

# 1. Buffalo Lakes Commercial Lease

## 1.1 LEASE AGREEMENT

### LEASE AGREEMENT

1. PARTIES: This Lease Agreement (the "lease"), 05/03/2021, by and between WESTERN HARNETT DEVELOPMENT, LLC, a North Carolina Limited Liability Company with an address of 511 Highway 210 North, Spring Lake, North Carolina, 28390 ("Landlord"), and Ciprian M. Pufulete, John Poulos, PO Box 58296, Fayetteville, NC 28305-8296 ("Tenant").

### WITNESSETH:

2. PREMISES: Landlord leases to Tenant, and Tenant leases from Landlord for the term and upon the terms and conditions set forth in this lease,

25 Amarillo Ln  
Sanford, NC 27332

consisting of approximately 1200 square feet (the "Demised Premises") erected in Buffalo Lake Shopping Plaza (the "Shopping Center"), on a tract of land situated in the community of Buffalo Lake, County of Harnett, State of North Carolina, as described by metes and bounds in Exhibit B attached hereto and made a part hereof, and the said Demised premises being cross-hatched and marked "Shop \_\_\_" on the floor plan designated Exhibit A which is attached hereto and made a part hereof, together with the right of the non-exclusive use, in common with others, of all such automobile parking areas, driveways, footways and other facilities designated for common use, as may be provided by Landlord from time to time, subject, however, to the terms and conditions of this Lease and to such rules and regulations for the uses thereof, as may be prescribed by the Landlord from time to time.

### 3. POSSESSION.

a. Opening for Business. Tenant already doing business.

b. Plans and Specifications. Tenant agrees to submit to Landlord plans and specifications covering all work and installations which Tenant proposes to do in the Demised Premises, including, without limitation, interior store layout, fixtures, and décor. Such plans and specifications shall be prepared in such detail as Landlord may require, and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications in writing. Landlord agrees to act with reasonable promptness with respect to such plans and specifications.

c. Effect of Occupancy. By occupying the Demised Premises after the delivery of possession, to install fixtures, facilities, or equipment, or to perform finishing work or for any other purpose, Tenant shall be deemed to have accepted the same and to have acknowledged that the Demised Premises are in the conditions required by this Lease. Tenant specifically agrees, promptly upon the Commencement Date, as defined in this Lease, to notify the Landlord in writing of the commencement of the Term and to acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

### 4. Use and Operation

a. USE Tenant shall use and occupy the Demised Premises solely for the purpose of operation of a Orthotics. Tenant will not use the Demised Premises for, or carry on or permit upon the Demised Premises any offensive, noisy or dangerous trade, business, manufacture or occupation or any nuisance or anything against public policy, nor permit any adult entertainment, including, but not limited to nudity and topless staff, nor permit any auction sale to be held or conducted in or about the Demised Premises, and Tenant further agrees that the Demised Premises shall not be used or permitted to be used in whole or in part during the term of this Lease for any purpose or use in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto. Both Tenant and Landlord recognize and agree upon the importance of maximizing the availability of shopping center parking spaces for use by shopping center patrons. Furthermore, both Tenant and Landlord recognize and agree upon the importance of ensuring all fire lanes and rights of ways to, from, and about the shopping center area free from automobile congestion.

b. Restrictive Covenant. During the Term, as defined in this Lease, tenant shall not directly or indirectly, conduct any business within two (2) miles of the Demised Premises in competition with any business being conducted in the Demised Premises.

c. Operation. Tenant shall operate all of the Demised Premises with due diligence and efficiency so as to produce all of the Gross Receipts, as defined in this Lease, which may be produced by such manner of operation, unless prevented from doing so by causes beyond Tenant's control. Subject to inability by reason of strikes or labor disputes, and during the time Tenant shall be required to be open for business, Tenant shall carry on its business in the Demised Premises in such manner as shall be reasonably designed to produce the maximum return to Tenant. Tenant shall devote the maximum floor area of the Demised Premises to the conduct of its business and shall not use any portion of the Demised Premises for storage or other services, except for its operations in the Demised Premises.

5. TERM Initial term. The term of this Lease shall commence on 07/01/2021 and shall end (unless sooner terminated as hereinafter provided) at midnight on 12/31/2022 .

#### 6. FIXED RENT

a. RENT. During the Term, Tenant covenants and agrees to pay to Landlord an annual rental of \$21000.00 and shall be paid in twelve (12) equal monthly installments of \$1750.00 payable, without prior written demand, recoupment, or setoff, in equal monthly installments. Monthly installments shall be paid in advance on the first day of each calendar month.

b. Deposit. Landlord acknowledges receipt of \$2,000.00 deposit by Tenant as security for the full and faithful performance by Tenant of all the terms, covenants, and conditions of this Lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant without interest after the time fixed as the expiration of the Term and after delivery of possession of the Demised Premises to Landlord and inspection thereof by same; provided that Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant, and if Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term. In accordance with the aforementioned terms, Landlord shall return any outstanding portion of the Deposit due to Tenant no later than 30 days following the Inspection of the Demised Premises by Landlord at the end of the Term. Said inspection shall occur no later than 14 days following Tenant's surrender of the Demised Premises to Landlord. If Landlord shall fail to return any outstanding portion of the Deposit as required herein, Tenant shall send Landlord written notice ("The Notice") evidencing the fact that said funds are due Tenant. Upon receipt of The Notice, Landlord shall make any outstanding portion of the Deposit available to Tenant within Five (5) Monday through Friday business days from the time of receipt of The Notice.

c. Time and Place of Payment. Tenant will pay all rentals and other charges to Western Harnett Development, LLC, 511 Highway 210 North or P. O. Box 766, Spring Lake, NC 28390 or to such other person or corporation and at such other place as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing rental payment date. If Tenant shall fail to pay any monthly installment, or any additional rent as provided hereunder, by the fifth (5) day of the month in which such installment is due, a late charge equal to fifteen (15%) percent of the Monthly Rent shall be assessed and made payable to Landlord. Further, Tenant shall pay to Landlord a charge the greater of (i) Twenty-five Dollars (\$25.00) or (ii) the amount currently being charged by financial institutions as additional rent for any checks not honored by the institution upon which they are issued and thereafter Tenant shall pay the Rent and any additional rent or other sums due under this Lease only with money orders, bank, or certified checks.

#### 7. PERCENTAGE RENT. PARAGRAPH 7 INTENTIONALLY DELETED.

8. COMMON AREA RENT. For each Lease Year, Tenant shall pay to Landlord as additional rent a minimum charge of approximately \$2.50 per square foot of the total area of the Demised Premises for its estimated charge of Tenant's pro rata share of Operating Costs, Taxes, and Insurance, as defined in this Lease. Said estimated charge shall equal a sum of \$3000.00 and shall be paid in twelve (12) equal monthly installments of \$250.00 per month in advance on the first day of each calendar month (the "Common Rent"). The Common Rent is an estimated amount and Landlord reserves the right to adjust the monthly installments annually bringing the Common Rent to a true cost based upon the previous year's reconciliation.

Tenant's pro rata share of Operating Costs, Taxes and Insurance shall be ascertained by multiplying the total cost incurred by Landlord for Operating Costs, Taxes, and Insurance for each full calendar year, and proportionally for any part of a calendar year falling within the Term, by a fraction whose numerator is the gross leasable square footage in the Demised Premises and whose denominator is the gross leasable square footage of all the buildings in the Shopping Plaza. If Tenant's pro rata share of Operating Cost, Taxes and Insurance shall exceed the total amount theretofore paid by Tenant for such calendar year, then following the end of each calendar year during the Term, Landlord shall furnish a statement of the actual amount of Tenant's pro rata share of the Operating Costs, Taxes and Insurance, accompanied by a copy of the receipted tax statements, a copy of the insurance premium invoice, an accounting pertaining to Operating Costs, and a statement signed and certified by Landlord to be true and correct setting forth the total number of square feet of gross leasable square footage in the buildings of the Shopping Plaza as of that date. If the actual account of Tenant's pro rata share for such Operating Cost, Taxes and insurance shall exceed the total amount theretofore paid by Tenant for such calendar year, Tenant shall pay to Landlord, within thirty (30) days following receipt of Landlord's statement, the total amount as due thereon.

The Fixed Rent, Percentage Rent, Common Rent and any additional rent or charges due under this Lease may be referred to hereinafter collectively as the "Rent."

#### 9. COMMON FACILITIES.

a. Common Facilities Defined. All Facilities furnished in the Shopping Plaza and designed for the general use, in common, of occupants of the Shopping Plaza including but not limited to parking areas, fire sprinkler alarm, streets, sidewalks canopies, roadways, loading platforms (except for those installed by individual tenants), washrooms, shelters, ramps, landscaped areas and other similar facilities (the "Common Facilities"), shall at all times be subject to the exclusive control and management of Landlord; and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Facilities, to restrict parking by tenants and their employee parking areas, and to make all rules and regulations and to do such things from time to time as in Landlord's sole discretion may be necessary regarding such facilities.

b. Common Facilities Maintenance. Landlord shall supervise, maintain, light, and insure the Common Facilities of the Shopping Center, and shall keep all of the parking areas marked in appropriate lanes for convenient parking and cleaned and free of rubbish, waste, refuse and/or other debris including snow, and shall make all necessary repairs and replacements in and upon the parking lots and other Common Facilities so as to properly maintain and keep the same in good, serviceable and useful condition throughout the Term. Tenant shall pay to Landlord as additional rent its pro rata share, as set forth in Section 8 of this Lease, of Landlord expenses incurred in operating,

managing, insuring, and maintaining the Common Facilities pursuant to this Section, including, but not limited to, costs associated with promotional activities (including project advertising), costs associated with seasonal decorations, costs associated with security services, costs and expenses for personnel; compliance with federal, state or local laws, rules or regulations; the cost of all materials, supplies and services purchased or hired therefore; maintenance, repair and replacement of utility systems serving the Common Facilities; costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Common Facilities and personal property taxes and other charges (including, but not limited to, financing, leasing or rental costs) incurred in connection with such equipment; costs and expenses of repair or replacement of awnings, paving (including, but not limited to, parking lot resurfacing and pot hole repair), curbs, walkways, landscaping, drainage, pipes, ducts, conduits and similar items, lighting facilities, floor coverings, and the roof; costs and expense of planting, replanting, replacing and displaying flowers, shrubbery and planters; costs of providing light and power to the Common Facilities; costs of providing energy to heat, ventilate and air-condition the Common Facilities and the operation, maintenance, and repair of equipment required therefore; cost of water services and garbage/trash removal, if any, furnished by Landlord for the non-exclusive use of all tenants; and administrative costs attributable to the Common Facilities for on-site personnel and an overhead cost equal to fifteen percent (15%) of the total cost and expenses of operating and maintaining the common Facilities; and establish and maintaining reasonable reserves for the foregoing purposes (the "Operating Costs").

10. UTILITIES. After delivery of possession of the Demised Premises by the Landlord and during the Term, the Tenant shall pay for all electricity, heat, air conditioning, water, sewerage, janitor service, garbage disposal and other utilities or services required by it in the use of the Demised Premises. Landlord shall have no liability for failure to provide such heat, air conditioning or other utilities or services. Tenant agrees to operate its heating and air conditioning unit in the Demised Premises during all hours that Tenant's store is open for business.

11. TAXES. Landlord will pay in the first instance all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the Shopping Center where the Demised Premises are situated, including, but not limited to, real estate taxes, ad valorem taxes and assessments, general and special, taxes on real estate rental receipts, taxes on Landlord's gross receipts, or any other tax imposed upon or levied against real estate, or upon owners of real estate as such rather than persons generally, extraordinary as well as ordinary, foreseeable and unforeseeable, including taxes imposed on leasehold improvements which are assessed against Landlord, payable with respect to or allocable to the Shopping Center, including all land and all other buildings and improvements situated thereon, together with the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge, and all of Landlord's reasonable administrative costs in relation to the foregoing (the "Taxes").

Tenant shall pay the Landlord; Tenant's pro rata share of the Taxes as set forth in Section 8 of the Lease as additional rent. In the event that any tax or assessment other than real estate, public utility, school zone or poll tax is ever levied against the Shopping Center, the payment of any additional taxes or assessments, such as a rent tax or other tax shall be the sole responsibility of Tenant. The Tenant shall pay the same (before any fine, penalty, interest or costs may be added thereto for the nonpayment thereof) and shall pay any tax that may be levied, assessed or imposed upon the rent reserved hereunder by any governmental authority acting under any present or future law.

## 12. REPAIRS.

a. Repairs to be Made by Landlord. Landlord will keep the roof, exterior walls, structural columns, roof penetrations and structural floors which collectively enclose the Demised Premises, excepting any work done by Tenant and all doors, door frames, storefronts, windows and glass, in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs; and provided further, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or other persons using the Demised Premises with Tenant's consent, express or implied, Landlord may make such repair and, to the extent the cost of such repairs is not coverable by the policy of hazard insurance required to be carried by Landlord on the Shopping Center pursuant to this Lease, shall add the cost thereof to the first installment of rent which shall thereafter become due. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of any Rent by reason of any repairs, alterations or additions made by Landlord under this Lease.

b. Repairs to be made by Tenant. Except as otherwise provided in this Section, Tenant will keep the Demised Premises, which includes, but is not limited to, all electrical, plumbing, heating, air conditioning and other mechanical installations, all doors, and all plate glass and door and window glass in good order, accomplishing any and all repairs, alterations, replacements and modifications at its own expense and using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance and extended coverage. Further, Tenant shall contract with and maintain a licensed and reputable heating and air-conditioning firm for regular inspection and maintenance of mechanical equipment, including but not limited to, regular replacement of filters, and furnish Landlord a copy of said contract or agreement within thirty (30) days after the commencement Date of this Lease. Tenant shall be responsible for the first \$300.00 for any major repairs to Heating & Air Conditioning, Plumbing and interior maintenance for each occurrence and the Landlord shall be responsible for repairs after Tenant spends \$300 on each repair. Tenant shall be responsible for all glass repairs to windows and doors.

c. Tenant's Refusal to Make Repairs. If Tenant refuses or neglects to make the repairs and replacements require hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may, but is not required to, make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs or replacements as additional rent. Tenant's failure to pay such costs of repairs or replacements shall be an Event of Default under this Lease.

13. ALTERATIONS BY TENANT. Tenant will make alterations, improvements or additions to the Demised Premises of a structural nature, including, without limitation, any alterations of the storefront, signs, or any cutting or drilling into any part of the Demised Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Demised Premises without first obtaining written consent

of Landlord. All alterations, improvements and additions made by Tenant shall remain upon the Demised Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to termination of this Lease, have given written notice to Tenant to remove same, in which event Tenant shall remove such alteration, improvement and additions to restore the Demised Premises to the same good order and condition in which they were at the Commencement Date. Should Tenant fail to do so, Landlord may do so, collecting the cost and expense thereof from Tenant as additional rent.

14. AFFIRMATIVE COVENANTS OF TENANT. Tenant covenants and agrees:

a. Compliance with Laws and Regulations. To comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant of its use of the Demised Premises, including the Americans with Disabilities act of 1990, together with the rules and regulations promulgated thereunder, and save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. If Tenant's use is as a restaurant or other food purveyor, Tenant shall at all times maintain a minimum sanitation grade of 90% or a comparable governmental or municipality rating as defined by the appropriate governmental agency.

b. Notice of Accident or Damage. To give to Landlord prompt written notice of any accident fire or damage occurring in or to the Demised Premises and the Common Facilities.

c. Heat. To keep the Demised Premises sufficiently heated to prevent freezing of water in pipes and fixtures.

d. Operations. To conduct its business in the Demised Premises in all respects in a diligent and dignified manner and keep the Demised Premises in first class condition in accordance with high standards of store operation, maintaining at all times during the Term a full staff of well trained and high-grade personnel and a full and complete stock of seasonable merchandise. Tenant will be open for business to the public a minimum of eight hours per day.

e. Landlord's Rules and Regulations. To comply with and observe the rules and regulations as noted on Exhibit "C" Rules and Regulations attached hereto and made a part hereof, and any amendments or supplements thereto which Landlord may adopt. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Notice of the adoption of additional rules and regulations or amendments thereto shall be given to Tenant simultaneously as to other tenants in the Shopping Center.

f. Mechanics' Liens. To do all things necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Demised Premises or any part thereof, through or under Tenant. If any such lien shall at any time be filed against Tenant's interest in the Demised Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or, if Tenant, in Tenant's discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against Tenant's interest in the Demised Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge the same either by paying the amount claimed to be or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' or other lien law.

g. Costs under this Section. To repay the landlord as additional rental, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of the Sections, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith, together with interest thereon at the maximum rate allowed by law.

h. Lease Modifications. 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 thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created.

15. NEGATIVE COVENANTS. Tenant will not do any of the following without prior consent in writing of Landlord:

a. Violations of Insurance Requirements. Do or suffer to be done, any act, matter or thing objectionable to insurance companies whereby the first insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, of in the building of which the Demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay Landlord as additional rent, any and all increase or increases of premiums on insurance, including rent insurance carried by Landlord on any part of the Shopping Center, caused in any way by the occupancy of Tenant. In determining whether increased premiums are the result of Tenant's use of Demised Premises, a schedule issued by the organization making the insurance rate on the Demised Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the Demised Premises.

b. Waste. Commit or suffer to be committed by any person any waste upon the Demised Premises of any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center.

c. Noise; Merchandise Display; Vending Machines and Pay Telephones. Use any loudspeakers, televisions, phonographs, radios, or other devices in a manner so as to be heard or seen outside the Demised Premises or display merchandise on the exterior of the Demised Premises

either for sale or for promotional purposes or permit or cause to be permitted any vending machine or pay telephones on the exterior of the Demised Premises.

d. Hazardous Substances. Use or allow the Premises to be used for the Release, storage, use, treatment, disposal, or other handling of any Hazardous Substance, without the prior consent of Landlord. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state, or local law, code, ordinance or regulation.

#### 16. SIGNS.

a. Landlord's Consent. Tenant shall not decorate, paint, or in any manner alter the exterior of the Demised Premises, or any part thereof, except in accordance with its duties pursuant to this Section, and shall not install or affix any sign, devise, fixture or attachment on or to the exterior of the Demised Premises, or within the boundaries of the Shopping Center, without first obtaining Landlord's written consent. If Tenant shall do any of the foregoing acts in contravention of this provision, Landlord shall have the right to remove any such decoration, paint, alteration, sign, device, fixture or attachment and restore the Demised Premises to the condition thereof prior to such act, and the cost of such removal and restoration shall be paid by Tenant as additional rental on the first day of the month next following such removal or restoration.

b. Identification Sign. Tenant, at its expense, shall furnish and install at an appropriate location on the exterior of the Demised Premises an identification sign of such design, content, form, and material as it may select for the purpose of designating the business conducted therefrom as that of Tenant. Such sign shall be approved by Landlord's architect in writing. Tenant's storefront signage must be lit at a minimum of from sundown until midnight. If Tenant does not install an identification sign within thirty (30) days after the opening of the Demised Premises for business to the public on the fascia above the store, then Landlord shall have the right to enter into the Demised Premises for the purpose of installing said identification sign at the expense of Tenant.

17. RIGHTS OF LANDLORD. Landlord reserves in addition to, and not in substitution for other rights reserved herein, the following rights with respect to the Demised Premises:

a. Inspection of Demised Premises. At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Demised Premises and every part thereof, and at its option to make repairs, alterations; and addition to the Demised Premises or the building of which the Demised Premises are a part.

If Tenant shall not be personally present to open and permit an entry by Landlord into the Demised Premises, at any time, and for any reason and entry thereon shall be necessary in the sole discretion of Landlord, Landlord or Landlord's agents may enter the same without rendering Landlord or such agents liable therefore.

b. Display of Signs. To display a "For Sale" sign at any time, and also, after notice from either party of intention to terminate this Lease or at any time within six (6) months prior to the expiration of this Lease, to display a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be placed upon said part of the Demised Premises as Landlord shall require, except on display windows or door or doors leading into the Demised Premises. Prospective purchaser or tenants authorized by Landlord may inspect the Demised Premises at reasonable hours.

c. Roof and Exterior Walls. To install or place upon or affix to the roof and exterior walls of the Demised Premises equipment, signs, displays, antenna, and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building.

d. Alterations to Shopping Center. To construct other or add to other building or improvements in the Shopping Center, and to permit others to do so from time to time, provided access to and visibility of the Demised Premises shall not be adversely affected.

The exercise of any right reserved to Landlord in this Section, or otherwise, shall never be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises and shall never render Landlord liable in any manner to Tenant or to any other person.

#### 18. INSURANCE AND DAMAGE TO PREMISES.

a. Landlord's Obligations. Landlord will maintain fire and extended coverage and liability insurance on the Shopping Center. If the Demised Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not rendered untenantable, Landlord shall promptly at its own expense cause the damage to be repaired to the condition as delivered to Tenant, and the Rent shall not be abated. If by reason of such occurrence, the Demised Premises shall be rendered untenantable only in part, Landlord shall promptly at its own expense cause the damage to be repaired to the condition as delivered to Tenant, and the Fixed Rent and the Common Rent, meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenantable. If the Demised Premises shall be rendered wholly untenantable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired to the condition as delivered to Tenant, and all Rent shall be abated; provided, however, that there shall be no extension of the Term by reason of such abatement; and provided further, however, that if after the beginning of the last year of the Term, the Demised Premises shall be destroyed or damaged to the extent of fifty percent (50%) or more of their replacement value above foundation walls or rendered wholly untenantable, Landlord may terminate this Lease by notice to the Tenant; said notice to be given within thirty (30) days of the event rendering the Demised Premises damaged or wholly untenantable, provided that such termination shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant. Except as herein provided, there shall be no obligation on Landlord to repair or rebuild in case of fire or other casualty.

b. Insurance Expense Defined. Tenant shall pay to Landlord, Tenant's pro rata share of the premium for any fire and extended coverage and liability insurance placed upon the Shopping Center (the "Insurance"), as set forth in Section 8 of this Lease.

c. Tenant's Obligations. Tenant will maintain, at its expense, fire and extended coverage insurance to the Tenant's inventory, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Demised Premises and improvements or betterments made by Tenant to the Demised Premises; such coverage to be in an amount equal to the replacement costs thereof.

If Landlord is required to repair the Demised Premises as herein provided, Tenant shall repair or replace its inventory, trade fixtures, furniture, furnishings, floor and wall coverings, special equipment and other items of construction and personal property of Tenant necessary for the operation of business in accordance with the terms and conditions of this Lease.

d. Increases in Premiums. Tenant agrees that it will not keep, use, sell or offer for sale or upon the Demised Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage and liability insurance with all its endorsements that may be charged during the Term on the amount of such insurance which may be carried by Landlord on said Demised Premises or the building of which they are a part resulting from the type of merchandise sold by Tenant in the Demised Premises, whether or not Landlord has consent to the same, and increases in insurance rates and/or valuation. In determining whether increased premiums are the result of Tenant's use of the Demised Premises, a schedule, issued by the organization making the insurance rate on the Demised Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Demised Premises.

In the event Tenant's occupancy causes an increase of premium for the fire, boiler and/or casualty rates on the Demised Premises, the Shopping Center, or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Demised Premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty and liability insurance policies by reason thereof. The Tenant also shall pay in such event, an additional premium on the rent loss through fire. Bills for such additional premiums shall be rendered by landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

e. Limitations on Landlord's Liability. Landlord shall not be liable for any damage done or occasioned by or from the electrical system, the heating or cooling system, the plumbing and sewer systems; nor for damage occasioned by water, snow or ice being upon or coming through the roof, walls, windows, doors, or otherwise, in, upon or about the Demised Premises; nor for any damage arising from acts of negligence of other tenants or occupants of the Shopping Center, and furthermore, Landlord shall not be liable for any damage occasioned by reason of the construction of the Demised Premises or for the failure to keep the Demised Premises in repair, unless Landlord is obligated to make such repairs under the terms of this Lease, and unless notice of the need for such repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repair. In any event, Landlord shall not be liable for any damage to Tenant's inventory, trade fixtures, furniture, furnishings, floor and wall coverings, special equipment and all other items or personal property of Tenant resulting from fire or other hazards, regardless of the cause thereof, and Tenant hereby releases Landlord from all liability for such damage.

#### 19. INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE.

a. Tenant's Indemnification of Landlord. To the extent permitted by law, Tenant shall and does hereby indemnify Landlord and agrees to save it harmless and, at Landlord's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by Landlord in connection with loss of life, personal injury and/or damage to property or the environment suffered by third parties arising from or out of the occupancy or use by Tenant of the Demised Premises or any part thereof or any other part of the Shopping Center, occasioned wholly or in part by any act or omission of Tenant, its officers, agents, contractors, employees or invitees, or arising, directly or indirectly, wholly or in part, from any conduct, activity, act, omission, or operation involving the use, handling, generation, treatment, storage, disposal, other management or Release of any Hazardous Substance in, from or to the Premises, whether or not Tenant may have acted negligently with respect to such Hazardous Substance. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

b. Liability Insurance. From the Commencement Date and continuing during the Term Tenant shall procure and pay for commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage) and naming Landlord as an additional insured under such policy.

20. CERTIFICATES OF INSURANCE WAIVER OF SUBROGATION. Tenant will furnish to Landlord, within thirty (30) days after Commencement Date, copies of policies or certificates of insurance in form of ACORD 27 evidencing coverages required by this Lease. Landlord and Tenant, for themselves and for parties claiming by, through or under Landlord or Tenant, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or claim, which is covered or required hereunder to be covered in whole or in part by insurance on the Demised Premises or the Shopping Center or in connection with damage property or activities conducted in, on or about the Demised Premises or in, on or about the Shopping Center or any part thereof, and waive any right of subrogation which might otherwise exist in or accrue to any person or entity on account thereof. All policies required of Tenant hereunder shall provide for waiver of subrogation and 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.

21. TRADE FIXTURES. All trade fixtures installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removed at the expiration or earlier termination of this Lease or any renewal or extension thereof; provided Tenant shall not at such times be in default under this Lease; provided further, that in the event of such removal, having repaired the damage caused by such removal. Tenant shall promptly restore the Demised Premises to their original order and condition. Any such trade fixtures not removed at or prior to such termination shall be and become the property of Landlord. Lighting fixtures and heating, ventilating and air conditioning equipment,

whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the property of the Landlord.

## 22. ASSIGNING, MORTGAGING, SUBLETTING.

a. Landlord's Consent Required. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent shall not be unreasonably withheld), assign this Lease or any interest herein or sublease the Demised Premises or any part thereof or permit the use or occupancy of the Demised Premises by any person or entity other than Tenant. Tenant shall not, directly, or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. Any of the foregoing acts without prior written consent of Landlord shall be void.

b. Consent Requirements. In the event Tenant intends to assign this Lease or sublet the Demised Premises, or any part thereof, Tenant shall give Landlord written notice of such intent no less than fifteen (15) days prior thereto. Tenant's written notice shall identify the intended assignee or subtenant by name and address, shall specify the effective date of the intended assignment or sublease and the nature of the assignee's or subtenant's business, and shall be accompanied by an exact copy of the proposed agreement between Tenant and the proposed assignee or subtenant and a copy of the assignee's or subtenant's current financial statement. Tenant shall provide Landlord with such additional information or documents reasonably requested by Landlord with respect to the proposed transaction and the proposed assignee or subtenant.

c. Reasonable Consent. Provided that Tenant is not in default hereunder, Landlord's consent to any sublease and/or assignment shall not be unreasonably withheld; however, Tenant agrees that Landlord shall be acting reasonably when such consent is not granted if Landlord determines that the proposed assignee or sublease lacks good business character and a reputation and financial condition that equals or exceeds that required by Landlord of other tenants leasing comparable space in the Shopping Center, or that the use of the Demised Premises (or the portion thereof subject to the assignment or sublease) by such proposed assignee or sublessee would be impermissible under the terms of this Lease or Landlord's lease with any other tenant of the Shopping Center, or incompatible with the character and nature of other tenants and uses in the Shopping Center.

d. Assignee's or Sublessee's Agreement. Landlord further conditions its consent to the assignment or sublease of the Demised Premises, or any part thereof, on receipt prior to such assignment or sublease of an agreement in writing from such assignee or sublessee to be bound by and perform all covenants, conditions and agreements of this Lease applicable to Tenant.

e. Additional Rent. Tenant shall pay to Landlord, as additional rent, any and all rent or other consideration, whether denominated rent or otherwise, realized by Tenant under any such assignment or sublease in excess of the Rent payable hereunder (prorated to reflect the rent allocable to the portion of the Demised Premises subject to such assignment or sublease).

f. Tenant's Obligation. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease. Landlord's consent to any requested assignment or sublease shall not be deemed consent to any subsequent assignment or sublease.

g. Subsidiary of Tenant. Landlord hereby consents to the assignment or the subletting of the Demised Premises of this Lease to a wholly owned subsidiary of Tenant, provided Landlord is given notice of such assignment or sublease no less than fifteen (15) days prior thereto and the proposed assignee or sublessee complies with section 22(d).

## 23. SUBORDINATION; ESTOPPEL CERTIFICATE.

a. Subordination. This Lease is and shall be subject and subordinate in all respects to any first lien Deed of Trust and to all renewals, modifications, consolidations, replacements, and extensions thereof. This paragraph shall be self-operative, and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant agrees to promptly execute and deliver any instrument that Landlord or the Trustee of 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.

b. Requirements upon Landlord's Default. If 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 of deed of trust, Tenant shall not terminate or cancel this Lease for any default on the part of the Landlord without first:

\* 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

\*\* Affording the holder of such mortgage or deed of trust a reasonable opportunity to perform on behalf of Landlord its obligations under this Lease.

c. Estoppel Certificate. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgages or the like, the then current status of performance hereunder, either party, on the written request of on to the other made for time to time, will promptly furnish a written statement on the status of any matter pertaining to this Lease. At any time within ten (10) days after such request is made, Tenant shall execute, acknowledge, and deliver to Landlord a certificate evidencing:

\* Whether this Lease is in full force and effect.

\*\* Whether this Lease has been amended in any way.

\*\*\* Whether there are any existing defaults hereunder to the knowledge of Tenant and specifying the nature of such details, if any; and

\*\*\*\* The date to which rent has been paid.

24. REMEDIES CUMULATIVE, NON-WAIVER. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy give hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right of power, or shall be constructed to be a waiver of any such default or an acquiescence therein.

25. SURRENDER AND HOLDING OVER. Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceable to surrender to Landlord the Demised Premises in broom-clean condition and in good repair as required by Section 12(b) hereof. In the event Tenant shall fail to surrender the Demised Premises upon demand, Landlord, in addition, to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Demised Premises, or any part thereof, an amount equal to twice the Fixed Rent and twice the Percentage Rent, as applied to such period.

If Tenant remains in possession of the Demised Premises with Landlord's consent but without a new lease reduced to writing duly executed, Tenant shall be deemed to be occupying the Demised Premises as a Tenant from month-to-month only, but otherwise subject to all the covenants, conditions and agreements of this Lease with the exception that rents may be increased at Landlord's discretion.

## 26. CONDEMNATION.

a. Right to Terminate. If more than twenty percent (20%) of the floor area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by condemning authority.

b. Partial Condemnation. If any portion of the Demised Premises is taken for any public or quasi-public use under governmental, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease shall not be terminated, the Fixed Rent and Common Rent shall be reduced during the unexpired Term in proportion to the area taken, effective on the date physical possession is taken by the condemning authority.

c. Condemnation of Parking Areas. If any part of the parking areas, driveways and foot walks is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, nor shall Tenant be entitled to any part of the award made for such taking; except that either Landlord or Tenant may terminate this Lease if the number of square feet in the parking areas, driveways and foot walks after taking plus any additional parking area provided by landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the number of square feet in the parking areas, driveways and foot walks before such taking.

d. Notice of Termination. Any election to terminate this Lease following condemnation shall be evidenced only by written notice of termination delivered to the other party within thirty (30) days after the date on which physical possession is taken by the condemning authority.

e. Landlord's Obligations. If this Lease is not terminated following a partial condemnation, Landlord shall make all necessary repairs or alterations within the scope of Landlord's original obligation to build necessary to make the Demised Premises an architectural whole.

f. Compensation. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole part of the Demised Premises, shall be there property of Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Demised Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Demised Premises if a separate award for such items is made to Tenant.

27. NOTICES. All notices, demands or other communication of any type given by a party to the other, whether required by this Lease or in any way related to this Lease, shall be given accordance with the provisions of this Lease in writing and shall be delivered personally to the addressee with a receipt requested therefore or shall be sent by a recognized overnight courier service for next day delivery or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices sent in compliance with this Section shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with an overnight courier service; or (c) three (3) business days after deposit in the U.S. Mail. Either party may change the address for notice and the person to whom notices are sent by giving the other party ten (10) days' advance written notice of such change of address.

TO LANDLORD AT: 511 Highway 210 North, Spring Lake, NC 28390  
Wellons, Jr.

Attention: William S.

TO TENANT AT: PO Box 58296, Fayetteville, NC 28305-8296

28. SUCCESSORS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of said parties, subject to the provisions of Section 23 providing for subordination, and except as expressly provided in this Section; and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants, conditions and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if



there shall be more than one Tenant any notice required or permitted by the terms of this Lease may be given by or to anyone thereof. No right, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as aforesaid. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

The term "Landlord" as used in this Lease so far as covenants, conditions and agreements on the part of the said landlord are concerned shall be limited to mean Buffalo Lakes Development or its successors and assigns; and in the event of any transfer or transfers of the title to the Demised Premises, the said Landlord (and in case of any subsequent transfers or conveyance, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants, conditions and agreements on the part of said Landlord contained in this Lease, thereafter to be performed, provided that any amount then due and payable to Tenant by Landlord, or the ten grantor, under any provisions of this Lease, shall be paid to Tenant, it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive period of ownership. Further, Landlord's liability under this Lease shall be limited to and include only the interest on Landlord in the real estate comprising the Shopping Center.

29. FORCE MAJEURE. In the event Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of war, civil commotion, acts of God, governmental restrictions, scarcity of labor or materials, strikes, labor walkouts, or any other reasons beyond its control, the performances of such act shall be excused for the period of such delay and the time for completion of such performances shall be extended for the period necessary to complete after the end of the period of such delay.

### 30. DEFAULT OF TENANT AND REMEDIES.

a. Default. Any one or more of the following events shall constitute an "Event of Default" under this Lease:

\* If Tenant shall continue in default in the payment of any Rent or other sum of money becoming due hereunder for a period of ten (10) days after such sum shall become due and payable; or

\*\* If Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be observed or performed by it and does not remedy such default within ten (10) days after written notice thereof or does not within ten (10) days commence such act or acts as shall be necessary to remedy the default and shall not complete such act or acts promptly; or

\*\*\* If Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all substantially all of the assets of Tenant and such appointment shall not be vacated or set aside within thirty (30) days from such appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or to an arrangement; or

\*\*\*\* If Tenant shall vacate, fail to operate in or abandon the Demised Premises or any substantial part thereof for sixty (60) days (whether or not rental payments are being made), or suffer the Lease to be taken under any writ of execution and such writ is not discharged or set within thirty (30) days; or

\*\*\*\*\* The occurrence of any other even described as constituting an "Event of Default" elsewhere in this Lease.

b. Remedies. Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

\* Declare the whole rent for the balance of the Term, or any part thereof, immediately due and payable as if by the terms of this Lease it were payable in advance and Landlord may immediately proceed to collect or bring action for the whole rent, or such part thereof as aforesaid, as rent being in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or may institute any other proceedings to enforce payment thereof. Annual rent for the balance of the Term shall be computed as equal to the average of the Fixed Rent plus the Percentage Rent, for all Lease Years from the Commencement Date to the end of the Lease Year next preceding the date of such occurrence (or if rent has been for a partial year only, then any average of the monthly Fixed Rent plus Percentage Rent paid from the Commencement Date multiplied by twelve (12).

\*\* Immediately re-enter and remove all persons and property from the Demised Premises and dispose of such property as it sees fit, all without resort to legal procedure and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. If Landlord should elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Demised Premises, and re-let the Demised Premises for such term and at such rentals and upon other terms and conditions as Landlord may deem advisable.

^ In the event of such reletting, all rentals received by Landlord shall be applied, first, to the payment of any indebtedness other than rental due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including the expense of alterations and repairs; third, to the payment of rental due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rental due and unpaid hereunder. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to Landlord for the deficiency, and the same shall be paid monthly.

^^ No such re-entry to taking possession of the Demised Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention given by Landlord to Tenant at that time of such re-entry; but notwithstanding any such re-entry and reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such pervious breach.

^^^ Terminate this Lease, either before or after re-entry and at Landlord's option, recover from Tenant damages payable by Tenant hereunder for the remainder of the Term and such reasonable rental value of the Demised Premises for the remainder of the Term.

^^^^ Exercise any other legal or equitable right or remedy which it may have.

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

32. SEVERABILITY. 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.

33. BROKER. Tenant warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs, expenses, or liability for commissions or other compensation or charges claimed by any broker or agent acting for Tenant with respect to this Lease.

34. CAPTIONS. Any Headings preceding the text of the several Sections and subparagraphs hereof are inserted solely for convenience and reference and shall not constitute a part of this Lease, nor shall they affect its meanings, construction, or effect.

35. TIME. Time is of essence in this Lease. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, or whenever a date for completion of such action is specified herein, Landlord or Tenant shall not be liable or responsible for, and there shall be extracted from the computation of any such period equal to, as the case may be, any delays due to war, civil commotion, acts of God, strikes or other labor disputes, governmental restrictions or regulations or interference, fire or other casualties, or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord or Tenant, as the case may be.

36. MEMORANDUM OF LEASE. Tenant shall execute and deliver, at the written request of Landlord, a memorandum or short form of lease for the purpose of recording but said memorandum or short form lease shall not be deemed to modify, change or effect any provision of this Lease in any manner whatsoever.

37. ENTIRE AGREEMENT. This Lease, with the Exhibits attached hereto, contains all of the agreements and conditions made between the parties hereto and may not be modified orally, or in any manner than by agreement, in writing, signed by the parties hereto or their respective successors in interest.

38. LEASE INURES TO THE BENEFIT OF ASSIGNEES. This Lease and all the covenants, provisions and conditions contained herein shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns, respectively of the parties hereto.

39. GOVERNING LAW. The laws of the State of North Carolina shall govern the validity, interpretation, performance, and enforcement of this Lease.

40. QUIET ENJOYMENT. Landlord covenants and agrees that upon Tenant paying the Rent and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, the terms and conditions of this Lease and to any mortgages and deeds of trust.

41. PARKING. Due to the nature of Tenant's use of the Premises, Tenant, Tenant's employees, and Tenant's company vehicles shall not impede on other tenants' use of the parking lot.

42. RELOCATION OF PREMISES. PARAGRAPH INTENTIONALLY DELETE

By initialing below, you acknowledge and agree to the terms in Section 1.

X CMP X JP  
Ciprian M. Pufulete John Poulos

WS Wellons Realty

PO Box 766 • Spring Lake, NC 28390  
(910) 436-3131



2. Sign and Accept

2.1 SIGN AND ACCEPT

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day and year first above written.

X Ciprian Mihail Pufulete

Lessee

IP Address: 174.193.13.27  
05/03/2021 01:47pm EDT

X John Poulos

Lessee

IP Address: 24.172.110.106  
05/03/2021 01:57pm EDT

X William S Wellons Jr.

Lessor

IP Address: 24.123.150.154  
05/03/2021 01:59pm EDT