

LEASE

THIS LEASE AGREEMENT (the "Lease") is made this 23 day of October 2019, between **GCMMB, LLC.**, a North Carolina Limited Liability Company, having its principal office at 2709 Thorngrove Ct., City of Fayetteville, Cumberland County, North Carolina 28303 (hereinafter called "Landlord") and **Fort Wagg LLC.**, a North Carolina limited liability company, having its principal office at 24 Hublers Ave., Cameron, NC 28326 (hereinafter called "Tenant").

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **PREMISES.** Landlord hereby lets and leases unto Tenant, and Tenant hereby leases from Landlord, the interior of a store space located in a building (the "Building") located in the Shopping Center, as defined in Paragraph 3 hereof, which Shopping Center is located in the Johnsonville Township, Spout Springs community in Harnett County, North Carolina, such store space currently has an address Drive, of 169 Mittie Haddock Cameron, North Carolina 28326, and which contains 1,600 square feet +/- of Gross Leasable Square Footage, as defined in Paragraph 3 hereof as shown on Exhibit A attached hereto (the "Demised Premises").

2. **INITIAL TERM.** The initial term of three (3) years and the obligation to pay rent shall commence on the earlier to occur: (i) one hundred and twenty (120) days after Tenant has received its building permit to construct Tenants improvements or (ii) the date Tenant opens for business. In the event that Tenant has not received its building permit with ninety (90) days after Lease execution, Landlord shall have the right, but not the obligation, to terminate this Lease. With the exception of what's listed in Exhibit D "Landlords Work", Landlord shall deliver the Premises to Tenant in its "As Is, Where Is" condition on the date of Lease execution.

3. **DEFINITIONS.** As used herein, except only where the context requires a different meaning, the word "Premises" shall mean and refer to the above described Demised Premises; "Shopping Center" shall mean and refer to that certain parcel of land consisting of approximately 9.31 acres located on 133 Mittie Haddock Drive, Northwest quadrant of H. M. Cagle Drive and Highway 24/87 in Johnsonville Township, in the Spout Springs Community, in Harnett County, North Carolina and known as Spout Springs Plaza, as more particularly described on Exhibit A hereto, and as depicted on Exhibit B hereto, and the improvements thereon; "Gross Leasable Square Footage" or "GLSF" shall be the square footage of the Demised Premises, measured from the middle of common walls and the exterior of outside walls. "Lease Year" shall mean the twelve (12) full calendar months following the Rent Commencement Date, plus any partial calendar month in which the Rent Commencement Date occurs, and thereafter each subsequent period of twelve (12) full calendar months thereafter; and "Effective Date" shall mean the date on which the last party executes this Lease, which date shall be inserted into the first paragraph of this Lease by the last party to execute.

4. **DATE OF OCCUPANCY.** Landlord shall deliver the Premises to Tenant on the

date of Lease execution.

5. TENANTS WORK. Tenant agrees to perform all work listed in Exhibit C and in accordance with the Landlord approved drawings.

6. LANDLORDS WORK. Landlord agrees to perform all work listed in Exhibit D.

7. RENTAL. Tenants obligation to pay rent shall commence on the earlier to occur: (i) one hundred and twenty (120) days after Tenant has received its building permit to construct Tenants improvements or (ii) the date Tenant opens for business. In the event that Tenant has not received its building permit with ninety (90) days after Lease execution, Landlord shall have the right, but not the obligation, to terminate this Lease.

For each Lease Year (as defined in Paragraph 3), Tenant shall pay a guaranteed annual amount of rent ("Guaranteed Annual Minimum Rent") in the amounts as follows:

Initial Term:

Years 1-3:	\$26,400.00 per annum (\$16.50 per square foot of GLSF)
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Tenant may renew this Lease in accordance with the terms of Section 36 of this Lease.

Option Term 1

Years 4-6:	\$28,000.00 per annum (\$17.50 per square foot of GLSF)
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Option Term 2

Years 7-9:	\$29,600.00 per annum (\$18.50 per square foot of GLSF)
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On or before the first day of each month the Tenant shall pay as Minimum Rent the sum of:

Initial Term:

Years 1-3:	\$2,200.00 per month (Plus NNN Charges)
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Option Term 1:

Years 4-6:	\$2,333.33 per month (Plus NNN Charges)
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Option Term 2:

Years 7-9 :	\$2,473.33 per month (Plus NNN Charges)
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In the event the Term of the Lease shall commence on a day other than the first day of a calendar month or end on a day other than the last day of a calendar month, then the rent payable for such fractional month shall be prorated on the basis of the total number of days of occupancy

during either such month.

8. INTENTIONALLY OMITTED.

9. COMMON AREA MAINTENANCE. The “Common Area” of the Shopping Center shall be defined as all portion or portions of the Shopping Center on which at any given time no buildings are located. Landlord covenants that the Common Area of the Shopping Center, as it may exist from time to time, shall be available for the non-exclusive use of Tenant during the Term hereof. Notwithstanding the foregoing, Tenant understands and agrees that Landlord shall have the right to close all or any portion of the Common Area to the extent as may be necessary, in Landlord’s opinion, to prevent the dedication thereof or the accrual of any rights of any person or the public therein, or to make improvements or repairs to the Common Area or the Shopping Center. In addition, Landlord reserves the right to change the entrances, exits, parking areas, traffic lanes and the boundaries and locations of such, provided Landlord at all times maintains the minimum parking for the Shopping Center required by governmental authorities. Landlord shall keep the Common Area in a neat, clean and orderly condition, and shall repair any damage to the facilities thereof, but subject to payment or reimbursement by Tenant as provided herein. Tenant shall pay to Landlord its prorata share of the expenses incurred by Landlord in maintaining, repairing and operating the parking and the other portions of the Common Area in the Shopping Center (the “Common Area Maintenance Expenses”, plus the cost of personnel to implement such services, to direct parking, and to police the common facilities, and fifteen (15%) percent of all of the foregoing costs to cover the Landlord administrative and overhead costs as follows: Tenant shall initially pay in advance on or before the first day of each and every month of the Term, as a minimum contribution towards Tenant’s prorata share of Common Area Maintenance Expenses for the first Lease Year hereunder, the sum of One Hundred Ninety Three Dollars and 33/100 (\$193.33) monthly (the “Initial CAM Contribution”) if Tenant’s prorata share of such expenses for such first Lease Year exceeds the amount Tenant has prepaid in accordance with the foregoing and Landlord’s year end statement as provided below reflects a sum due from Tenant as a result of such underpayment, then Tenant shall pay any amount then due to Landlord within fifteen (15) days after Landlord finishes its year end statement. Landlord shall provide Tenant at the time Landlord finishes such year-end statement with an estimate of Tenant’s prorata share of Common Area Maintenance Expenses for the ensuing Lease Year, and Tenant shall pay one-twelfth (1/12th) of such estimate as additional rent with each payment of Guaranteed Annual Minimum Rent during such Lease Year. If no such revised estimate is provided, Tenant shall continue to pay the monthly estimated amount which it paid during the immediately ended Lease Year. Notwithstanding the foregoing, in no event shall Tenant pay less than the Initial CAM Contribution.

In the event the Term of this Lease shall commence on a day other than the first day of a calendar month, or end on a day other than the last day of a calendar month, then the Common Area Maintenance charges payable by Tenant for such fractional month shall be prorated on the basis of the total number of days of occupancy during either such month, and shall be payable when Guaranteed Annual Minimum Rent is due hereunder for such month.

Within ninety (90) days following the end of each Lease Year during the Term

hereof; Landlord shall furnish to Tenant a statement of the actual amount of Tenant's prorata share of the Common Area Maintenance Expense, accompanied by an itemization of such costs, and a statement signed and certified by Landlord to be true and correct setting forth the total amount paid by Landlord and Landlord's calculation of Tenants prorata share and any amount then due from Tenant. Tenant shall pay said amount to Landlord, as additional rent hereunder, within fifteen (15) days following due receipt of Landlord's statement.

Tenant's prorata share of the Common Area Maintenance Expenses shall be that percentage thereof determined by dividing the Gross Leasable Square Footage of all buildings in the Shopping Center into the GLSF of the Demised Premises. Any provision of this Lease to be contrary notwithstanding, the following shall not be included in the Common Area Maintenance Expenses in calculating Tenants prorata share thereof payable under this Article 9:

(a) The cost of any items of a capital nature; provided, however, Common Area Maintenance Expense may include annual contributions toward the replacement cost, based on a frill amortization of the replacement cost over the useful life of the item in question, of the following capital items: (i) parking and driveway area resurfacing, (ii) governmentally required improvements or alterations (but not those related to hazardous materials) in connection with laws enacted after the date of this Lease, and (iii) cost saving items (but only to the extent such items actually reduce Common Area Maintenance Expenses).

(b) Costs charged to Tenant under any other Articles of this Lease, paid to Landlord by other tenants, or reimbursed by insurance awards or condemnation proceeds.

(c) Legal fees, and leasing commissions, specific tenant improvement costs or other expenses in connection with leasing space in the Shopping Center.

(d) Initial acquisition, construction, and installation costs (or assessments for such costs), or for additions or upgrades to the Shopping Center, except as permitted in (a) above.

(e) Costs and expenses attributable to any personnel except to the extent the time and energies of such personnel are devoted exclusively to the Shopping Center, or are allocated to the Shopping Center on a prorata basis in relation to the time devoted to the Shopping Center by such personnel relative to other properties.

(f) Charges for any item for which Landlord has established a reserve until such reserve has been depleted.

No more than once each Lease Year, Tenant shall have the right following reasonable notice to Landlord to inspect and audit Landlord's books and records pertaining to Common Area Maintenance Expenses. Such inspection or audit shall take place at Landlord's principal office for the Shopping Center.

10. ADMINISTRATIVE CHARGES FOR LATE PAYMENT. There shall be an Administrative fee as detailed below for any charge or payment due, including rent, not received at the office designated as the location of the Landlord to which payments are to be made.

Fee Schedule:

- A. \$100.00 if not received within fifteen (15) days of due date for each payment;
- B. An additional \$100.00 if not received within thirty (30) days of due date for each payment;
- C. An additional \$100.00 if not received within forty-five (45) days of due date for each payment;
- D. An additional \$100.00 if not received within sixty (60) days of due date for each payment.

The above fees are necessitated by the additional administrative expenses incurred in the handling, processing and collection of charges not received when due. Payment of any administrative fees incurred due to late payment shall not excuse, negate or constitute a cure of any Event of Default due to such payment not having been received when due. Additionally, it is understood that the above charges relate to administrative expenses incurred prior to any litigation and are not in any manner an offset against legal fees or other expenses to be paid or reimbursed by Tenant in the event of litigation of any kind and for any reason. Any administrative fees incurred in accordance with the foregoing shall be due and payable as additional rent immediately, without prior notice or demand. Administrative fees shall be subject to any limit imposed by Federal or State law.

11. PAYMENTS TO LANDLORD. Tenant shall pay all rent and other charges payable to Landlord at the Landlord's principal office at:
GCMMB, LLC
2709 Thorngrove Ct.
Fayetteville, North Carolina 28303

or upon written direction from Landlord, to such other person, firm or corporation or at such other location as Landlord may from time to time direct.

12. UTILITIES. Tenant shall pay the cost of all water and sewer charges, telephone, gas, electricity and fuel consumed or used in or at the Demised Premises during the Term hereof, plus all deposits, connection fees and utility tap fees required for such service.

13. FIRE SPRINKLER SYSTEM. Tenant will not, and will not permit others to, misuse or abuse any sprinkler system installed in the Demised Premises, and Tenant will at all times and at its sole expense comply with all regulations issued by Landlord and/or any governmental authority concerning the use of the sprinkler system.

14. TAXES. Tenant shall pay all taxes, assessments, licenses and other charges attributable to the stock of goods, trade fixtures and equipment and business conducted in and on the Premises.

Tenant shall pay to Landlord, as additional rent hereunder, Tenant's prorata share of the real property taxes and assessments ("Taxes") levied or assessed by any lawful authority against the Shopping Center. Tenant's pro rata share of such Taxes shall be that percentage which

is determined by dividing the Gross Leasable Square Footage of all buildings in the Shopping Center into the GLSF of the Demised Premises. On or before the first day of each and every month of the first Lease Year of the Term, Tenant shall pay one twelfth (1/12th) of Tenant's initial annual contribution for Taxes for such year, such initial contribution in the sum of Seventy Four Dollars and 67/100 (\$74.67), per month in advance (the "Initial Tax Contribution"). In the event the Term of this Lease shall commence on a day other than the first day of a calendar month, or end on a day other than the last day of a calendar month, then the Tax charges payable for such fractional month shall be prorated on the basis of the total number of days of occupancy during either such month. In the event that Tenant's actual prorata share of Taxes exceeds the amount of the Initial Tax Contribution (or the amount Tenant has paid in any Lease Year in accordance with the following adjustment provision), then an adjustment shall be made in said charges by Landlord on a calendar year basis when the actual amount of Taxes for each year have been determined, and Tenant agrees to pay such increased amount in accordance with Landlord's notice of adjustment. In no event shall Tenant pay less than the Initial Tax Contribution.

Tenant agrees to pay to Landlord any sales or use tax or excise tax imposed or levied against rent, or upon any other charge or payment received hereunder to be made by Tenant which has been imposed or levied by any governmental agency having jurisdiction thereof.

Any provision of this Lease to the contrary notwithstanding, none of the following shall be included in the definition of "Taxes", or in other taxes payable by Tenant under this Lease: (i) assessments in connection with initial utility installations and other offsite improvements in or development costs of the Shopping Center; (ii) taxes or assessments attributable to the inventory, furniture, trade fixtures, equipment, or personal property of other tenants or occupants in the Shopping Center; (iii) interest and late charges, penalties, or fines in connection with any delinquent payment of Taxes by Landlord; or (iv) franchise, gift, inheritance, estate, transfer or income taxes of Landlord. In the event of any general or special assessment against the Shopping Center and/or the Landlord's improvements thereon or any portion thereof that Landlord can elect to either pay in full or allow to go to bond (or paid in periodic installments), if Landlord pays the assessment in full, there shall be included in Taxes each year no more than the amount that would have been payable (as both principal and interest) had Landlord allowed the assessment to go to bond (or paid in monthly installments).

15. USE OF PREMISES. During the Term of this Lease, the Demised Premises shall be used and occupied for the operation of a Pet Supply store including grooming and specialty pet products. For purposes of this Lease a "pet supply store" shall mean a place of business which specializes in the marketing and sale of pet supplies such as, but not limited to, pet food, leashes, harnesses, pet grooming supplies, treats, and any other item typically found in a pet store that is meant to be used to care for a pet. The Premises shall not be used for the sale, adoption, or boarding of dogs or cats. Tenant may engage in the sale of fish, small reptiles, birds, and rodents (sugar gliders, hamsters, guinea pigs). These animals will be secured in tanks and inaccessible to the public until sale. Tanks and cages to be cleaned thoroughly on a daily basis. A list of the current Tenants and restrictions are attached as Exhibit G.

At Tenant's request, Landlord shall execute and acknowledge a memorandum of this Lease in recordable form reciting Tenant's use rights and any other mutually acceptable

provisions of this Lease (including Tenant's option to extend the term). Either party shall have the right to record such memorandum with the Register of Deeds for the County in which the Shopping Center is located. Tenant covenants to execute, on Landlord's request, any documents Landlord deems necessary or advisable to have such memorandum released of record following the expiration or earlier termination of this Lease.

Tenant at all times shall fully and promptly comply with all laws, ordinances, orders and regulations (collectively, "Laws") of any lawful authority having jurisdiction of the Demised Premises including, but not limited to, such as shall relate to the cleanliness, safety, occupation and use of the Demised Premises and the nature, character and manner of operation of the business conducted in or at the Demised Premises. However, any provision of this Paragraph 15\ or any other provision of this Lease to the contrary notwithstanding, Tenant shall in no event (and Landlord shall) be obligated to perform or bear the cost of any work or repair of a capital or structural nature in connection with compliance with any Laws unless required due to Tenant's specific use of the Demised Premises or the manner of Tenant's operation or use of the Demised Premises. Landlord represents and warrants that as of delivery of possession of the Demised Premises to Tenant, the Demised Premises are in compliance with all applicable Laws and insurance underwriting requirements or recommendations. Tenant shall not permit, allow nor cause any public or private auction sales to be conducted in or at the Demised Premises or the adoption or use of any sales promotion devices or practices that shall tend to mislead or deceive the public or which directly or indirectly would tend to detract from or impair the reputation or dignity of said business, the Demised Premises, the Building, the Shopping Center or the general reputation or dignity of the business of others conducted in the Shopping Center. In no instance shall this clause be interpreted so as to prevent Tenant from utilizing the Common Area to locate dumpsters or trash containers, subject to Landlord's prior written approval as to location of such receptacles. Tenant shall not, without written consent of Landlord, place or maintain outside of the Premises, on walkways, sidewalks, mall area or other Common Areas, any merchandise, displays, or vending machines.

Tenant further agrees that all promotions and/or advertising for the business conducted on the Demised Premises shall be equal to or greater than any promotions and/or advertising it conducts for any other similar business it operates in Harnett County, North Carolina, and shall provide documentation of compliance with the foregoing provision to Landlord on request.

16. PERSONAL GUARANTY. INTENTIONALLY OMITTED.

17. CONTINUOUS OPERATION. Tenant covenants at its expense, at all times during the Term: to continuously and uninterruptedly use, occupy and operate for the purpose set forth and permitted under Paragraph 15 hereof, all of the Demised Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with business conducted by the Tenant in the Demised Premises; to furnish and install all trade fixtures and permitted signs; to keep the Premises fully lighted; to maintain an adequate number of trained personnel for effective service to customers. In addition, Tenant covenants to open the Premises for business to the general public, fully fixtured, merchandised and staffed, by no later than the Rent Commencement Date.

18. STREETS ALLEYS AND PARKING AREA. Tenant shall have a non-exclusive right to the use of all streets, parking areas, driveways, alleys and other Common Areas within the Shopping Center during the term hereof. Parking areas provided by Landlord in and about the Shopping Center are acknowledged to be and are reserved for use by customers while shopping in Shopping Center. Tenant shall not, and shall not permit its employees to, use said parking areas, the streets, alleys or vacant lands in the Shopping Center for parking or storage of any automobiles, trucks or vehicles owned or used by them except as may be approved and designated in writing by Landlord. Tenant, on request of Landlord, within five (5) days thereof, shall furnish to Landlord a written statement of the names of all employees, agents, and representatives employed in or at the Demised Premises by Tenant and the license registration number of all vehicles owned by or used by Tenant or by such employees, agents or representatives. The foregoing provision relative to parking applies equally to subtenants of Tenant and employees of sub-tenants, temporary vendors, and/or person or persons connected in any way with the business carried on, in or at the Demised Premises. Tenant will be responsible to bring the foregoing provision to the personal attention of each and every individual to whom it applies, and hereby accepts the obligation of their compliance. It is understood the Tenant and employees of same, shall park in areas designated by Landlord and that Landlord will provide adequate, reasonably proximate parking for Tenant and its employees.

19. ENTRY OF LANDLORD. Landlord, its agents and representatives, at all reasonable times may enter the Demised Premises for the purpose of (a) inspection thereof, including but not limited to, the inspection of fire extinguishing equipment and for violations of fire protection and prevention regulations and practices, (b) making repairs, replacements, alterations or additions to the Demised Premises or the Building as permitted under this Lease, and (c) showing the Demised Premises to any prospective purchaser or lender of the Shopping Center, or prospective tenant. Any such entry by or on behalf of Landlord shall not be or constitute an eviction, partial eviction or deprivation of any right of Tenant and shall not alter the obligation of Tenant hereunder or create any right in Tenant adverse to the interest of Landlord. Landlord shall exercise its rights to enter the Demised Premises under this Paragraph 19 or otherwise (i) only following reasonable notice to Tenant and only during business hours, except in the event of an emergency, in which case entry may be at any time and no prior notice to Tenant shall be required, and (ii) so as to minimize interference with Tenant's business at the Demised Premises. Landlord shall at its expense repair any damage in connection with entry by Landlord and/or its representatives, agents, contractors, or employees onto the Demised Premises.

20. MAINTENANCE. Landlord, at its sole cost expense, shall maintain and keep in good repair and replace as necessary the roof, subroof, foundation, structural components, exterior and supporting walls (with the exception of doors, windows, and plate glass), and the electrical wiring and the plumbing to the point of connection with interior service lines of the Demised Premises; provided, however, that the cost of any repairs which would otherwise be Landlord's responsibility hereunder which are required as a result of the negligence or willful act of Tenant, its customers, licensees, agents, servants or employees, shall be borne by Tenant, and shall be payable on demand as additional rent hereunder. Prior to Tenant opening for business in the Premises, Landlord agrees to have the roof inspected and agrees to make necessary repairs. If at any time during the Lease term(s) there is a problem with the roof leaking, Landlord agrees to promptly repair any damage to the roof and any damage inside the Premises caused by a roof leak.

For the purposes of this paragraph, a roof leak and HVAC leak caused by condensation are not considered the same. HVAC maintenance will be addressed in the following paragraph.

Tenant agrees to put in place a maintenance contract on the HVAC unit which will provide for quarterly maintenance to the HVAC unit(s). If at any time during the lease term the HVAC units shall need repairs costing more than \$250.00 per occurrence per unit, Tenant agrees to cover the first \$250.00 of the repair cost and Landlord agrees to cover the cost over \$250 so long the maintenance contract is in effect. If an HVAC issue occurs, Tenant agrees to get estimates prior to making the repairs. If the cost will be more than \$250, Tenant agrees to let Landlords HVAC company get estimates for the work.

Tenant, at its sole cost and expense, whether the same shall be the property of Tenant or Landlord, shall at all times maintain in good condition the interior of the Demised Premises and shall promptly repair, restore or replace as necessary all store fixtures and equipment, electrical installations, interior electrical wiring and plumbing from point of connection with exterior lines, all plumbing equipment exclusively serving the Demised Premises, all machinery, all hardware, all interior painting or decorations of every kind, all doors and door and window screens, all glass and plastic, including window glass and any and all plate glass including glass in exterior walls. Any replacements shall be made only by persons approved in writing by Landlord and shall be of equal or better quality. Tenant, at its sole cost and expense, shall furnish all replacement fluorescent tubes and ballasts used for lighting fixtures inside the Demised Premises.

21. EQUIPMENT AND FIXTURES Except as provided below and except for the approved Tenants Work as set forth in Exhibit C hereto, Tenant shall not install in or about the Premises any interior or exterior lighting or plumbing fixtures, steps, partitions, walls, fences, shades or awnings, or make any structural or exterior changes or alterations in or to any part of the Building or the Demised Premises except upon the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Display counters and store furniture used in the Demised Premises may be supplied and installed at the sole cost of Tenant, and shall at all times be and remain the property of Tenant, and provided no Event of Default then exists, Tenant shall have the right to remove the same from the Demised Premises at any time during the Term hereof; provided, however, that Tenant is responsible for and must repair any and all damages occasioned by such removal. Permanently affixed fixtures and equipment, including but not limited to paneling, lighting fixtures, shelving and built-in cabinets, supplied and installed by Tenant shall become the property of Landlord upon expiration or earlier termination of this Lease, unless Landlord shall, prior to the termination or expiration of this Lease, have given written notice to Tenant to remove same, in which event Tenant shall remove such furniture, fixtures and equipment as identified by Landlord and restore the Premises to the same good order and condition in which they were at the commencement of this Lease, normal wear and tear excepted. Should Tenant fail to remove such furniture, fixtures and equipment, Landlord may do so, with the cost and expense thereof to be paid by Tenant on demand as additional rent hereunder.

Tenant understands and agrees that all permanently affixed fixtures, and equipment located in the Demised Premises at the time the Lease commences are, and will remain, the property of Landlord. It is understood the Tenant is making all its permitted leasehold improvements in the Premises at its expense.

22. CARE OF PREMISES. Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the Demised Premises which shall cause or be likely to cause injury or damage to any person or to the Demised Premises or the Building or the mall areas, sidewalks, and/or pavements adjoining the Demised Premises, or the Common Area or any other buildings and improvements in the Shopping Center. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, flumes or gases or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate or be emitted from the Demised Premises. Tenant at all times shall keep the entry ways, and sidewalks clean and free from trash, dirt, snow and ice. Tenant shall keep the Demised Premises clear and free of rodents, bugs, and vermin, and at the request of Landlord, participate and cooperate in carrying out any program of extermination that Landlord may direct and Tenant shall bear the cost thereof; or, at Landlord's election if conducted in cooperation with other tenants, then Tenant shall bear its prorata cost on the basis of relative floor areas of those participating. Tenant shall not use nor permit the use of any portion of the Demised Premises as sleeping or living quarters or as lodging rooms, or keep or harbor therein any live animals, fish or birds or use the same for any illegal purpose. Tenant shall not permit, allow or cause the sinks, toilets, or urinals in the Demised Premises or Building to be used for any purpose except those for which they were designed and installed, and the expense of repairing any breakage, damage or removal of any stoppage resulting from a contrary use thereof shall be paid by Tenant as additional rent hereunder. Tenant shall maintain all show windows in a clean, neat and orderly condition and keep the glass thereof clean. Tenant will be solely responsible for all carpet care to include, but not be limited to, cleaning and shampooing. Carpet, if utilized in the flooring of the space, will be cleaned by Tenant and at Tenant's sole cost and expense at the termination or expiration of this Lease upon Tenant vacating the Demised Premises.

Tenant will not place or store flammable material at or near a furnace or other source of heat; overload electrical circuits; use or operate defective appliances or equipment; or allow any practice which might result in a fire. Tenant at all times, will follow good fire prevention practices, including any recommendations of Landlord's insurance carrier(s).

Tenant shall store all trash, waste, rubbish and garbage in closed trash containers approved in advance by Landlord as to material, construction and location, and shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the Demised Premises, Building or the Shopping Center, except for disposal in such approved containers. Tenant shall be responsible for the installation of a grease trap (if required) and maintaining the grease trap. Tenant shall pay, as a part of Common Area Maintenance Expenses hereunder, the expense, costs and charges for, or in connection with, the prompt and regular removal and disposal of all trash, waste, rubbish and garbage from the approved receptacles and otherwise from the Shopping Center. In the event it is required by lawful authority having jurisdiction that compactors or other mechanical devices or equipment be employed or utilized in the preparation of packaging of trash, waste, rubbish, and garbage, Tenant will, at its sole cost and expense, provide such required mechanical device or equipment and will be solely responsible for its maintenance and upkeep. In the event other tenants in the Shopping Center, with Landlord's consent and subject to reasonable requirements placed thereon by Landlord, agree jointly to provide compactors, or other mechanical devices for the joint handling of trash, waste, rubbish, and garbage, Tenant agrees that it will cooperate with other

Tenants and bear its proportionate share of the costs and maintenance of such devices and equipment provided Tenant does not have its own garbage handling equipment and disposal service, or Landlord, at its option, may provide such devices for common use and include all costs associated therewith as Common Area Maintenance Expenses hereunder.

23. HAZARDOUS MATERIALS. Tenant shall not cause or permit any “Hazardous Material” (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, the Shopping Center and/or adjacent property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, the Shopping Center and/or adjacent property, damages arising from and adverse impact on marketing of the Premises, the Shopping Center and/or adjacent property, and sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees) which arise during or after the Term as a result of such breach or violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises and/or adjacent property caused by Tenant or its agents, employees, contractors or invitees. Without limiting the foregoing, if Tenant causes or permits the presence of any Hazardous Material on the Premises in violation of the foregoing restriction, Tenant shall promptly, upon demand of Landlord, take all actions at its sole expense as are necessary to remove or remediate such Hazardous Materials and return the Premises, the Shopping Center and/or adjacent property to the condition existing prior to the introduction of any such Hazardous Material, or Landlord, which removal and/or remediation shall be performed in strict accordance with all applicable governmental requirements, and by qualified and licensed abatement contractors approved by Landlord; and provided in any case that Landlord’s approval of such contemplated abatement actions shall first be obtained prior to Tenant or its contractors undertaking any such abatement actions. As used herein, the term “Hazardous Material” means a hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency. Upon expiration or earlier termination of this Lease, Tenant shall duly execute and deliver to Landlord a certificate (the “Hazardous Waste Certificate”) in the form of Exhibit F attached hereto from a qualified architect or engineer, certifying the absence of any Hazardous Materials in the Premises. In the event Tenant shall fail to so deliver the Hazardous Waste Certificate, such failure shall, without further notice or the passage of time, constitute a default under the Lease and shall entitle Landlord to retain the entire Deposit held by Landlord, to be applied toward payment of the cost of assessing the presence of Hazardous Material on the Premises, the Shopping Center and/or adjacent property, and toward payment of all loss, cost, liability, damage and expense of Landlord arising as a result of any such contamination and toward such other costs and expenses of Landlord as Landlord may designate in its sole discretion. Nothing contained herein shall be deemed or construed to limit the liability of Tenant to Landlord hereunder for the breach of any covenant of Tenant under this Paragraph 23. The provisions of this Paragraph 23 shall survive the expiration or earlier termination of this Lease and Tenant’s surrender of the Premises to Landlord. Any provision of this Lease to the contrary notwithstanding, this Paragraph 23 shall not restrict Tenant’s use of cleaning solvents and

other materials typically used in the Tenant's business provided Tenant complies with all applicable laws in connection with such use. Landlord represents and warrants that, to the best of Landlord's actual knowledge, as of the delivery of possession of the Demised Premises to Tenant there are no Hazardous Materials (including without limitation asbestos) in, on, at or about the Demised Premises.

Tenant covenants that neither Tenant nor its employees, agents contractors or subtenants shall handle, store, use, treat, release, or dispose of any Hazardous Materials at the Demised Premises except in strict compliance with Hazardous Laws and any and all governmental rules, laws and regulations relating to the proper handling, storage and disposal of medical hazardous waste. Tenant shall indemnify, defend and hold Landlord and its officers, partner, directors, shareholders, employees, customers, and agents harmless from any claims, judgements, damages, fines, penalties, costs (including attorney, consultant and expert fees), liabilities (including sums paid in settlement of claims) or loss which arise during or after the Primary Term or any Extension Term, in connection with the presence or suspected presence of Hazardous Materials in the Demised Premises as a result of the acts of Tenant, its officers, employees, agents or contractors. Without limiting the generality of the forgoing, this indemnification shall survive the expiration of this lease and does specifically cover costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, or restoration work required by any federal, state or local government agency or political subdivision because of the presence or suspected presence of Hazardous Materials in the Demised Premises as the result of the acts of Tenant, its officers, agents, employees, contractors or subtenants. Tenant agrees that for purposes of this Section 23, "Hazardous Materials" specifically includes, without limitation, medical or infectious waste.

24. MOVING OF HEAVY ARTICLES. Tenant shall not allow, permit or cause to be taken into or removed from the Demised Premises any heavy or bulky articles, furnishings, fixtures or equipment of such size or weight as shall require the use of tackle, carts, dollies or other moving aids or the service of more than two (2) men, except upon the prior approval of Landlord and at such times as the Landlord shall specify. Tenant shall be liable for the cost of any damage to the Demised Premises, the Building, the Shopping Center or sidewalks and pavement adjoining the Premise or any portion of the Common Area which shall result from the movement of such articles or objects. Tenant shall not unduly load or overload the floors of any part of the Demised Premises and any heavy objects or articles stored or used therein shall be stored and placed only in such place or location as Landlord, if it so elects, shall designate.

25. LOSS OF PROPERTY. Landlord shall not be liable for any loss of any property of Tenant from the Demised Premises or for any damages to any property of Tenant, however occurring. Landlord, without liability to Tenant, shall have the right and may at any time close the Premises whenever the same may become necessary in order to comply with any law, order, regulation or direction of any lawful authority or the agents, officers, or representatives thereof in the event of any public disturbance or like circumstances which, in the sole judgment of Landlord, may make such closing appear proper or advisable.

26. ADVERTISING. Except as provided in this Lease, Tenant shall not permit, allow nor

cause to be erected, installed, maintained, painted or displayed on, in or at the Demised Premises or the Shopping Center or any part thereof any exterior or interior sign, lettering, placard, announcement, decoration, advertising media, nor advertising material of any kind whatsoever, visible from the exterior of the Demised Premises, without prior written approval of Landlord. Tenant shall not permit, allow nor cause to be used in or at the Demised Premises any advertising media or device such as phonographs, radios, public address systems, sound production or reproduction devices, mechanical or moving display devices, motion pictures, television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices, or similar devices, the effect of which shall be visible or audible from the exterior of the Demised Premises. Any provision of this Paragraph 26, Paragraph 30 or any other provision of this Lease to the contrary notwithstanding, Tenant shall have the right to install, maintain and change from time to time (i) exterior signage consistent with Tenants prototype sign as shown on Exhibit E hereto, but subject to compliance with applicable codes and with the sign criteria then in effect for the Shopping Center, and (ii) professionally prepared signs and displays in the interior of the Demised Premises consistent with Tenant's standard signage and promotion programs. Landlord shall not unreasonably withhold, delay or condition approval of any other signage.

Tenant recognizes that the Shopping Center is not the type of shopping center known as an "Outlet Mall", "Factory Outlet Mall", "Off-Price Mall", or "Discount Mall," Tenant thus will not and will not permit others on its behalf to advertise in any form including notices, placards, or fliers, the business operated in the Demised Premises using the words or phrases such as "Discount Store", "Off-Price", "Factory Outlet", "Outlet" or any word or phrase, printed or spoken, which connotes the foregoing type of discount, second hand or off-price business, Notwithstanding the foregoing, for special sales and for very limited times, Tenant may advertise merchandise at "Discount" or "Mark-down" prices.

Tenant understands that a retail store, service shop, or restaurant located in a shopping center which ceases to do business may be viewed by the general public as being a failure, and such failure reflects unfavorably on the Shopping Center and on the other businesses located in the Shopping Center. Thus, in the event Tenant ceases to do business in the Demised Premises due to the termination of this Lease or otherwise during or at the end of the Term, Tenant will not and will not permit others on its behalf, to advertise in any public or private media such as, but not limited to, newspapers, magazines, radio, television, direct mail or by way of banners, placards, posters or other visual or any audio devices located in or on the Demised Premises, Building, or Shopping Center a "Going Out of Business" sale, "Bankruptcy" sale (except for temporary bankruptcy sale per order of a bankruptcy court having jurisdiction), "Lost Our Lease" sales or "Removal" sale or any combination of the above or similar wording which advertises a sale due to the business conducted in the Demised Premises being closed, liquidated, moved, or sold.

27. SIGNAGE. Tenant, at its sole cost and expense, and within thirty (30) days after the date Landlord delivers possession of the Demised Premises to Tenant, shall furnish and install at such place on the exterior of the Demised Premises as Landlord shall approve, a sign of such design, size, content, form and material as shall be approved by Landlord for the purpose of identifying and/or locating said business of Tenant. Tenant, at its sole cost and expense thereafter during the term hereof, shall promptly repair and at all times maintain such sign in good condition. Requirements for the construction and installation of exterior store front and/or Building front

signs are attached to this Lease as Exhibit E, and Tenant agrees that all signs installed by Tenant shall conform to the criteria set forth on Exhibit E. At the time of lease signing there is no pylon signage available. If pylon signage does come available, Tenant will be allowed to add a Landlord approved sign panel, at Tenants sole expense.

At or prior to the end of the Term of this Lease, Tenant will be responsible for the removal of all signage, exterior and interior. In the event Tenant does not remove signage and makes any and all necessary repairs necessitated by such removal and to remove all identifying marks of Tenant, Landlord may, in addition to its other rights and remedies hereunder and at law or in equity, remove such signs and make such repairs and charge Tenant for the reasonable and actual expenses incurred in doing so.

28. FIRE EXTINGUISHERS AND EQUIPMENT. At its sole cost and expense, Tenant will furnish for each one thousand (1,000) square feet of GLSF in the Premises, not less than one (1) approved hand fire extinguisher. Landlord may designate the type of extinguisher and the place each is to be installed, and Tenant will not remove nor re-locate extinguisher without prior approval from Landlord. Tenant will be responsible for and will bear the reasonable cost of periodic inspection and/or recharging or reloading of said fire extinguishers.

In the event that automatic or other special fire extinguishers or any additional prevention equipment is required by any local, State, or Federal governmental authority, Tenant shall be responsible for the purchase, installation, upkeep, repair, recharging, and replacement of said equipment by a competent licensed individual or firm approved by Landlord and pursuant to plans approved by Landlord, and will keep the same in good working order.

29. FIRE AND OTHER CASUALTY. If the Demised Premises shall be damaged by fire or other casualty, Landlord shall elect either: (a) upon written notice delivered to Tenant within thirty (30) days following the date Landlord is notified of or becomes aware of such damage, to terminate this Lease, effective as of the date of Landlord's notice of termination, or (b) if Landlord does not elect to terminate this Lease under (a) above, to repair, restore or rehabilitate the Demised Premises (exclusive of Tenant's inventory, trade fixtures, furnishing and equipment, which Tenant shall be responsible to repair or replace at its cost) at Landlord's expense, such repair to commence no later than ninety (90) days after the date of Landlord's election to repair the damage, subject to delays permitted hereof [force majeure], and with Landlord to diligently prosecute completion of repairs thereafter. In the event Landlord elects (b) above, this Lease shall not terminate, but Guaranteed Annual Minimum Rent shall abate on a per diem basis while the Demised Premises shall remain untenable, if Tenant is unable to occupy the entire Premises for the purposes permitted herein, and in fact does not operate in the Premises. If Landlord elects to so repair, restore or rehabilitate the Demised Premises, but shall fail to substantially complete the same within One Hundred Eighty (180) days after commencement of repairs, (due allowance being made for delay due to practical impossibility and force majeure as provide in Paragraph 58(m) hereof), either Landlord or Tenant, by written notice to the other given within fifteen (15) days next following the last day of said One Hundred Eighty (180) day period, may terminate this Lease, effective as of the date of such notice. There is no pylon or street signage available.

In the event of any termination of this Lease pursuant to this Paragraph, Guaranteed

Annual Minimum Rent reserved hereunder shall be apportioned on a per diem basis and paid to the date of such termination, and Percentage Rental, if any, shall be paid to the date of termination. The right of termination herein provided is separate and independent of any other provisions of the Lease relative to termination.

30. INSURANCE. Tenant, during the Term hereof, at its sole cost and expense, shall keep all furniture, fixtures, and equipment, whether supplied or owned by Tenant or by Landlord, and in addition, all window and door glass forming a part of the Demised Premises, including but not limited to, plate glass, insured to the full extent of its insurable value against loss or damage by fire with extended coverage, and Landlord shall have no obligation to insure the foregoing or any liability to replace or repair same. In the event that during the Term hereof as the result of any act or neglect of Tenant, its invitees, agents, employees or representatives, or the nature of the business conducted in or at the Demised Premises, the fire insurance rate upon the Demised Premises or the Building or the Shopping Center shall be increased over the rate existing as of the date hereof, Tenant, on demand, shall pay to Landlord, as additional rent, a sum equal to any increase in the cost of such insurance.

Tenant shall defend and save Landlord harmless from and against any and all claims from damage or injury, including death, to the property or person of anyone resulting from or arising out of the use of the Demised Premises by Tenant, the conduct of Tenant's business or any act of Tenant, its agents, employees or invitees. Tenant, at its sole cost and expense, at all times shall maintain and keep in force insurance, with an insurance company licensed to operate in North Carolina and otherwise reasonably acceptable to Landlord, which shall protect Landlord from and against any such claim, which insurance shall be in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit with such insurance coverage amount to be increased every three (3) years to such an amount as Landlord, in its discretion, determines is necessary to maintain the present value of such coverage as of the Effective Date hereof. On or before the date Landlord delivers possession of the Premises to Tenant, and at all times thereafter, Tenant will provide Landlord proof of insurance coverage in force in the form of a memorandum or certificate or other written evidence prepared and forwarded by the insurance company or its agent, showing Landlord as an additional insured under such insurance policies. Tenant further covenants and agrees that it will protect, save and keep the Landlord harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, occasioned by the act or omission of Tenant. All policies required of Tenant hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days' prior written notice thereof to Landlord.

Landlord and Tenant hereby release each other, and their respective officers, representative, agents, contractors, and employees, from any claim for damage and/or injury to the Demised Premises, the Shopping Center, and the improvements, fixtures, and personal property located thereon to the extent covered by insurance policies then in effect. Landlord and Tenant shall cause any fire insurance or property damage insurance it carries to be written so as to include an endorsement of the foregoing waivers by the insurer and to effect a waiver of all rights of recovery by means of subrogation by the insurer in connection with losses or damages covered by the foregoing waivers by Landlord and Tenant.

Tenant may carry any insurance required under this Lease in the form of a so-called "blanket" policy or policies of insurance covering the Demised Premises along with other locations of Tenant, provided the applicable insurance requirements of this Lease are otherwise met, and the amount of coverage available under such policy is not thereby reduced.

Tenant shall pay to Landlord, as additional rent, Tenant's pro rata share of insurance premiums for Landlord's liability and fire and extended coverage insurance on the Shopping Center of which the Demised Premises are a part, including rent loss or abatement coverage, payable monthly in advance as provided below. For purposes of this Paragraph, "Tenant's pro rata share" shall be that percentage which is determined by dividing the Gross Leasable Square Footage of all buildings in the Shopping Center then under lease into the GLSF of the Demised Premises. Tenant's prorata share of such insurance costs for the first Lease Year of the Term of this Lease shall be Twenty-Two Dollars and 80/100 (\$22.80) per month, payable in advance on the first day of each month. Pro rated on the basis of the total number of days of occupancy during either such month. In the event that Tenant's actual pro rata share of Landlord's actual costs incurred for the above referenced insurance in any Lease Year exceeds the amount Tenant has paid for such year in advance in accordance with the preceding paragraph, then Landlord shall make an adjustment for said charges on a calendar year basis when the actual costs have been determined, and Tenant shall thereafter pay such adjusted amount monthly in advance as provided above, subject to further adjustments.

31. INDEMNITY. Except as specifically provided in this Lease, and to the fullest extent permitted by law, Tenant shall defend, indemnify and save Landlord harmless from all liens, claims, liabilities, demands or causes of action, including reasonable expenses incidental thereto, for injury to or death of any person and damage to any property arising within the Premises or elsewhere in the Shopping Center, and related to the use of the Demised Premises and its facilities, or any repairs, alterations or improvements (including original construction of the Building, the Premises, and any improvements and fixtures constructed or installed by Tenant) which Tenant may make or cause to be made with respect to the Demised Premises, or caused by the negligent acts or omissions of Tenant or any employee or agent of Tenant. Tenant shall in all cases accept any tender of the defense of any action or proceeding covered by this indemnity in which Landlord is named or made a party and shall, notwithstanding any allegations of negligence or misconduct on the part of Landlord, and will defend Landlord as provided herein. This obligation to indemnity shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by Landlord.

Landlord shall indemnify, protect, defend and hold Tenant harmless from and against any and all liability, claims, damages, losses and expenses of any nature, including reasonable attorneys' fees, arising out of or related to the negligence of Landlord and/or Landlord's agents, representatives, contractors or employees.

The liability of either party to the other as set forth above shall not extend to any matter against which the party seeking indemnity shall be effectively protected by insurance, provided that, if any such liability shall exceed the amount of the effective and collectible insurance in question, the liability of the indemnifying party shall apply to such excess.

32. USE OF NAME AND PICTURES OF PREMISES - BUILDING OR SHOPPING CENTER. Tenant shall not use, nor permit others on its behalf to use, the name of the Shopping Center for any purposes other than as the address of the business to be conducted in or at the Demised Premises or to use any picture or likeness of the Demised Premises, the Building, or the Shopping Center or any part of any of the same in any advertisement, notice, correspondence or other type of announcement or communication without the prior written consent of Landlord, such consent shall not be unreasonably withheld. Tenant shall not have nor acquire any property right or interest in or to any name or distinctive designation which may become identified or associated with the business to be conducted in or at the Demised Premises if such name or distinctive designation shall contain, as a part thereof, the name or any reference to the Demised Premises, the Building, the Shopping Center or any part or combination of parts of any of the same. All property rights or rights of use of such name or distinctive designation shall be and will remain the property of the Landlord. Tenant understands and agrees that the use of the name and location of the Shopping Center corporation name or business name or the use or display of such in any sign or visual or verbal, is a privilege which may be granted solely by Landlord in its discretion.

33. ALTERATIONS. Except as expressly provided below, Tenant may from time to time make interior, non-structural alterations to the Demised Premises reasonably necessary for the business conducted in or at the Demised Premises, provided such alterations shall be made at the expense of Tenant and under the supervision of Landlord, and provided Tenant first obtains Landlord's consent to such alterations, which consent will not be unreasonably withheld, conditioned or delayed. Should Tenant make such alterations to the Demised Premises or wish to add additional equipment and/or lighting, or should Tenant alter or change its method of doing business, the result of which necessitates the addition of or the alteration of the heating and/or air conditioning system within the Demised Premises, or necessitates the installation of additional electrical circuits or the relocation of any existing electrical conduits within the Demised Premises, then Landlord may elect to make such alterations, or may permit Tenant to make such alterations, with Tenant in either case to bear the full cost of such additions, changes or alterations.

Any provision of this Paragraph 33 or any other provision of this Lease to the contrary notwithstanding, Tenant shall have the right to perform from time to time, on prior written notice to Landlord, nonstructural improvements, alterations, additions, painting and/or decorating to the interior of the Demised Premises, the cost of which does not exceed Five Thousand Dollars (\$5,000) in any single instance.

34. EMINENT DOMAIN. In the event that the whole or any material part of the Demised Premises, as determined by Landlord, shall be taken by any public authority under the power of Eminent Domain, or like power, or sold under threat of eminent domain, then this Lease shall terminate as to the part of the Demised Premises so taken, effective as of the date possession thereof is delivered to the condemning authority or transferee. All damages awarded for the taking of the Demised Premises, or any part thereof, shall be payable in the full amount thereof to and the same shall be the property of Landlord, including but not limited to, any sum paid or payable as compensation for the loss of value of the leasehold or loss of the fee of any part of the Demised Premises. Tenant shall be entitled only to that portion of any award expressly stated to have been made to Tenant for loss of business and loss of value and the cost of removal of stock, furniture and fixtures owned by Tenant; and, the foregoing notwithstanding Landlord shall be entitled to

any award attributable to the value of any permanent leasehold improvements. If this Lease is not terminated as provided above, following any partial taking of the Demised Premises, Landlord at its expenses shall with reasonable diligence restore the remaining portion of the Demised Premises to an architecturally and functionally complete unit.

35. ASSIGNMENT AND SUBLETTING. Tenant shall not sell, assign, mortgage, pledge, sublet or in any manner transfer this Lease, or any interest therein, or agree to do so without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Landlord may withhold its consent for any of the following reasons, and such withholding shall be deemed reasonable: (i) any use which would violate an exclusive use or other prohibited or restricted use pursuant to any agreement between Landlord and any other tenant or occupant of the Shopping Center in effect as of such date, (ii) incompatibility of the proposed use with Landlord's desired tenant mix in the Shopping Center, (iii) financial inadequacy of the proposed sub-lessee or assignee, (iv) any non-retail use or retail use not typically found in similar first class shopping centers, (v) the proposed transferee does not have at least 5 years recent experience successfully operating the same or similar business as the proposed use, (vi) a proposed use or user which would cause a diminution in the reputation of the Shopping Center or the other businesses therein, (vii) a proposed use or user whose impact on the Common Areas or other tenants would be disadvantageous, (viii) if an Event of Default then exists under the Lease. Tenant shall not permit any transfer of or lien upon this Lease, or any interest therein, by operation of the law without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned. Consent by Landlord to one assignment of this Lease, or to one subletting of the Demised Premises, shall not be a waiver of Landlord's rights under this Paragraph as to any subsequent assignment, subletting or such use or occupancy, nor shall any such consent relieve Tenant of any of its obligations under the provisions of the Lease. Landlord shall have the absolute right to assign this Lease, along with the transfer of the Shopping Center, to a party who agrees in writing to assume Landlord's obligations hereunder.

Anything to the contrary contained in this Paragraph 35 or any other provision of this Lease notwithstanding, none of the following transactions (or any situation resulting therefrom) shall constitute an assignment for purposes of this Paragraph 35 or be prohibited or require Landlord's consent:

(i) The issuance of additional Voting Equity for consideration, any sale or transfer of Voting Equity in connection with a public offering of Voting Equity or securities convertible into Voting Equity, and any subsequent sale, exchange, conversion or transfer of Voting Equity or securities convertible into Voting Equity. For this purpose, "Voting Equity" means the voting capital stock or other voting equity interests of Tenant and voting capital stock or other voting equity interest of a person or an entity which owns directly or indirectly or indirectly fifty percent (50%) or more of Tenant's voting power.

(ii) The transfer and/or assignment of this Lease, or the sublease of the Demised Premises, to a person or an entity which after such transfer (a) owns directly or indirectly fifty percent (50%) or more of Tenant's capital stock or other equity interest, or voting power ("Tenant's Parent"); or (b) has fifty percent (50%) or more of its capital stock or other equity interests or voting power owned directly or indirectly by Tenant or Tenant's Parent.

(iii) Any of the following events, and transfer and/or assignment of this Lease, to the successor, survivor, or purchaser in or other party to such transaction:

a. The acquisition (through an acquisition, exchange, or any other method) of the capital stock, other equity interests or voting power ("Equity") of any person or entity which results in a change in the voting power of Tenant.

b. The acquisition (through an acquisition, exchange, or any other method) of the Equity of a subsidiary of Tenant.

c. A merger, consolidation or other reorganization to which Tenant, Tenant's Parent, or Tenant's subsidiary is a party.

d. The acquisition of all or substantially all of the assets of Tenant or Tenant's Parent by a person or an entity.

e. The acquisition of all or substantially all of the assets of an entire geographic unit, division or subsidiary of Tenant (but comprised of the assets of at least two store locations), which includes the Demised Premises, by a person or an entity.

Any event set forth in paragraphs (ii) and (iii) above shall be subject to the following conditions: (x) Tenant and its successor, survivor or purchaser in or other party to the transaction shall remain fully liable under this Lease; (y) all the terms, covenants and conditions of this Lease shall remain in full force and effect and be binding on such transferee or successor; and (z) the acquiring entity, and/or Tenant in the event Tenant survives the transaction, shall have, in the aggregate in Landlord's reasonable business judgment, a net worth sufficient to operate a successful business in the manner and quality required by this Lease.

36. OPTION TO RENEW. Tenant shall have the right, to be exercised as hereinafter provided, to renew the term of this Lease for two (2) additional terms of three (3) years on the following terms and conditions:

1. No default is existing or continuing in the performance of any of the terms of this Lease;

2. The renewal terms shall be on the same terms, covenants and conditions as provided in this Lease except for the rental during the renewal term, Tenant shall exercise its right to renew in the following manner:

(i) At least ninety (90) days prior to the expiration of the initial term, Tenant shall notify Landlord in writing of its election to exercise a right to renew the term of this Lease for the renewal term.

(ii) On the giving of such notice of election and the attachment of a rent schedule as described above, this Lease, subject to the terms of this provision, shall be deemed to be renewed for a period of three (3) years from the date of the expiration of the term during which such notice is given without the execution of any further lease or instrument.

37. HOLDING OVER. In the event Tenant remains in possession of the Demised Premises after the expiration of the Term hereof, without the exercise of an option to renew, if any, Tenant thereby shall not thereby acquire any right, title or interest in or to the Demised Premises, but such holdover shall constitute a tenancy from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same shall then be applicable to such tenancy, with the exception that the monthly rent to be paid during such tenancy (in addition to all items of additional rent due hereunder) shall be 125% of the monthly Guaranteed Annual Minimum Rent payable by Tenant at the end of the immediately preceding Term.

In the event Tenant is in possession of the Demised Premises in a holding over status as provided above, and should either party wish to terminate such tenancy, said party will give thirty (30) days' advance written notice to the other. If Tenant fails to vacate the Demised Premises on or before the date such holdover tenancy ends, Tenant shall be obligated to pay, for the period Tenant remains in possession of the Demised Premises, in addition to all additional rent and other charges, Minimum rent equal to 200% of the Guaranteed Annual Minimum Rent payable hereunder immediately prior to the end of the Term hereof.

38. DEFAULT. The happening of any of the following events shall constitute an "Event of Default" hereunder on the part of Tenant:

(a) Tenant as bankrupt, whether a voluntary or involuntary filing, under any bankruptcy law or act (and in the case of an involuntary filing only, which filing is not vacated within sixty (60) days after the filing thereof);

(b) The commencement in any court or tribunal of any proceeding, whether voluntary or involuntary, to declare Tenant insolvent or unable to pay its debts (and which, in the case of an involuntary action only, is not be vacated within sixty (60) days after the commencement thereof);

(c) Tenant fails to timely pay when due any installment of Guaranteed Annual Minimum Rent, additional rent, or any charges payable under this Lease, and such failure continues for a period often (10) days after Landlord gives written notice of such nonpayment (provided that for the second and each subsequent late payment each calendar year, no such notice from Landlord shall be required);

(d) The failure of Tenant to fully and promptly perform any other obligation of Tenant hereunder, and such failure continues for more than thirty (30) days following Landlord's written notice to Tenant of such failure (provided if the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, no Event of Default shall exist if Tenant commences cure within such 30-day period and thereafter diligently and continuously prosecutes cure to completion);

(e) The appointment by any court under any law of a receiver, trustee, or other custodian of the property, assets or business of Tenant, which appointment shall not be vacated within sixty (60) days of such appointment; or

(f) The assignment by Tenant of all or any part of its property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

(g) Tenant closes the Premises for business to the general public or abandons or vacates the Premises except for renovations. Tenant shall have the one time right to close during the option term for a period of no longer than forty five (45) days for remodeling and renovations.

39. LANDLORD'S REMEDIES FOR DEFAULT. Upon the occurrence of any Event of Default, Landlord may elect any or all of the following remedies, in addition to its other remedies at law or in equity: (a) terminate this Lease, (b) terminate Tenant's right to possession and occupancy of the Premises without terminating this Lease Agreement, and (c) cure Tenant's default for the account and at the expense of Tenant, and collect from Tenant upon demand the cost of curing Tenant's default. Tenant hereby grants to Landlord full and free license to enter into and upon the Demised Premises upon the occurrence of an Event of Default, and following process of law, to repossess the Demised Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying the Demised Premises and to remove therefrom any and all property. Landlord may use for such purpose such force as may be necessary without being guilty of or liable for trespass, eviction or forcible entry and without relinquishing Landlord's right to collect rent due hereunder or any other right given to Landlord hereunder or by operation of law. Except as otherwise expressly provided in this Lease, Tenant hereby expressly waives the service of any demand for the payment of rent or for possession of the Demised Premises or to re-enter the Demised Premises, including any and every form of demand and notice prescribed by any statute or other law. Tenant expressly waives any rights which are or may be conferred upon Tenant by any present or future law to redeem the premises in any action for eviction under provision of law.

If Landlord shall elect to terminate this Lease for an Event of Default, Landlord upon such termination shall be entitled to recover from Tenant, in addition to all costs of recovering the Premises, terminating the Lease, all unpaid charges and rents to the date of termination, damages in an amount equal to the then current value of the Guaranteed Annual Minimum Rent that would have been payable hereunder for the remainder of the Term, but for the termination of the Lease, plus all items of additional rent that would have been due hereunder for the remainder of the Term based on the amount of such monthly payments payable by Tenant for such items during the Lease Year in which the Lease was terminated, less the amount of such loss which Tenant proves could reasonably be avoided.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating this Lease, Landlord at its option may enter into the Demised Premises, remove Tenant's property and other evidence of tenancy and take and hold possessions thereof without such entry and possession terminating the Term of this Lease or otherwise releasing Tenant in whole or in part from its obligation to pay the rent herein reserved for the full Term hereof. In any such case, Landlord may elect (a) for Tenant thereupon to pay to Landlord, in addition to all costs incurred by Landlord to obtain possession of the Premises, attorneys fees of Landlord, and all costs incurred in making repairs to the Premises and alterations necessary to relet the Premises and all unpaid rents and other charges to date, a sum equal to the present value of the entire amount of the Guaranteed Annual Minimum Rent, additional rent and other charges payable for the remainder

of the Term as provided above, less the amount of such damages that Tenant proves could reasonably be avoided, or (b) Landlord at its option may elect to collect from Tenant monthly on demand all rents and other charges due hereunder, after applying any rents received on any reletting to the payment of any unpaid rents and additional charges due from Tenant hereunder, and Landlord's other costs and expenses incurred in obtaining possession of the Premises and making repairs and alterations to the Premises, and all attorneys fees incurred, and the balance, if any, to rents due hereunder. Upon and after entry into possession without terminating this Lease, Landlord shall use reasonable efforts to relet the Demised Premises or any part thereof for the account of Tenant for such rent, and for such time and upon such terms as Landlord, in its sole discretion, shall determine. Tenant agrees that Landlord need not give preference in reletting the Premises over any other space in the Shopping Center which Landlord may be attempting to lease. In the event of (b) above, if the rent collected from such reletting is more than sufficient to pay the full amount of the rent reserved hereunder together with the aforementioned costs, Landlord, at the end of the Term hereof, shall apply any surplus to the extent thereof to the discharge of any obligation of Tenant to Landlord under the terms of this Lease. Tenant agrees that the rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and that no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

40. LANDLORD'S DEFAULT. Landlord shall not have committed an "Event of Default" under this Lease unless Tenant shall have notified Landlord in writing of Landlord's failure to perform an obligation hereunder and Landlord shall fail to cure the same within thirty (30) days after receipt of Tenant's notice of Landlord's default (or if such failure cannot be cured within thirty (30) days, then if Landlord shall fail to commence to cure the same within such thirty (30) day period and thereafter diligently prosecute such cure to completion). Tenant shall have all remedies at law or in equity available to Tenant for Landlord's Event of Default if not in conflict with the provisions of this Lease. In the event Tenant makes any claim or asserts any cause of action against Landlord: (a) Tenant's sole and exclusive remedy shall be against the current rents, issues, profits and other income Landlord receives from Landlord's operation of the Shopping Center, net of all current operating expenses, liabilities, reserves and debt service associated with said operation ("Net Income" for purposes of this Section only), and subject to the rights of Landlord's mortgagees; (b) no other real, personal or mixed property of Landlord, or any officers, directors, trustees, employees, partners, members or agents or property managers of Landlord, wherever located, shall be subject to levy on any judgment obtained against Landlord. The limitations set forth in this Section shall be enforceable by Landlord and/or by any partner, trustee, officer, director, member, employee, agent or property manager of Landlord.

41. WAIVER OF DEFAULT. No waiver by the parties hereto of any Event of Default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any subsequent Event of Default or breach of the same or any other term, condition or covenant contained herein.

42. MERCHANTS ASSOCIATION. In the event there has been established an association of the merchants engaged in business in the Shopping Center, Tenant agrees that it shall maintain for the duration of this Lease, membership in said association and shall pay the annual dues and any assessments and charges thereof as voted by the members thereof Tenant shall conduct and

operate its said business in a manner in keeping with the dignity and reputation of the Shopping Center and will make all reasonable efforts to work harmoniously with other merchants in the Shopping Center,

43. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal and agent or of partnership or joint venture, and the relationship between them shall be that only of Landlord and Tenant.

44. NOTICE. All notices required or permitted to be given by this Lease shall be deemed to be properly given if delivered in writing or personally or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, to Landlord or Tenant, as the case may be, at the address given below or to such other address as may be furnished by either party to the other in writing in accordance with the terms hereof Notice shall be deemed given on the third day following deposit in accordance with the foregoing requirements, or on the day after depositing in] overnight mail in the United States Mail or recognized national express delivery service, or on the date of actual receipt, if personally delivered.

TO LANDLORD: GCMMB, LLC.
2709 Thorngrove Ct.
Fayetteville, NC 28303

TO TENANT: Fort Wagg
c/o Kathryn Stenier Allen
24 Hublers Ave.
Cameron, NC 28326

TO TENANT: Fort Wagg
c/o Kathryn Stenier Allen
169 Mittie Haddock Drive
Cameron, NC 28326

45. COVENANT OF NONDISTURBANCE AND QUIET POSSESSION. Landlord covenants that it is solely vested with fee simple title to the Premises and the Shopping Center and has good right to lease the Premises to Tenant. Landlord covenants to keep Tenant in quiet possession of the Premises during the Term of this Lease, provided Tenant is not in default under this Lease.

46. SURRENDER OF PREMISES. At the termination or expiration of this Lease, Tenant will surrender the Demised Premises to Landlord "broom clean", in good order and condition, reasonable wear and tear accepted, and will surrender the keys thereof to Landlord or his agent.

47. SUCCESSOR. Subject to the terms of Paragraph 37 hereof this Lease shall inure to the benefit of and bind the parties hereto, their heirs, legal representatives, successors and assigns. Wherever used herein, and as the context may require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

48. SECURITY. While this Lease is in effect, Tenant will participate in, and cannot resign from participation in, any security program now in effect or which may be instituted to protect the safety of persons and property in the Shopping Center. The security program is or will be established and operated by the merchants of the Shopping Center and other merchants in the immediate area, acting as a committee of the whole. The participation in this security program becomes effective upon the Effective Date of this Lease, or upon the commencement of the security program, whichever is later.

49. LEASE MODIFICATIONS. Tenant agrees to execute reasonable Lease modifications if in connection with financing by Landlord of the Shopping Center, a banking, insurance, or other recognized institutional lender shall request such reasonable modifications of this Lease as a condition to such financing. Tenant will not unreasonably withhold, delay or defer its consent to such modifications, provided that such Lease modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created.

If Tenant fails to execute and deliver any documents as and when required above, such failure will constitute an Event of Default under this Lease, entitling Landlord to the same rights and remedies as if such default were with respect to non-payment of Guaranteed Annual. Minimum Rent.

50. SUBORDINATION. This Lease is and shall be subject and subordinate in all respects to any deed of trust or mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof now or hereafter placed on or against or affecting the Shopping Center or any part thereof or Landlord's interest or estate therein. This paragraph shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant agrees to promptly execute and deliver any instrument that Landlord or the Trustee or holder of any such lien or any of their respective successors in interest may request to evidence such subordination, and Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument on behalf of Tenant, should Tenant refuse or fail to do so after request.

Tenant is notified of Landlord's assignment of this Lease as security for a mortgage loan and of the name and address of the holder of such mortgage or deed of trust, Tenant shall not terminate or cancel this Lease for any default on the part of the Landlord or pursue any other remedy hereunder or at law or in equity for any Landlord default hereunder without first: (a) giving notice of its intention to do so to the holder of such mortgage or deed of trust, the notice to describe in reasonable detail the nature and extent of the default, and (b) affording the holder of such mortgage or deed of trust a reasonable opportunity to perform, but such holder shall be under no duty to perform, on behalf of Landlord its obligations under this Lease, including such time as may be necessary for the holder to legally obtain possession of the property from Landlord, if the holder deems that possession is required in order to effectuate such cure.

51. ATTORNTMENT. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or Deed of Trust made by Landlord covering the Premises or the Shopping Center or any portion thereof, or should any underlying

lease in which Landlord is the tenant be terminated, Tenant shall atom to the holder, purchaser or underlying landlord under such underlying lease upon any foreclosure, sale or lease termination, provided that the purchaser or underlying landlord shall be obligated to acquire and accept the Premises subject to this Lease.

52. ESTOPPEL CERTIFICATES. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of one to the other made from time to time (or from any lender or prospective lender of Landlord to Tenant at any time and from time to time), will promptly finish a written statement to the requesting party concerning the status of any factual matter pertaining to this Lease.

Without limiting the generality of the foregoing, Tenant specifically agrees, within 15 days following the Rent Commencement Date, to execute a written confirmation in the form of Exhibit G hereto, of the date of Landlord's delivery of possession of the Premises to Tenant hereunder, the Rent Commencement Date, and the date of the commencement of the Initial Term hereof and of the expiration of the Initial Term hereof without limiting the foregoing, at any time within ten (10) days after such request is made, Tenant shall execute, acknowledge and deliver to Landlord or to any prospective or actual lender of Landlord a certificate, in the form of Exhibit F hereto, evidencing: (a) whether this Lease is in full force and effect; (b) whether this Lease has been amended in any way; (c) whether there are any existing defaults hereunder to the knowledge of Tenant and specifying the nature of such details, if any; (d) the date to which rent has been paid; and (e) any other factual matters relating to the Lease or the Premises which Landlord or its lender may request.

53. CAPTIONS. Any headings or captions preceding the text of the several articles and paragraphs hereof are inserted solely for convenience and reference and shall not constitute a substantive part of this Lease, nor shall they affect its meaning, construction or effect.

54. ATTORNEYS' FEES. In the event of any action or dispute between Landlord and Tenant arising out of this Lease, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees incurred in bringing or defending such action and/or enforcing any judgment granted therein.

55. BROKERAGE COMMISSIONS AND FINDERS FEES. Each of the parties represents and warrants that it has engaged no broker or finder and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation, the cost of attorney's fees in connection therewith).

56. INTENTIONALLY OMITTED.

57. EXHIBITS. All Exhibits referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copies at full length herein. The Exhibits attached hereto are listed as follows:

Exhibit A	Legal Description
Exhibit B	Site Plan
Exhibit C	Tenant's Upfit Requirements
Exhibit D	Landlords Work
Exhibit E	Sign Criteria
Exhibit F	Hazardous Waste Certificate
Exhibit G	Existing Tenants, Leases and Restrictions

58. INTENTIONALLY OMITTED

59. MISCELLANEOUS.

(a) Time is of the essence of this Lease and each and every of its provisions in which performance is a factor.

(b) If there be more than one person or entity executing this Lease as Tenant, the obligations hereunder imposed amongst and between such persons or entities shall be joint and several.

(c) Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof in the form of Exhibit may be recorded at the request of Landlord, and if so requested Tenant shall execute such memorandum in recordable form.

(d) This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease, will alter the covenants, agreements and undertakings herein set forth. This Lease shall not be modified in any manner, except by an instrument in writing executed by all parties.

(e) If any term or provision of this Lease or the application thereof to any person or circumstance 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 enforced to the fullest extent permitted by law. The terms and provisions of this Lease shall not be construed against or in favor of a party hereto merely because such party or its counsel is the draftsman of this Lease.

(f) All of the terms and words used in this Lease, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

(g) Any reference contained in this Lease to the "Effective Date" or similar terms shall

mean the last date on which any party required to execute or initial this Lease does so, and such date shall be set forth in the first paragraph of this Lease where indicated; provided, however, if; within three (3) business days of the Effective Date, a fully-executed original of this Lease is not received by any other party that was not the last to execute or initial this Lease, the Effective Date shall be extended to the date on which all such other parties are in actual receipt of a fully-executed original of this Lease.

(h) Tenant and Landlord each warrant and represent that the party signing this Lease on behalf of each has authority to enter into this Lease and to bind Tenant and Landlord, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all corporate resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

(i) This Lease shall be governed by and construed and enforced in accordance with the internal substantive laws (but not the rules governing conflicts of laws) of the state in which the Premises is located.

(j) When used herein, the terms "including" and "includes" and similar words or phrases shall be deemed to be terms of illustration only and not limitation. As used in this Lease, the words "hereof;" "herein" "hereunder" and words of similar import shall mean and refer to this entire Lease and not to any particular article or paragraph of this Lease, unless the context clearly indicates otherwise.

(k) This Lease may be executed in counterparts, in either original typed instruments or reproductions thereof; but all counterparts shall constitute one and the same instrument.

(l) All obligations of Landlord or Tenant which by their nature involve performance in any particular after the end of the Term, or which cannot be ascertained to have been fully performed until after the end of the Term, shall survive the expiration or sooner termination of the Term.

(m) Except as may otherwise be expressly provided to the contrary herein, Landlord and Tenant shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include all labor disputes, civil disturbance, war, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, inability to obtain any material or service or acts of God. Notwithstanding the foregoing, nothing contained in this paragraph shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease.

(n) In the event either party hereto fails to pay any sum due under this Lease on or before the due date specified in this Lease, such past due amount shall accrue, and the failing party shall be liable for, interest from the original due date until paid at an annual rate equal to the lesser of (i) the prime rate then published in the Wall Street Journal plus three percent (3%) or (ii) the maximum rate permitted by law.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal as of the day and year first above written.

WITNESS

Cindy McSaffie

LANDLORD:
GCMMB, LLC.

By: Brian L. Armstrong

Brian L. Armstrong
Its: Vice President

WITNESS

Cindy McSaffie

TENANT:
Fort Wagg LLC.

By: Kathryn Steiner Allen

Kathryn Steiner Allen
Its: Manager

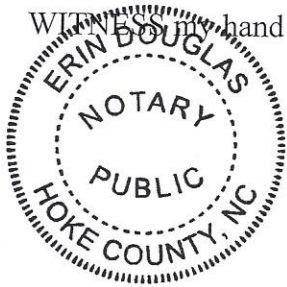
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STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Erin Douglas, a Notary Public of ^{Hoke} said County and State do hereby certify that Brian L. Armstrong personally came before me this day and acknowledged that he is a Vice President of GCMMB, LLC., a North Carolina Limited Liability Company, and that by authority duly given and as the act of the LLC., the foregoing instrument was signed in its name by its Vice President.

WITNESS my hand and Notarial Seal, this 23 day of October, 2019.



Erin Douglas
Notary Public

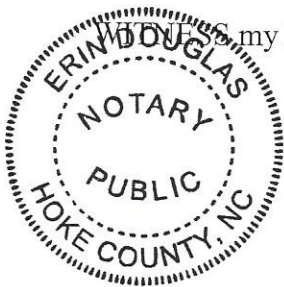
My Commission Expires: May 2, 2023

STATE OF North Carolina

COUNTY OF Cumberland

I, Erin Douglas, a Notary Public of ^{Hoke} said County and State, certify that Kathryn Steiner Allen personally came before me this date and acknowledged that she is a Member/Manager of FORT WAGG, LLC., a North Carolina Limited Liability Company, and that by authority duly given and as the act of the LLC., the foregoing instrument was signed in its name by its Manager.

WITNESS my hand and Notarial Seal this 23 day of October, 2019.



Erin Douglas
Notary Public

My Commission Expires: May 2, 2023

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

Exhibit "A"

LEGAL DESCRIPTION

SPOUT SPRINGS PLAZA - TRACT "A"

COMMENCING, South 60 degrees 08 minutes 22 seconds East 692.62 feet from the northwest property corner of Lot 79 Enboock Village as recorded in Map Book 8, Page 17, Hamilt County Registry to the point and place of BEGINNING,

THENCE North 29 degrees 51 minutes 38 seconds East for a distance of 120.00 feet to a point;

THENCE South 60 degrees 08 minutes 22 seconds East for a distance of 179.73 feet to a point;

THENCE North 29 degrees 51 minutes 38 seconds East for a distance of 276.00 feet to a point;

THENCE South 60 degrees 08 minutes 22 seconds East for a distance of 331.91 feet to a point;

THENCE South 37 degrees 42 minutes 48 seconds East for a distance of 357.52 feet to a point in the western right of way margin of a proposed road;

THENCE South 52 degrees 17 minutes 12 seconds West for a distance of 226.15 feet along said western margin to a point;

THENCE along a curve to the left having a radius of 800.20 feet and an arc length of 287.05 feet, being subtended by a chord of South 40 degrees 33 minutes 49 seconds West for a distance of 283.32 feet along said western margin to a point;

THENCE North 14 degrees 23 minutes 28 seconds West for a distance of 41.87 feet to a point;

THENCE North 60 degrees 08 minutes 22 seconds West for a distance of 593.61 feet to a point;

THENCE South 74 degrees 51 minutes 38 seconds West for a distance of 42.43 feet to a point;

THENCE South 29 degrees 51 minutes 38 seconds West for a distance of 170.00 feet to a point in the proposed northern right of way margin of N.C. Hwy. 87;

THENCE North 60 degrees 08 minutes 22 seconds West for a distance of 60.00 feet along said northern margin to a point;

THENCE North 29 degrees 51 minutes 38 seconds East for a distance of 400.00 feet to a point;

THENCE South 60 degrees 08 minutes 22 seconds East for a distance of 10.00 feet to the point and place of BEGINNING,

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 9.31 acres more or less.

This description prepared by Larry King & Associates, R.L.S., P.A. on this 17th day of April, 1993.

EXHIBIT "B"

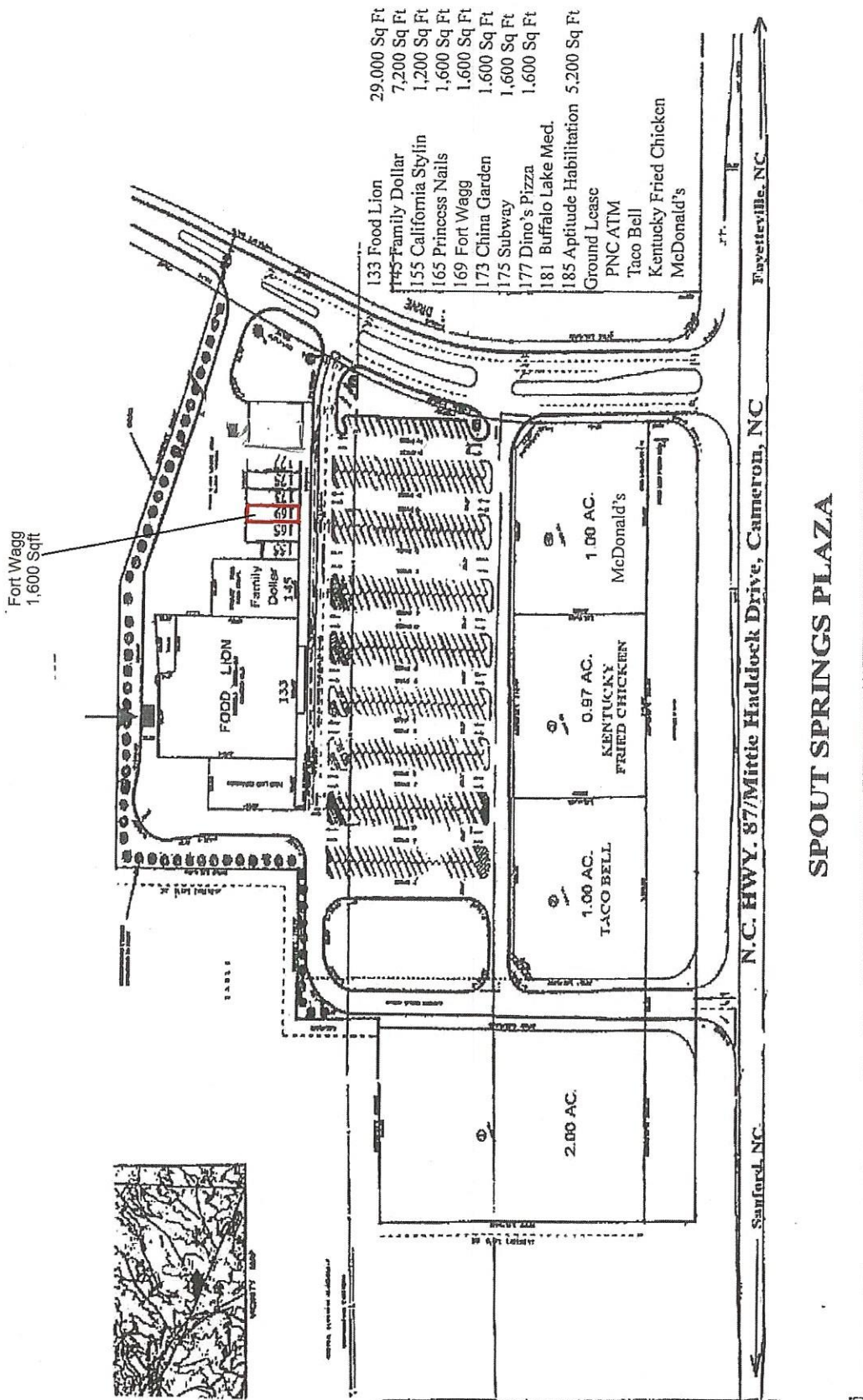


EXHIBIT C

TENANT'S WORK

- Tenant agrees to accept the Premises in its "As Is, Where Is" condition and agrees to perform all work necessary to operate its business. Landlords only obligation shall be whats listed in Exhibit D.

EXHIBIT D

LANDLORDS WORK

- Prior to the commencement of the Lease, Landlord agrees to have HVAC and Plumbing inspected and perform any repairs needed to make sure both are operating properly.

EXHIBIT E
SIGN CRITERIA

This criteria was designed and developed to create a totally coordinated, planned and aesthetically pleasing approach to the graphic image of each TENANT and thereby creating maximum visual effect for the center as a whole. The character, design, color and layout of all signs shall be subject to the LANDLORD's written approval, which approval shall not be unreasonably withheld.

TENANT, at his own expense, shall have one identification sign attached to the face of the building. The sign shall consist of internally lighted, individual channel letters installed on a raceway.

Before fabrications, three shop drawings prepared by the sign manufacturer must be submitted to the LANDLORD for approval. The exact wording and size must be indicated. No sign may be installed without the LANDLORD's prior written approval.

TENANT shall confine the contents of all its signs to the letters designated the name or logo.

Since the sign is considered the TENANT's property, the operating and maintenance costs are the TENANT's responsibility. Furthermore, upon vacating the premises, TENANT must remove sign at his own expense.

Additional signage, whether permanent or temporary, may be allowed solely at the LANDLORD's discretion. No sign may be installed without the LANDLORD's written approval.

No other types of signs will be allowed above TENANT's glass store front, The LANDLORD will consider additional signage below the top of the glass store front on a case-by-case basis. No sign may be installed without the LANDLORD's prior written approval.

All signage must conform to the Harnett County zoning ordinance and all UL requirements.

EXHIBIT F

HAZARDOUS WASTE CERTIFICATE

_____, 20__

(Name and Address of Landlord)

RE: That certain lease ("Lease") dated _____, 20__
between _____ ("Landlord"), and _____
("Tenant"), covering certain real property and improvements thereon
located in the County of _____ State of
_____ and more commonly known as
_____ (the "Premises"), as amended.

The undersigned, _____ a _____ as
Tenant under the above-captioned Lease hereby certifies to Landlord that, as of the date hereof,
there are not Hazardous Materials (as such term is defined in the Lease) in or about the Premises,
except as follows (if none, so state):

Tenant hereby acknowledges its continuing obligation under Paragraph 23 (Hazardous Materials Provisions) of the Lease, notwithstanding the expiration or other termination of the Lease term, to indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (as more fully set forth in said Paragraph 23) as a result of the presence of Hazardous Material brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees.

The undersigned understand that Landlord will be relying upon the statements of Tenant contained herein in Landlord's continued maintenance and operation of the Premises.

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT G

CURRENT TENANTS, LEASES, AND RESTRICTIONS

Tenant must abide by and adhere to the existing Tenants, Leases, and their restrictions. A list of existing Tenants, Leases, and their restrictions are listed below.

1. Food Lion-No other Tenant may sale bulk or packaged food items including, but not limited to, seafood, bakery items, meats, and alcohol.
2. Family Dollar – No other Tenant in the shopping center can operate as a variety discount store, discount department store, dollar store, liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Family Dollar in operation or merchandising.
3. California Stylin' – None
4. Princess Nails-tenant may operate a nail salon as primary use.
5. China Garden – No other Tenant in the shopping center can operate as a Chinese restaurant.
6. Subway – No other Tenant in the shopping center can sell primarily submarine sandwiches.
7. Dino's Pizza – No other Tenant in the shopping center can sell primarily pizza.
8. Buffalo Lake Medical-None
9. Aptitude-None
10. McDonalds – No other Tenant can sale Burgers as primary use.
11. Kentucky Fried Chicken – No other Tenant can derive more than 20% of their sales from chicken.
12. Taco Bell – No other tenant can sale Mexican food as primary use.