## **LEASE**

## 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. <u>PREMISES</u>. Landlord hereby lets and leases unto Tenant, and Tenant hereby leases from Landlord, the interior of a store space located in a building (the "<u>Building</u>") 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 155 Mittie Haddock Drive, Cameron, North Carolina 28326, and which contains 1,200 square feet +/- of Gross Leasable Square Footage, as defined in Paragraph 3 hereof as shown on Exhibit A attached hereto (the "<u>Demised Premises</u>").
- 2. <u>INITIAL TERM.</u> The initial term of thirty eight (38) months 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 or Tenant 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. <u>DEFINITIONS</u>. As used herein, except only where the context requires a different meaning, the word "<u>Premises</u>" shall mean and refer to the above described Demised Premises; "<u>Shopping Center</u>" 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; "<u>Gross Leasable Square Footage</u>" or "<u>GLSF</u>" shall be the square footage of the Demised Premises, measured from the middle of common walls and the exterior of outside walls. "<u>Lease Year</u>" 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 "<u>Effective Date</u>" 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

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

LANDLORD:

COMMILLE.

Its: Vice President

TENANT

m Ramon Kelly

THE BEST OF THIS PAGE LEFT INTENTIONALLY BLANK

## STATE OF NORTH CAROLINA

## COUNTY OF CUMBERLAND

I, Lin Douglas, a Notary Public of 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 Notoral Seal, this 5 day of 2000.
AUBLIC Notary Public
GRARL
Notary Public
My Commission Expires: May 2, 2023
MODEL TO DESCRIPTION OF THE PROPERTY OF THE PR
STATE OF North Carolina
error fleet versus has not it was all in training penalt and may? Televilles place if see
COUNTY OF Cumberland
I, Ein Dougles a Notary Public of said County and State, certify that Ramona Kelly personally came before me this date and acknowledged that she is herself.
WITNESS my hand and Notarial Seal this 5 day of may, 2020
Notary Public
12. 001
Notary Public