, debts or obligations of the other.

There are no separate agreements between the parties hereto affecting this lease and this lease supersedes and cancels any and all previous negotiation, arrangements, letters of intent, lease proposals, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by either party to the other with respect to the subject matter hereof and none thereof shall be used to interpret or construe this lease.

This lease, including any exhibits and addenda hereto, sets forth all the covenants, promises, agreements, conditions and understandings between lessor and lessee concerning the premises. No alteration, amendment, change or addition to this lease shall be binding upon lessor or lessee unless reduced in writing, signed by them and mutually delivered between them.

This lease shall become effective as a lease only upon execution and legal delivery thereof by the parties thereto. Time is of the essence of this lease and of each and every covenant, term, condition, and provision of this lease.

Section XVI – Renewal Option

Lessor agrees to negotiate in good faith a renewal option at the end of the sixty (60) month term.

If Lessor and Lessee agree on a renewal option at the end of the sixty (60) month term, the rent increase will not exceed 10% of the original lease amount of \$_____. All the rights and terms of this lease agreement will be honored in the renewal of the lease option.

Section XVII—Termination Clause

Lessee, or lessee's lender, will have the right to terminate the lease at any time if the Ice House is not generating sufficient revenue commiserate with the expectations of Lessee and/or Lessee's lender. Lessee shall give a 30 day notice to lessor, and pay one month's rent as a termination penalty.

Section XVIII -- Termination Due to Undue Economic Burden

Lessee shall have the right to terminate this contract, rendering it null and void, if an undue economic burden is being placed on Lessee during the installation period of the Ice House. The installation period commences with the permitting process and covers all land use related requirements.

Witnesses:

Lessor:

By:_____

Date:_____

Witnesses:

Lessee: North Florida Ice Vending, LLC

By:_____

Jason Cheek, Managing Member

Date:_____

Witnesses:

By:_____

James Bailey, Managing Member

Date:_____