

Commercial Net Lease

1. Names. This lease is made by Mike Rhodes, Landlord, and Ronny L. Baker Deborah T. Baker Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord a portion of the following premises: 1063 Hwy 401 North Fuquay Varina NC 27526
Specifically, Tenant is leasing The entire building.

Part of Building Only. Specifically, Tenant is leasing the 9063⁴⁵ Hwy 401 N of the building.
 Shared Facilities. As part of this lease, Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers:

- Parking spaces: _____
- Restroom facilities: _____
- Storage areas: _____
- Hallways, stairways, and elevators: _____
- Conference rooms: _____
- Other: _____

3. Term of Lease. This lease begins on Sept. 15th, 2018 and ends on Sept. 15, 2019.

4. Rent. Tenant will pay rent in advance on the 15th day of each month. Tenant's first rent payment will be on Sept. 15th in the amount of \$ 100.00. Tenant will pay rent of \$ 100.00 per month thereafter.

- Tenant will pay this rental amount for the entire term of the lease.
 Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: _____

5. Option to Extend Lease

First Option. Landlord grants Tenant the option to extend this lease for an additional _____ years. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for _____ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before _____. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: _____

6. Security Deposit. Tenant has deposited \$ 0 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

23. **Additional Agreements.** Landlord and Tenant additionally agree that: _____

24. **Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

25. **Successors and Assignees.** This lease binds and benefits the heirs, successors, and assignees of the parties.

26. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person
- (2) by certified mail, or
- (3) by overnight courier.

27. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state of _____

28. **Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

29. **Modification.** This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

30. **Waiver.** If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

31. **Severability.** If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 9/15/2018

LANDLORD

TENANT

Name of Business: _____
at (919) 427-8995

Name of Business: BOGO Snoballs
at 9063 US Hwy 401 N Fuquay Varina, NC

By: Mike Rhodes

By: Rodney L Baker Deborah T Baker

Printed Name: MIKE RHODES

Printed Name: RODNEY L. BAKER Deborah T Baker

Title: OWNER

Title: President

Address: 9027 Hwy 401 N
FUQUAY - VARINA, NC 27526

Address: 317 Wagstaff Road
Fuquay Varina, NC 27526

GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of BOGO
snoballs under this lease.

Dated: 9/15/2018

Printed Name: RODNEY L. Baker

Title: President

Address: 317 Wagstaff Rd.

Fuquay - Varina, NC 27526