

SHOPPING CENTER LEASE
HOA V LE d/b/a U V NAIL & SPA
BRINKLEY COMMONS SHOPPING CENTER
CAMERON NORTH CAROLINA

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EXHIBITS

- Exhibit A - Legal Description
- Exhibit B - Site Plan
- Exhibit C - Lessor's Work Criteria
- Exhibit D - Typical 1,400 Square Foot Plan (NOT APPLICABLE, AS IS)
- Exhibit E - Sign Criteria
- Exhibit F - Exclusive Use Provisions
- Exhibit G - Special Stipulations
- Exhibit H - Rules and Regulations
- Exhibit I - Guaranty
- Exhibit J- Dry Cleaner Addendum (INTENTIONALLY DELETED)
- Exhibit K - Restaurant Addendum (INTENTIONALLY DELETED)
- Exhibit L - Lease Dates Document

SHOPPING CENTER LEASE AGREEMENT

This Lease, entered into this _____ day of November, 2018, between the Lessor and the Lessee hereinafter named:

1. DEFINITIONS AND CERTAIN BASIC PROVISIONS:

- (a) Lessor/Landlord: 33418 Egypt Crossing, LLC,
a Delaware limited liability company
- (b) Lessor's Address: c/o NDB Commercial Real Estate,
700-131 Exposition Place
Raleigh, NC 27615
- (c) Rent Payment Address: c/o NDB Commercial Real Estate,
700-131 Exposition Place
Raleigh, NC 27615
- (d) Lessee/Tenant: HOA Van LE
- (e) Lessee's Notice Address: 41 Lockhart Lane
Lillington, NC 27546
Contact Person: Hoa V Le
Phone Number: (919) 903-1237
- Lessee's Billing Address: 41 Lockhart Lane
Lillington, NC 27546
Contact Person: Hoa V Le
Phone Number: (919) 903-1237
- (f) Lessee's Trade Name: d/b/a U.V. Nail & Spa
- (g) Demised Premise Address: 266 E
2656 NC 24-87, Unit 407
Cameron, NC 28326
- (h) Demised Premises: Suite 107 in the Shopping Center, deemed to be 1,400 square feet, and located approximately as indicated on the Site Plan attached hereto as Exhibit "B". As used herein, Shopping Center means the land and buildings known as Brinkley Commons Shopping Center located in Cameron North Carolina and as described on the attached as Exhibit "A" as the same may be modified, altered, expanded or reduced from time to time.
- (i) Lease Term: This Lease is for a term of 60 months (the "Lease Term"), beginning on the Commencement Date as hereinafter defined in Article 6 and ending at 11:59 p.m. of the last day of the 60th month thereafter, except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for the number of days remaining in the calendar month following the Commencement Date.
- (j) Commencement Date and Rent Commencement Date: as defined in Article 6.
- (k) Fixed Minimum Rent: The Fixed Minimum Rent, as further defined in Article 3, due under this Lease for Lease Years 1-2 shall be Thirty-one Thousand Two Hundred Dollars no/100 Cents \$31,200.00 per annum, payable in advance at the first of each month in the amount of Two Thousand Six Hundred Dollars and no/100 Cents (\$2,600.00) per month and for Lease Years 3-5 Thirty-two Thousand Two Hundred Dollars and no/100 Cents (\$32,200.00) per annum, payable each month in the amount of Two Thousand Six Hundred Eighty Three Dollars and 33/100 Cents (\$2,683.33) per month.

- (l) Percentage Rental and Sales Reporting: as further defined in Article 4.
 - (m) Initial Common Area Maintenance charge per month, as further defined in Articles 9 and 11 \$128.33
 - (n) Initial Real Estate Tax Charge per month, as further defined in Articles 10 and 11. \$128.33
 - (o) Initial Insurance Charge per month, as further defined in Articles 11, 14 and 16 \$35.00
 - (p) Total Initial Monthly Payment \$2,891.66
 - (q) Build-out Period: On delivery of the Premises to Lessee in the condition described in the attached Exhibit C, Lessee shall have a Build-out Period of ninety (90) Days from the Delivery Date.
 - (r) Security Deposit, as further defined in Article 5 \$3,000.00. Lessee agrees to pay security deposit, at Lease Execution for a total of \$3,000.00.
 - (s) Tenant Improvement Allowance: Intentionally Deleted
 - (t) Permitted Use, as further defined in Article 7: The premises shall be used for the operation of a full service nail salon, manicure, pedicure, facial waxing, eye lash and extension skin care and for no other purpose.
 - (u) The terms "Lessor" and "Lessee" shall include, whenever the context permits or requires, a singular or plural, and the Heirs, Legal Representatives, Successors and Assigns of the respective parties.
 - (v) Current Tenant Provision. Lessee is a current Tenant open and operating at the Shopping Center. Lessee's current lease is as a permitted Assignee of Lee Spa Nails lease dated February 20, 2015. The purpose of this Lease is to expand Lessee's current business and therefore does not violate any rights or provisions of current lease.
- 2) **GRANT** - In consideration of the rents agreed to be paid and of the covenants and agreements made by the respective parties hereto, Lessor demises and leases to Lessee, and Lessee hereby leases from Lessor, the Demised Premises, upon the terms and conditions herein provided, together with the right to use, in common with others entitled thereto, the Common Areas (as hereinafter defined), subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Lessor. Unless agreed to elsewhere in this Lease, Tenant accepts the Premises in "AS IS, WHERE-IS" condition as tendered by Landlord. Tenant agrees that Landlord has not made any representations with respect to the condition of the Premises nor any promises or representations to decorate, alter, repair, or improve the Premises, and Tenant affirmatively represents and warrants that Tenant is relying on no such alleged representation or promise in entering this Lease. Promptly upon the tender of possession of the Premises by Landlord to Tenant, Tenant shall commence and thereafter diligently pursue to completion all of Tenant's work in the Premises in strict accordance with plans

and specifications approved by Landlord. The Premises shall include only the appurtenances specifically granted in this Lease. Landlord specifically excepts and reserves to itself the roof, the air space above the drop ceiling, the space below the floor, and the exterior portions of the Premises (other than the storefront), and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, columns, and wires in the area between the roof and the drop ceiling, through column space and partitions, in or beneath the floor slab or above or below the Premises, in other parts of the Shopping Center, or within the Premises. Landlord shall perform all such work insofar as commercially practicable in such a manner as to avoid unreasonable interference with or interruption of the business operations of Tenant within the Premises.

3) **RENTAL** - Lessee agrees to pay Lessor, as monthly rent for the Demised Premises a Fixed Minimum Rent (hereinafter the "Minimum Rent") as shown in Paragraph 1 (k) of this Lease, payable monthly in advance on the first day of each and every calendar month during the term of this Lease; it being specifically agreed and understood that the covenants of Tenant to pay Fixed Minimum Rent, and all other Rent set forth in this Lease, are separate and distinct covenants of Tenant, not contingent upon the performance of any other terms or conditions of this Lease. As used herein, the term "Rent" and/or "Additional Rent" shall include Fixed Minimum Rent, Common Area Maintenance Costs, Real Estate Tax Charge, Insurance Charge, Marketing/Promotion Fund Charge, and all other amounts and charges payable by Tenant under any provision of this Lease (such as utility costs, late charges, return check fees, sales taxes and all other additional charges or sums payable to Landlord hereunder), which amounts and charges shall be deemed Additional Rent irrespective of whether so specified herein. All Rent shall be paid without demand, deduction or setoff whatsoever on the first day of each calendar month, unless the time for such payment is otherwise expressly set forth herein, at the Rental Payment Address until Landlord notifies Tenant to forward Tenant's payments elsewhere. Rent for any partial month during the Lease Term shall be prorated on a per diem basis based upon a 360 day year with twelve (12) months of thirty (30) days each.

In the event that the Rent Commencement Date hereunder shall occur on a day other than the first day of the month, the first rental payment shall be adjusted for the fractional monthly period so that all rental payments other than the first shall be due and payable on the first day of each month.

A late charge of five percent (5%) of the monthly rental payment may, in the sole

discretion of Lessor, be added to each and every monthly rent payment which is not received by Lessor prior to the sixth (6th) day of the month for which such payment is due. Such late charge, if added, shall be due and payable on or before the first (1st) day of the month immediately following the month for which the rent payment was not timely made. Any amount due from Lessee to Lessor hereunder which is not paid when due, including late payment charges, shall bear interest at one and one half percent (1.5%) per month from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Lessee under this Lease. However, nothing contained in this Article 3 or elsewhere in this Lease shall enable Lessor to collect an amount of interest on past due amounts or penalties on late payments (if such penalties are deemed to be interest under applicable law) greater than that allowed by applicable law, and the terms and provisions of this Lease shall be modified accordingly to comply with applicable usury laws.

Lessor's election not to charge the stated five percent (5%) penalty for late payment shall not constitute or be a waiver or preclude the Lessor from charging such late payment penalty at other times. Lessor shall be entitled to collect from Lessee all expenses incurred by Lessor involving collection of late rent, including, but not limited to, reasonable attorney's fees and court costs.

Lessor shall apply the receipt of payments from Lessee in the following order: first, toward the payment of any interest charges accrued against the Lessee's account; second, toward the payment of any late fees and any legal expenses or additional administrative costs incurred by Lessor to enforce the provisions of this Lease; third, toward the payment of additional rent such as real estate taxes, insurance premiums and/or common area maintenance charges; and finally, toward the payment of minimum rent and percentage rent.

4) PERCENTAGE RENTAL & SALES REPORTING

- (a) Intentionally Deleted.
- (b) Lessee shall submit to Lessor once per quarter its gross monthly sales figures. Such figures shall be received by Lessor by the tenth (10th) day of the first month following the end of the quarter sales period. In addition within sixty (60) days after the end of each calendar year, Lessee shall submit to Lessor a statement signed by a public accountant or officer of Lessee, certifying the amount of gross sales, as hereinafter defined, in the Demised Premises for such year, and the Percentage Rent, if any, due for such year.

(c) Intentionally Deleted.

(d) The term "gross sales" as defined herein means total sales of Lessee or any occupant of the Demised Premises, whether such sales be evidenced by cash, check, credit, charge account, exchange or otherwise, and shall include, but not be limited to the amounts received from the sale of goods, wares and merchandise and for services performed, together with the amount of all orders taken, received or filled at the Demised Premises. Gross sales shall not include and there shall be deducted therefrom the following:

- (1) Returns or refunds, or credit received in settlement of claims for loss or damage to goods, wares or merchandise;
- (2) All sales taxes, gross receipts taxes, and similar taxes whether imposed pursuant to any existing or future rules, regulations, laws or ordinances;
- (3) Any receipts from the transfer of goods, wares or merchandise from the Demised Premises to any other store or warehouse in the chain of stores operated by Lessee or its affiliate;
- (4) Any receipts from delivery of goods, wares, or merchandise from the Demised Premises to any manufacturers or suppliers thereof for any purposes except to sell;
- (5) All receipts from vending machines, weighing machines, stamp machines, telephones and the like, except such portion thereof as may be retained by Lessee.

5) **SECURITY DEPOSIT** - Lessee, concurrently with the execution of this Lease, has deposited with Lessor a Security Deposit in the amount shown in Paragraph 1 (r) as a security for the performance of Lessee's obligations hereunder. If Lessee defaults with respect to any provision of this Lease including but not limited to the provisions relating to the payment of Minimum Rent, Lessor, in its sole discretion, may elect to use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum due to Lessor hereunder or for the payment of any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefore, deposit with Lessor an amount sufficient to restore the Security Deposit to its original amount and Lessee's failure to do so shall be a material breach of this Lease. Unless required by applicable law, Lessor shall not be required to keep the security deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform each provision of this Lease to be

performed by it, the Security Deposit or any unused balance thereof shall be returned to Lessee within thirty (30) days following Lease expiration and upon Lessee's vacating the Premises and removing all of its property. The Security Deposit shall not constitute prepaid rent or liquidated damages. Lessor may transfer the Security Deposit to a transferee of Lessor's interest in the Premises or the Shopping Center whereupon Lessor shall be discharged from any further liability to Lessee for the Security Deposit.

6) EFFECTIVE DATE, COMMENCEMENT DATE AND RENT

COMMENCEMENT DATE – This Lease and the provisions thereof shall be binding upon the Lessor and Lessee as of the date the Lease is executed by Lessor (the "Effective Date"). The Premises Delivery Date shall be the date Lessor delivers the Premises to Lessee with Lessor's Work, in Lessor's commercially reasonable discretion, substantially complete. Lessee shall have the lesser of ninety (90) days from the Premises Delivery Date or the date Lessee opens for business to the public as a Buildout Period. The Lease Term shall commence on expiration of the Build Out period and expire at 11:59 p.m. on the last day of the (60th) month thereafter (the "Commencement Date"). The obligation to pay Fixed Minimum Rent shall also begin on expiration of the Build Out period (the "Rent Commencement Date"). Within ninety (90) days of the Premises Delivery Date, Lessee shall complete its improvements to the Demised Premises.

If the Lessee fails to take possession of the Demised Premises within Thirty (30) days of the Premises Delivery Date or the date Lessee is notified in writing that Lessor's Work, if any, is substantially complete, and/or to open the premises for business, fully fixtured, stocked and staffed within Ninety (90) days after the Commencement Date, then the Lessor shall have, in addition to any and all remedies herein provided, the option to immediately cancel and terminate this Lease.

Upon either party's request, Lessee and Lessor shall execute a document in recordable form setting forth the exact commencement date of the term of this Lease. Fees relative to recordation of said document shall be borne by the requesting party. Within thirty (30) days of delivery of the Premises to Lessee, at Lessor's request Lessee will execute and return to Lessor within ten (10) days of receipt thereof a document in a form substantially similar to the attached Exhibit L confirming the actual Commencement Date of the Lease, the Rent Commencement Date, the expiration date of the Lease Term, and that the Premises have been delivered with Lessor's Work, if any, complete. Failure of Lessee to execute and return the document to Lessor, or in written notice to Lessor disputing the contents of the document,

within ten (10) days of receipt shall be deemed to be conclusive and binding as to the dates and terms stated in the document.

7) USE OF PREMISES

(a) It is understood and agreed that the Demised Premises will be used and occupied by Lessee solely for that purpose designated in Paragraph 1 (t) above, and for no other purpose without the written consent of Lessor. As an inducement to Lessor to execute this Lease, Lessee agrees to conduct its business in the Demised Premises on the days and during the hours which are generally accepted as the times of operation of the Shopping Center businesses. Lessee agrees to keep its store adequately stocked with saleable merchandise and adequately staffed with employees.

(b) Lessee shall not place showcases, coin operated devices, other selling devices, or merchandise in any parking lot or other common facility or on the outside of any store building in the Shopping Center; or permit, allow or cause to be used in or about the Shopping Center any phonographs, radios, public address systems, sound production or reproduction devices, mechanical or moving display devices, or any similar advertising media or devices the effect of which shall be visible or audible from the exterior of any store space. It is further understood and agreed that Lessee shall not store, sell or display any merchandise on any portion of the sidewalk or other common areas of the Shopping Center for any purposes whatsoever without first obtaining written permission from Lessor, supplying a letter of indemnification holding Lessor harmless, and furnishing Lessor with a Certificate of Liability Insurance to cover such an event.

(c) Lessee shall not use the Demised Premises for any illegal trade or purpose. Lessee shall at all times comply in its occupancy and use with all applicable local ordinances and all state and federal laws and regulations relating thereto. Lessee shall refrain from permitting any nuisance or unlawful or immoral practice to be carried on within the Demised Premises. Lessee agrees to endeavor to keep the Demised Premises in such a manner so as not to disturb other tenants and/or customers and so as not to detract from the reputation and integrity of the Shopping Center. Lessee shall not use or permit the use of the Demised Premises for the generation, storage, treatment, use, transportation or disposal of any chemical, material, or substance which could pose a hazard to the health and safety of the other tenants and occupants of the Shopping Center.

(d) Lessee shall not, without Lessor's prior written consent, conduct within the Demised Premises, any fire, auction, or "going-out-of business" sale. Lessee shall not

distribute leaflets or pamphlets in the common area. Tenant shall observe faithfully and comply strictly with all rules and regulations, which Landlord may from time to time adopt for the safety, operation, care, and cleanliness of the Shopping Center or the preservation of good order herein (the "Rules and Regulations"). Tenant shall cease all conduct prohibited by the Rules and Regulations promptly upon notice from Landlord. If Tenant shall fail to cease such conduct within three (3) days following the first notice of such violation during any Lease Year, or immediately upon any subsequent notice, Tenant shall be in immediate default and Landlord shall be entitled to exercise all rights and remedies available to Landlord hereunder, without any additional notice or cure period.

Tenant covenants and agrees not to violate any of the existing or future exclusive use rights granted to other tenants in the Shopping Center, which existing exclusive rights are listed on the attached Exhibit F, and incorporated herein by reference. The Tenant further covenants and agrees to defend, indemnify, and hold the Landlord harmless from and against any and all claims, causes of actions, losses and/or damages resulting from any violation or alleged violation of the foregoing restriction.

Landlord shall not be liable to Tenant for any violation of the Rules and Regulations or for the breach of any provision in any lease, by any other tenant in the Shopping Center.

8) **CARE OF PREMISES** - Lessee shall at all times keep the Demised Premises in a neat and orderly condition. Lessee shall keep the entry ways and delivery areas adjoining the building clean and free from rubbish and dirt. Lessee agrees to clean adequately said Demised Premises as needed from time to time during the term of this Lease. Lessee will not make or suffer any waste of the Demised Premises. Tenant shall keep the Premises free from insects, pests and vermin of all kinds, and for that purpose Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may reasonably direct and at such intervals as Landlord may reasonably require.

Lessee shall, at its expense, provide for the regular removal of all trash, rubbish and garbage from the Demised Premises. Lessee shall not permit the burning of any rubbish or garbage in or about the Shopping Center. If garbage and rubbish is to be accumulated by dumpsters, canisters or containers on Shopping Center property, the Lessor, or its property manager, shall have the right to reasonably regulate the method of accumulation for health and aesthetic purposes. Lessee shall abide by any promulgated regulations.

9) **COMMON AREAS AND PARKING** - Common areas shall mean the entire Shopping Center except the portions upon which buildings, structures or other improvements

have been erected, and except the areas designated for other uses by Lessor on the plot plan of the Shopping Center or otherwise. All common areas in or about the Shopping Center shall be subject to the exclusive control and management of the Lessor.

Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right at all times to use, during the term of this Lease, all the common areas, including parking areas, along with others similarly entitled, for parking and for ingress and egress between the Demised Premises and all other portions of the Shopping Center and the adjoining streets, alleys and sidewalks.

With respect to all parking facilities in the Shopping Center, the same shall be maintained by Lessor in good repair and clean condition, at all times during the term of this Lease.

Lessee agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only on such areas as Lessor may from time to time designate as employee parking areas, provided the same shall be within a reasonable distance of the Demised Premises. If requested by Lessor, Lessee shall furnish the automobile license numbers of the vehicles customarily used by Lessee and Lessee's officers, agents, employees, contractors, licensees, and concessionaires.

All costs and expenses of every kind and nature paid or incurred by Lessor in the operation, equipping, policing, lighting, repairing, replacing and maintaining of all parking facilities, utilities serving the Shopping Center (including on and off-site utilities and facilities such as sewer lift stations, retention/detention ponds, drainage facilities, roadways, driveways, and all expenses relating thereto) and all other areas of the Shopping Center (including but without limitation, all landscaping and gardening), shall be prorated as hereinafter set forth, and Lessee shall share therein in the manner hereinafter provided. Such costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; utilities system installation charges imposed by a utility company; fees for required licenses and permits; supplies; operation and maintenance of lift stations; and all other reasonable expenses incurred by the Lessor in the upkeep, maintenance, and operation of the Shopping Center common area.

Anything in this Lease to the contrary notwithstanding, Lessor shall have the right at any time during the term of this Lease to alter, modify, change or move the parking facilities or other common areas within the Shopping Center as now constituted or planned or hereafter enlarged. It is expressly understood and agreed that the designation or use from time to time

of portions of the Shopping Center as common areas shall not restrict Lessor's use of such areas for buildings, structures, or for such other purposes as the Lessor shall determine.

10) **TAX RESPONSIBILITIES** - The Lessor shall make all payments required to be made under the terms of any mortgage executed by Lessor or which may hereafter become a lien on the Demised Premises. Lessor shall pay all real estate taxes, assessments, and other charges which may be levied, assessed or charged against the Shopping Center.

The Lessee shall pay all operating license fees for the conduct of its business and ad valorem taxes levied upon its trade fixtures, personal property, inventory and stock of merchandise, and any current or future tax on rent paid by Lessee to Lessor.

Lessee agrees to pay and discharge any mechanics, materialman or other lien against the Demised Premises or Lessor's interest therein claimed in respect to any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to, or upon the request of, Lessee, provided, that Lessee may contest such lien claim upon furnishing to Lessor such indemnification for the final payment and discharge thereof, together with the costs and expenses of defending the same, as Lessor may reasonably require.

Upon execution of this Lease Agreement, Lessee covenants and agrees to pay any and all documentary stamp taxes assessed by any governmental authority, upon the within Lease, by reason of its execution and/or recording or otherwise.

Upon Lessee's failure to make payment of its tax or lien responsibilities under this provision, Lessor shall have the right to make payment on behalf of Lessee, and such payment shall be deemed as Additional Rent, as defined hereinafter, due for the month in which the taxes are paid, and shall become due and payable upon ten (10) days written notice to Lessee evidencing such payment by Lessor.

Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises.

11) **PAYMENTS OF PRORATA SHARE OF COMMON AREA MAINTENANCE, TAXES AND INSURANCE** - As Additional Rent, Lessee agrees to pay its prorata share of all common area maintenance costs, taxes (including real estate taxes and any cost incurred due to the reasonable appeal of same), assessments, All-Risk insurance premiums, general liability insurance premiums, and all other charges levied against the Shopping Center. The prorata share shall mean the proportion that the floor area of the Demised Premises bears to the floor area of all of the leasable space of the buildings situated in the Shopping Center. In the event any Lessee(s) self-insures, and/or is taxed separately, and/or is

responsible, under terms of its lease, for payment of a specific common area maintenance expense, then the prorata share of All-Risk insurance premium, general liability insurance premium, real estate tax expense, or specific common area maintenance expense shall be determined by the proportion of floor area that the Demised Premises bears to the floor area of the actual area covered by such insurance policy, tax invoice, and/or common area maintenance expense.

Lessee's prorata share of costs and expenses as above set out shall be paid monthly in advance based upon reasonable estimates for such charges made by Lessor. An adjustment shall be made for each of said charges on a calendar year basis when the actual costs have been determined. Should Lessee's lease term for the Demised Premises end prior to a full calendar year, its prorata share will be apportioned according to the term as compared to a full calendar year.

12) CONSTRUCTION OF IMPROVEMENTS

(a) Lessor, at Lessor's cost and expense, shall construct all improvements, including buildings and common areas, in general accordance with the plot plan attached hereto and marked as Exhibit "B". Lessor represents that all work shall be performed in a good workmanlike manner and shall include those things designated as "Lessor's Work" attached hereto and marked as Exhibit "C".

(b) Lessee, at its sole cost and expense, shall perform and construct, in a good and workmanlike manner, those things designated as "Lessee's Work", attached hereto and marked as Exhibit "C-1". Lessee shall obtain permits required to perform such work, and shall provide to Lessor copies of such permits prior to commencing Lessee's Work. Upon completion of Lessee's Work, Lessee shall provide to Lessor an executed lien waiver from each contractor that performs a part of Lessee's Work, and, where the permitting jurisdiction has not issued a final certificate of occupancy for the Premises prior to the commencement of Lessee's Work, Lessee shall also provide Lessor a copy of the final certificate of occupancy issued by such jurisdiction.

(c) Lessor reserves the right at any time to make alterations or additions to the building which the Demised Premises are contained and to build adjoining the same in general conformity with the plot plan attached hereto and designated as Exhibit "B". Lessor also reserves the right to construct other buildings or improvements in the Shopping Center area from time to time and to make alterations thereof or additions on any such building or buildings and to build adjoining same.

13) **FIXTURES AND INTERIOR ALTERATIONS** - Lessor shall have the right to approve in advance any and all interior alterations or modifications desired to be made by Lessee. Such approval shall not be unreasonably withheld. Any alterations or improvements in and to the Demised Premises shall not adversely affect the structural integrity of the Demised Premises or reduce its value. Upon approval, the Lessee shall make such alterations, additions or improvements in a good workmanlike manner and in accordance with all requirements of municipal or other governmental authorities. Under no circumstances shall Lessee be allowed to make alterations, additions, or improvements whereby the roof or exterior walls of the Demised Premises would be penetrated without first procuring prior written consent of the Lessor or its agent. It is expressly understood that the use of the roof above the Demised Premises is reserved to the Lessor. All improvements attached to the floor, walls, and/or ceilings of the Premises shall belong to Lessor and become a part of the Demised Premises upon termination or expiration of this Lease.

Lessee may construct, build, and install in said Demised Premises any and all racks, counters, shelves and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Lessee's business, which racks, counters and other fixtures and other equipment shall at all times be and remain the property of Lessee, unless affixed to the floor, wall and or/ceilings as stated above, in which case the racks, counters, shelves and other fixtures shall become the property of Lessor, and shall remain in the Premises at the expiration or termination of the Lease unless Lessor directs otherwise. Should Lessee fail to remove said fixtures at Lessor's direction, Lessee shall repair or reimburse Lessor for the cost of repairing any damage to said Demised Premises resulting from the installation or removal of such items.

In the event that applicable governmental laws, codes, ordinances or regulations require additional improvements to the Demised Premises not included in Exhibit C ("Lessor's Work") because of the nature of Lessee's use, then Lessee shall be responsible for the cost of such additional improvements.

14) **INDEMNIFICATION** - Lessee agrees to indemnify and save harmless Lessor from any claim or loss by reason of any accident or damage to any person or property happening in or about the Demised Premises, and further agrees to carry, at its own expense, public liability insurance coverage on the Demised Premises with a company qualified to transact business in the state in which the Demised Premises are located, stipulating limits of

liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The Lessor and its managing agent shall both be named as additional insureds on such coverage, and a certificate of such coverage from the insurer, providing thirty (30) days notice to Lessor and the managing agent prior to cancellation or termination, shall be furnished to Lessor and the managing agent prior to the date that Lessee takes possession of the Demised Premises. If Lessee fails to comply with the above requirement, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay the Lessor as Additional Rent the premium cost thereof upon demand.

Likewise, Lessor agrees to indemnify and save harmless Lessee from any claim or loss by reason of an accident or damage to any person or property happening on any common area (including without limitation, parking area, sidewalks, ramps and service areas) of the Shopping Center, and further agrees to carry public liability insurance coverage on all common areas with a company qualified to transact business in the state in which the Demised Premises are located, stipulating limits of liability of not less than \$1,000,000.00 combined single limit coverage.

15) GENERAL DAMAGE AND FIRE DAMAGE - All property kept, stored or maintained in the Demised Premises shall be so kept, stored or maintained at the sole risk of Lessee.

Except in the case of Lessor's gross negligence, Lessor shall not be liable to Lessee for any damage to property of Lessee or of others located on the Demised Premises, nor for the loss of, or damage to, any property of Lessee or of others by theft or otherwise. Except in the case of Lessor's gross negligence, Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works, or from any other place, or from dampness, or water being upon or coming through the roof, skylight, vent, trapdoor, or from any other cause whatsoever. Lessor shall not be liable for any damage caused by other tenants or persons in or about the Demised Premises, or for damage caused by operations of any third party contractors, private, public, or quasi-public.

Should the Demised Premises be partially destroyed by fire or other casualty so that at least half of the premises may be occupied by Lessee, Lessor will with all due diligence, repair or restore the same so that thereafter the property shall be substantially in the same condition as originally delivered to Lessee. In such event, the rents shall abate in proportion to the

restrictive use by Lessee prior to the repair or restoration.

Should the Demised Premises be so extensively damaged by fire or other casualty as to require rebuilding, then the Lessor shall promptly, at its expense, restore or rebuild the same so that thereafter the Demised Premises shall be substantially in the same condition as originally delivered to Lessee. The rent shall cease and abate from the date of such destruction until the property has been rebuilt and possession tendered to the Lessee, and for such reasonable additional time, not to exceed thirty (30) days, as is required for Lessee to complete its work and prepare for opening. Any rent paid in advance by the Lessee shall be refunded to it in such event; provided, however, that if such damage occurs in the last two (2) years of the initial term or any renewal thereof, and Lessee does not exercise any renewal options available to it, or negotiate a new lease for at least five (5) years, Lessor may elect not to rebuild and at Lessor's sole discretion terminate this Lease.

16) **HAZARD INSURANCE BY LESSOR** - Lessor will carry and maintain or cause to be maintained All-Risk insurance coverage on the Demised Premises and other buildings in the Shopping Center with customary deductibles not to exceed \$5,000.00. If during the term of this Lease, the Demised Premises are used for any purpose or in any manner which causes an increase in the rates of such insurance, the Lessee shall pay as additional rent the additional premium caused thereby upon ten (10) days written notice to Lessee.

17) **MUTUAL WAIVER OF SUBROGATION** - Except as provided for elsewhere in the Lease Lessor and Lessee each hereby releases the other and their respective employees, agents and every person claiming by, through or under either of them, from any and all liability and responsibility for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by insurance policies for the benefit of either party. Lessee hereby releases all other Lessees in the Shopping Center of which the Demised Premises is a part, and the employees and agents of said Lessees, from any and all liability and responsibility for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by insurance policies, even if such loss or damage shall have been caused by the fault or negligence of the other Lessee or any employee or agent thereof.

18) **DEFAULT BY LESSEE**

- (a) The Lessee shall be in financial default if it fails:
 - (i) to pay when due each installment of minimum rent;
 - (ii) to pay when due percentage rent;
 - (iii) to pay when due additional rent by way of prorata contribution as

defined in Paragraph 11 above;

(b) Lessee shall be in general default if it shall fail to keep or shall violate any other conditions, stipulations, or agreements contained herein on the part of the Lessee to be kept and performed.

(c) . In the event Lessee is in financial default, it shall have a grace period of ten (10) days to cure such default after Lessor shall have mailed, by U.S. Postal Service, Lessee written notice thereof, provided however, if Lessor shall have mailed to Lessee a notice of such default, even though the same shall have been cured and this Lease not terminated, and within twelve (12) months from the date which said notice of default has been mailed by Lessor to Lessee, Lessee shall again be in financial default, the same shall be deemed an event of default without any notice or grace period.

(d) In the event Lessee is in general default, it shall have a grace period of thirty (30) days to cure such default after Lessor shall have mailed, by U.S. Postal Service, Lessee written notice thereof; provided however, if Lessor shall have mailed to Lessee a notice of such default, even though the same shall have been cured and this Lease not terminated, and within twelve (12) months from the date which said notice of default has been mailed by Lessor to Lessee, Lessee shall again be in general default, the same shall be deemed an event of default without any notice or grace period.

(e) In the event Lessee is in either financial or general default, Lessor, at its option may either

(i) Terminate this Lease, or

(ii) Re-enter the Demised Premises and remove all property therefrom and relet the Demised Premises, making reasonable efforts therefore, and receive rent therefrom, but Lessee shall remain liable for the deficiency if any, between the Lessee's rent hereunder and the rental obtained by Lessor on reletting. The rights of the Lessor, upon default by Lessee, shall in no way preclude Lessor from pursuing any other legal remedies available.

(f) No delay or omission by Lessor to exercise any right or power accruing upon any noncompliance or default by Lessee with respect to any of the terms hereof, shall impair any such right or power or be construed to be a waiver thereof. Every such right or power may be exercised at any time during the continuation of this Lease. It is further agreed that a waiver by Lessor of any of the covenants and agreements hereof to be performed by Lessee

shall not be construed to be a waiver of any subsequent breach thereof or of any covenants or agreement herein contained.

(g) In addition to all other rights granted to Lessor under this Lease, or under prevailing law, or if Lessee shall be in default, Lessor or its agents or employees may immediately or any time thereafter re-enter the Demised Premises and remove Lessee, Lessee's agents, any subtenants, any licensees, any concessioners and any invitees, and any of its or their property from the Demised Premises.

Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding at law, by force, or otherwise. Lessor shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Lessee or proceedings in forcible entry and detainer. Lessor shall not be liable in any way in connection with any action it takes pursuant to this section. Lessee's liability under the terms of this Lease shall survive Lessor's re-entry, the institution of summary proceedings, and the issuance of any warrants with respect thereto.

19) **DEFAULT BY LESSOR** - In the event Lessor shall fail to perform any obligations specified in this Lease, then Lessee may, after the continuance of any such default for thirty (30) days after written notice thereof to Lessor, cure such default, all on behalf of and at the expense of Lessor, and do all necessary work in connection therewith, and Lessor shall on demand, pay Lessee forthwith the amount so paid by Lessee.

A default hereunder shall be deemed cured if Lessor in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

20) **LESSEE'S REPAIRS** - Lessee agrees to keep the interior of the Demised Premises, including, but not limited to, all doors (to include freight and entrance), windows, door and window hardware, glass, plate glass, electrical, plumbing, floor covering, fixtures, interior walls and ceiling, in good condition and repair, and agrees to replace damaged items, and shall make all necessary repairs in a reasonable and timely manner, except repairs which are the express responsibility of Lessor as stated hereinafter or which are made necessary by reason of fire and other unavoidable casualties to the extent they are covered by Lessor's fire and extended coverage insurance, and excepting reasonable wear and tear. Notwithstanding any provision of this Lease to the contrary, within the repair and replacement responsibilities of Lessee shall be included any and all maintenance, repairs or replacement to heating and air

conditioning equipment, including heating and air conditioning units, insulated duct work, registers and grilles, plumbing, and electrical systems from the point of entry into the Demised Premises whether such systems are concealed or not.. Lessee agrees to procure and maintain an HVAC maintenance contract with a reputable contractor, providing for the maintenance and repair of the heating and air conditioning systems according to manufacturer's specifications. Notwithstanding anything to the contrary set forth above, if Lessee does not perform its maintenance and repair obligations in a timely manner as set forth in this Lease, commencing the same within five (5) days after notice from Lessor specifying the work or repairs needed (or sooner in the event of emergency repairs) and thereafter diligently and continuously pursuing completion of unfulfilled maintenance or repair obligations, then Lessor shall have the right, but not obligation, to perform such maintenance or repairs, and any amounts so expended by Lessor shall be paid by Lessee to Lessor upon demand, with interest at the maximum rate allowed by law (or the rate of 15% per annum, whichever is less) accruing from the date of expenditure through the date paid.

21) **LESSOR'S REPAIRS** - Lessor shall, at its cost and expense, repair and maintain the exterior of Lessee's store building, including the roof, gutter, downspouts, masonry walls, foundation and structural members, in good condition and repair. Lessor shall repair any portion of the common areas at any time when necessary; provided, however, that Lessor shall not be obligated to make or pay for any repairs to Lessee's store building, or common area, rendered necessary by the fault, act or negligence of the Lessee or any of its servants, agents or employees, except in the case of damage by fire or the elements, or other casualty to the extent such repairs are covered by Lessor's fire and extended coverage insurance. In the case of damage caused by the fault, act or negligence of Lessee or its servants, agents or employees that is covered by Lessor's fire and extended coverage insurance, Lessor shall only be responsible for paying that portion of the cost of repair that is actually covered by insurance, but Lessee shall pay for any uncovered cost of the repair, such as reasonable deductibles and amounts in excess of policy limits.

22) **UTILITIES** - Lessee agrees to pay all charges for telephone, electricity, water and other utilities or services used by the Lessee on the Demised Premises, and Lessor agrees at all times to provide Lessee with access to such utilities; provided, however, in no event shall Lessor be liable for any interruption or failure in the supply of utilities to the Demised Premises. Lessee shall pay for all such utilities from the date the Lessor delivers the Demised Premises to Lessee.

23) **RIGHT OF ACCESS** - During any reasonable time before and after the commencement date of this Lease, Lessor, or his authorized representative, may enter upon the Demised Premises, or any portion thereof, and any appurtenances thereto (with men, and materials, if required) for any of the following purposes:

(a) Inspecting the Demised Premises;

(b) Making any required repairs, replacements, or alterations which Lessor may be required to perform under this Lease, or which Lessor may deem desirable for the Demised Premises; and

(c) Showing the Demised Premises to prospective purchasers, lenders or Lessees.

Lessor shall have the right to enter the Demised Premises at any time in the event of an emergency, including the right to enter the Demised Premises for the purpose of making emergency repairs, whether such repairs are considered Lessor repairs under Section 21 above, or Lessee repairs under Section 20 above (in the event that Lessee fails to make timely repairs).

24) **SIGNS** - Lessee shall within ninety (90) days of the Effective Date of the Lease place a sign or signs at the areas designated for the Demised Premises, Lessee shall have the right to install its standard signage on the exterior wall of the Premises subject to the sign criteria defined on Exhibit E, which exhibit is attached hereto and made part hereof. Said sign or signs shall be approved by Lessor or its managing agent in writing and installed by a professional sign company, and shall conform to the requirements of the Shopping Center and all local ordinances; provided, however, that the care and maintenance of such sign shall be the responsibility of Lessee. Should Lessee fail to erect any signage required under the Lease Lessor may, in Lessor's sole discretion, erect such signage, as designed by Lessor in Lessor's sole discretion, and Lessee shall pay Lessor the cost thereof.

25) **FORCE MAJEURE** - If either Lessor or Lessee fail to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either Lessor or Lessee is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through Acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and

causes beyond the reasonable control of a party.

26) **QUIET ENJOYMENT** - Lessor covenants, warrants and represents that upon commencement of the lease term, Lessor has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Lessee, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, and privileges belonging or in any way appertaining thereto, during the term of this Lease.

27) **BANKRUPTCY** - In the event a petition in a bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of Lessee shall be filed against Lessee in any court, pursuant to any statute either of the United States or of any state, and if, within thirty (30) days thereafter, Lessee fails to secure a discharge thereof, or in the event Lessee shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Lessee shall be deemed in breach and default of this Lease and Lessor, in its discretion and at its election may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Section, Lessor, in addition to all the remedies provided by law, shall be entitled to all its remedies set forth in this Lease upon Lessee's default.

In the event this Lease is assumed or assigned by a trustee pursuant to the provisions of the prevailing Bankruptcy Law, then the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as is required by the Bankruptcy Law including the following:

- (a) The source of Minimum Rent and other considerations due under this Lease;
- (b) That any Percentage Rent due under this Lease will not decline;
- (c) The assumption or assignment of this Lease will not breach any provision such as a radius, location, use or exclusivity provision in any other Lease, finance agreement or master agreement relating to the Shopping Center; and
- (d) The assumption or assignment of this Lease will not disrupt any tenant mix or balance.

In the event the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Act, then this Lease shall be deemed rejected and Lessor shall have the right to immediate possession of the Demised Premises, and shall be entitled to

all remedies provided by the Bankruptcy Act for damages for breach and/or termination of this Lease.

28) **CONDEMNATION** - If more than twenty-five percent (25%) of the Demised Premises shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Lessee and Lessor shall have the option to terminate this Lease, in which case any prepaid rent shall be refunded to Lessee. In the event that only a portion of the Demised Premises shall be taken by condemnation or other proceeding and the remaining part of the Demised Premises shall be reasonably usable by Lessee, then the rent shall be reduced in the same proportion that the amount of floor space in the Demised Premises is reduced by such condemnation or other proceeding. In the event that twenty-five percent (25%) or more of the parking area of the Shopping Center is taken Lessee shall have the option to terminate this Lease; provided, however, that Lessor shall have a period of at least ninety (90) days to cure the parking deficiency, or to diligently proceed to cure the parking deficiency, in which event Lessee shall not have the right to cancel this Lease; and further provided, that Lessee shall not have the right to cancel this Lease so long as Lessor maintains a parking ratio of at least four (4) parking spaces per one thousand (1,000) square feet of leasable building area in the Shopping Center. In any such proceeding whereby all or part of the said Demised Premises are taken, whether or not Lessee elects to terminate this Lease, Lessee shall waive all claims except for those pertaining to fixtures and relocation costs. In the event applicable law permits only one claim with respect to a taking, then Lessor and Lessee agree to file a joint claim to prosecute the respective claims.

29) **ASSIGNMENT AND SUBLETTING** - Lessee may not assign this Lease or sublet the Demised Premises or any part thereof without Lessor's prior written consent. Any entity purchasing or otherwise receiving the business or assets of Lessee shall have no leasehold interest in the Premises unless a written Assignment of the Lease or a Sublease Agreement of the Premises is executed by Lessor. In the event Lessee sells, gives or otherwise conveys the business operating in the Premises governed by this Lease to any individual or entity not wholly controlled by Lessee, this Lease shall be voidable by Lessor and Lessor shall at Lessor's sole discretion have the option, but not the obligation, to negotiate, enter into and execute a Lease with any party of Lessor's choosing, without liability to Lessee. Should Lessor approve a proposed lease assignment by Lessee, Lessee shall remain financially responsible and liable for the Lease through the end of the then current Lease term. There shall be a \$1,000 fee for any approved lease assignment.

In the event of a sale or transfer of the Shopping Center, Lessor shall have the privilege of assigning this Lease, provided that at the time of such assignment, the assignee thereof shall execute and deliver to Lessee an assumption agreement by which the assignee shall assume all the responsibilities and obligations of Lessor hereunder. This provision shall apply to all reassignments of this Lease by the Lessor and all subsequent Lessors. Upon compliance with the above, the Lessor executing the assignment of Lease shall be released from all liability herein subsequent to the date of said assignment and the date of such assumption agreement by assignee.

30) **SUBORDINATION** - Lessee agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgages (which term shall include all security instruments) that may be placed on the Demised Premises by Lessor; and Lessee agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination within seven (7) business days after Lessor's request.

31) **LESSEE'S ESTOPPEL CERTIFICATE**

(a) Within seven (7) days after each request by Lessor is received by Lessee, Lessee shall deliver an Estoppel Certificate to Lessor. The Estoppel Certificate shall be in writing, and shall be executed on behalf of Lessee by persons having appropriate authority. Each Estoppel Certificate shall be made in favor of Lessor, any mortgagee, any assignee, any purchaser or any other person specified by Lessor.

(b) Each Estoppel Certificate shall contain information required by Lessor, including, but not limited to the following:

- (i) Whether Lessee is in possession of the Demised Premises;
- (ii) Whether this Lease is in full force and effect, and whether it has been modified;
- (iii) Whether Lessee contends that Lessor is in default under this Lease in any respect; and
- (iv) The dates, if any, to which any rent charges have been paid in advance.

32) **EXCULPATION** - Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Lessor shall not be binding personally, but instead, said covenants are made for the purpose of binding only the fee simple or leasehold estate which Lessor owns in the Demised Premises.

33) **NOTICE** - All notices of default required to be given to Lessor shall be sent by certified mail to the address shown in Paragraph 1 (b) (the "Notice Address"). All rent payments shall

be made to Lessor at the address shown in Paragraph 1 (c) (the "Rent Payment Address").

All notices of default required to be given to Lessee shall be sent by certified mail to Lessee at the address shown in Paragraph 1 (e) (the "Notice Address").

All usual or ordinary correspondence shall be sent by regular mail. Notwithstanding any other provision of the Lease to the contrary, either Lessor or Lessee may change the Notice Address by notifying the other party of a new address by written correspondence on company letterhead sent by certified mail or overnight delivery carrier to the other party. Should either party fail to notify the other of a change of Notice Address, any notice required by this Lease shall be deemed to have been actually received as of the date sent to the last Notice Address of record. Notwithstanding the foregoing paragraph, in no event shall Lessee's Notice Address be that of the leased Premises.

34) **HOLDING OVER** - In the event Lessee continues to occupy the Demised Premises after the last day of the term hereby created, or any extension thereof, and Lessor elects to accept rent thereafter, a tenancy from month to month shall be created and not for any longer period; provided, however, if the Lessee shall so hold over, Minimum Rent shall be paid at One and One-Half (1.5) times the rate that Lessee was paying for the rental period immediately preceding the expiration of this Lease.

35) **PARTIAL INVALIDITY** - If any term or provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

36) **SIGNATURES REQUIRED** - The submission of this document does not constitute a binding Lease Agreement until such time as it has been executed and delivered by Lessee and Lessor.

37) **NO JOINT VENTURE** - The relationship of the parties is that of Lessor and Lessee only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal, agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

38) **TIME OF ESSENCE** - Time is of the essence in this Lease, and all provisions herein relating thereto shall be strictly construed.

- 39) **ACCORD AND SATISFACTION** - No payment by Lessee or receipt by Lessor of a lesser amount than the rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such amounts or pursue any other remedy provided in this Lease.
- 40) **RECORDATION** - Lessee shall not record this Lease without the written consent of Lessor.
- 41) **CAPTIONS** - The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.
- 42) **RESPONSIBILITY OF LESSEE** - Any restriction on, or requirement imposed upon, Lessee under this Lease shall be deemed to extend to Lessee's guarantor, Lessee's subtenants, concessioners and licensees; and it shall be Lessee's obligation to cause the foregoing persons to comply with the restrictions and requirements.
- 43) **SURRENDER OF PREMISES** - On the expiration date of this Lease, Lessee shall surrender promptly the Demised Premises to Lessor in the same condition as when received, ordinary wear and tear and destruction by fire, the elements or other unavoidable casualties excepted. All alterations, installations, additions and improvements which have been made in or attached to the Demised Premises shall be surrendered along with the Demised Premises. Lessee shall remove its trade fixtures, and Lessee shall repair any damage to the Demised Premises caused thereby.
- 44) **GOVERNING LAW** - This Lease shall be governed by the laws of the State in which the Demised Premises are located.
- 45) **BROKERS** - Lessee and Lessor represent and warrant that there are no claims for brokerage commissions or finder's fee in connection with the execution of the Lease, and each Party agrees to indemnify the other from the costs of same, if any, except for NDB Commercial Real Estate, Inc shall represent Landlord and Duc Trung Realty shall represent Tenant and Brokers shall split a total fee of 6% of total aggregate minimum rents over the base term payable by Landlord ½ at lease execution and ½ upon Tenant opening for business in Premises.
- 46) **ATTORNEY FEES** - In the event that any legal matter, dispute, action or proceeding

exist or is commenced by or between Lessor and Lessee under this Lease, the prevailing party shall be reimbursed reasonable attorney fees and court cost in such matter. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify and hold harmless Lessor or Lessee, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.

47) **ENTIRE AGREEMENT** – This Lease contains all of the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The Lease may not be changed or terminated orally. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

48) **ADA PROVISION** - Lessee shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which is:

a) related to the Demised Premises, including, but not limited to, all doors (both interior and exterior), door hardware, electrical, plumbing, and floor covering, (unless resulting from improvements or alterations hereafter made by Lessor to the Shopping Center or the Demised Premises);

(b) Resulting from any improvement or alteration of the Demised Premises made by Lessee; or

(c) Resulting from Lessee's use of the Demised Premises.

Lessor shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which results from improvements or alterations hereafter made by Lessor to the Common Area or the Demised Premises.

49) **RELOCATION PROVISION** - Lessee acknowledges that, if necessary, Lessor has the right to reassign Lessee to another space in the shopping center, provided that Lessor provides Lessee written notice of such relocation at least 90 days prior to turnover of the Premises to Lessee, and provided that such space has the same dimensions and interior layout as the space identified herein as the Premises.

50) **MONUMENT SIGN** - DELETED

51) **RENEWAL OPTIONS** – DELETED

52) **LESSOR'S LIABILITY**– Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the

Landlord in the land and buildings comprising the Shopping Center of which the Premises form a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord or any or its obligations under this Lease, subject however, to the prior rights of any ground or underlying Landlord or the holder of any mortgage covering the Shopping Center or of Landlord's interest therein. No other assets of the Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the Shopping Center shall be subject to impressment of an equitable lien or otherwise.

53) SPECIAL STIPULATIONS-- insofar as the Special Stipulations below, if any, conflict with any of the foregoing provisions, the Special Stipulations shall control and apply.

Exhibits and Addenda. The following exhibits attached to this Lease are by this reference incorporated into this Lease:

Exhibit A - Legal Description
Exhibit B - Site Plan
Exhibit C - Lessor's Work Criteria
Exhibit D - N/A
Exhibit E - Sign Criteria
Exhibit F - Exclusive Use Provisions
Exhibit G - Special Stipulations
Exhibit H - Rules and Regulations
Exhibit I - Guaranty
Exhibit J- Dry Cleaner Addendum (INTENTIONALLY DELETED)
Exhibit K - Restaurant Addendum (INTENTIONALLY DELETED)
Exhibit L - Lease Dates Document

Insofar as such exhibits conflict with any of the terms or provisions contained in the text of this Lease, the terms and provisions of such exhibits shall govern and control.

LANDLORD AND TENANT HAVE EACH CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH A LAWYER ABOUT THEM. BY THEIR EXECUTION OF THIS LEASE, LANDLORD AND TENANT ACKNOWLEDGE THEIR INFORMED AND VOLUNTARY CONSENT HERETO AND AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

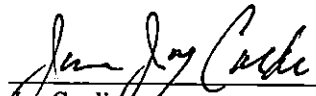
IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals the day and year first above written

IN THE PRESENCE OF

LESSOR:

33418 Egypt Crossing, LLC,
a Delaware limited liability company

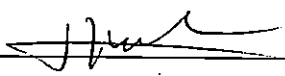
Witness

By: 
Name: Jay Cardi
Its: Manager
Date: 11/19/18

LESSEE:

HOA V LE
A North Carolina individual

Witness

By: 
Its: owner
Date: 11 - 15 - 18

**EXHIBIT C
LESSOR AND LESSEE WORK**

LESSOR WORK:

Landlord to deliver the space in its current "AS IS, WHERE IS" Condition except for the following:

- 1.) Landlord to warranty that heating, ventilation and air conditioning (HVAC) remains in good working order for two (2) years commencing on delivery date (Landlord Warranty Period).

EXHIBIT A BRINKLEY COMMONS SHOPPING CENTER LEGAL DESCRIPTION

Commencing at NCGS monument High 2001, having coordinates of N: 547340.9854 and E: 2000035.3806 and running a tie line S 69-27-08 W for 7555.63 feet to an iron pin located on the west right of way of NC Hwy 24 & 87 being the common corner of Willie C. Brinkley (DB. 2853-47) and Marshall and Chance (DB. 1035-818) and the Point of Beginning; thence along said right of way S 17-10-10 E for 97.41 feet to an iron pin; thence S 15-34-27 E for 66.21 feet to an iron pin; thence S 14-01-52 E for 85.95 feet to an iron pin; thence S 14-01-46 E for 157.03 feet to an NCDOT r/w disk; thence S 13-20-17 E for 44.09 feet to an iron pin; thence S 13-19-54 E for 609.35 feet to an NCDOT r/w disk; thence S 02-00-54 E for 139.11 feet to an iron pin; thence leaving said right of way along Thomas (DB. 711-993) and McLean Cemetery (DB. 2031-120) S 80-14-19 W for 231.32 feet to an iron pin; thence N 17-47-53 W for 300.47 feet to an iron pin; thence S 58-22-13 W for 199.76 feet to an iron pin; thence S 04-01-02 W for 229.46 feet to an iron pin; thence S 80-12-21 W for 480.42 feet to an iron pin; thence S 20-49-40 E 132.14 feet to a concrete monument; thence along the common line of the Army Corp (DB. 1184-403) S 69-02-51 W for 1929.27 feet to an iron pin; thence N 15-51-19 W for 1224.05 feet to a concrete monument; thence along Brinkley (DB. 2247-706) N 71-24-14 E for 173.85 feet to a concrete monument; thence N 54-44-52 E for 988.71 feet to a concrete monument; thence along the common line of African Methodist S 88-31-24 E for 657.67 feet to an iron pin; thence N 73-33-35 E for 170.67 feet to an iron pin; thence N 73-32-12 E for 179.36 feet to an iron pin; thence N 73-32-25 E for 210.04 feet to a concrete monument; thence along the common line of Marshall and Chance (DB. 1035-818) N 72-36-20 E for 430.53 feet to an iron pin; thence N 71-52-54 E for 241.94 feet to the Point of Beginning. Said tract contains 83.196 acres or 3,624,037 square feet more or less.

INITIAL
LESSEE
LESSOR

EXHIBIT I

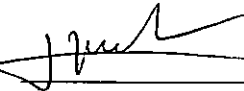
PERSONAL GUARANTY AGREEMENT

IN CONSIDERATION for the execution of the attached Lease by _____ ("Landlord") with _____ ("Tenant") for the Premises identified within Article I of the Lease and located within the _____, and to assure the full and complete performance by Tenant of all obligations undertaken by Tenant with respect to this Lease, together with other good and valuable consideration, receipt hereby acknowledged, the undersigned unconditionally guarantees to Landlord, and becomes personally liable for, the full and timely payment of all Base Rent, Percentage Rent, Additional Rent, and other payments of any nature whatsoever required during the term of this Lease, and any extensions or renewals thereof, along with any other amounts which may become due, including without limitation, all costs and expenses of enforcement and collection, including reasonable attorneys' fees.

To the extent available under North Carolina law, the undersigned waives any defenses which Tenant may assert under this Lease, including but not limited to failure of consideration, breach of warranty, bankruptcy, lack of legal capacity, statute of limitation, and accord and satisfaction.

IN WITNESS HEREOF, the undersigned, intending to be legally bound, has executed this Personal Guaranty Agreement as of the Effective Date of this Lease (as identified in the Lease Summary).

By: _____

By:  _____

Print Name
Address

Print Name *Hoa V Le*
Address *41 Lockhart Ln
Wilmington NC 27541*

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ . He/She is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public _____

Print Name

Commission Number

Commission Expires

**EXHIBIT H
RULES AND REGULATIONS**

The following Rules and Regulations shall remain in full force and effect until TENANT is notified in writing, by LANDLORD, any changes and amendments.

1. All garbage and refuse shall be kept in the container specified by LANDLORD, and shall be placed outside of the premises prepared for collection on the manner and at the times and places specified by LANDLORD. TENANT shall pay the cost of removal of any of TENANT'S refuse or rubbish.
2. No radio or television or other similar device shall be installed without first obtaining in each instance LANDLORD'S consent in writing. No aerial shall be erected on the roof or exterior walls of the PREMISES, or on the grounds, without, in each instance, the written consent of LANDLORD. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
3. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the PREMISES without the prior written consent of LANDLORD. If TENANT desires background music for PREMISES, it will be furnished by TENANT, but subject to the approval of the LANDLORD.
4. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by TENANT, who shall, or whose employees, agents or invitees shall have caused it.
5. TENANT shall use at TENANT'S cost such pest extermination contractor as LANDLORD may approve and at such times as is obviously necessary.
6. TENANT shall not burn any trash or garbage of any kind in or about the leased PREMISES or the SHOPPING CENTER.
7. TENANT shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gasses, or any smoke, dust, steam or vapors, or any loud or disturbing noises, sounds or vibrations to originate in or to be emitted from PREMISES.
8. TENANT shall maintain the show windows in a clean, neat and orderly condition and shall control approved electric signs by a clock and shall illuminate such approved signs from dusk to 11:00 P.M. EST each day including Sundays and Holidays.
9. TENANT shall at all times maintain an adequate number of suitable fire extinguishers on its PREMISES for use in case of local fires, including electrical or chemical fires.
10. LANDLORD reserves the right to rescind, amend, alter or waive any of the foregoing rules or regulations at any time when, in its judgement, it deems it necessary, desirable or proper for its best interest and for the best interest of the tenants, and no such rescission, amendment, alteration or waiver of any rules or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant, LANDLORD shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these rules and regulations at any time.

EXHIBIT I

PERSONAL GUARANTY AGREEMENT

IN CONSIDERATION for the execution of the attached Lease by 33418 Egypt Crossing, LLC ("Landlord") with HOA Van LE ("Tenant") for the Premises identified within Article I of the Lease and located within the Brinkley Commons Shopping Center, and to assure the full and complete performance by Tenant of all obligations undertaken by Tenant with respect to this Lease, together with other good and valuable consideration, receipt hereby acknowledged, the undersigned unconditionally guarantees to Landlord, and becomes personally liable for, the full and timely payment of all Base Rent, Percentage Rent, Additional Rent, and other payments of any nature whatsoever required during the term of this Lease, and any extensions or renewals thereof, along with any other amounts which may become due, including without limitation, all costs and expenses of enforcement and collection, including reasonable attorneys' fees.

To the extent available under North Carolina law, the undersigned waives any defenses which Tenant may assert under this Lease, including but not limited to failure of consideration, breach of warranty, bankruptcy, lack of legal capacity, statute of limitation, and accord and satisfaction.

IN WITNESS HEREOF, the undersigned, intending to be legally bound, has executed this Personal Guaranty Agreement as of the Effective Date of this Lease (as identified in the Lease Summary).

By: _____

By: _____

Print Name:

Print Name:

Address:

Address