

Prepared by/return to:

M. Andrew Lucas, 1410 Elm Street, Sanford, NC 27330

STATE OF NORTH CAROLINA
COUNTY OF LEE

COMMERCIAL LEASE AGREEMENT
1943 HWY 87-24, CAMERON, NC

THIS COMMERCIAL LEASE AGREEMENT is made and entered into as of January 17, 2023, by and between

RAL OF RALEIGH LLC, a limited liability company organized under the laws of the State of North Carolina with its principal place of business at 122 Quartermaster Drive, Sanford, Lee County, North Carolina (hereinafter collectively referred to as "Lessor"); and

VALUE MART 4, INC., a corporation organized under the laws of the State of North Carolina with its principal place of business at 1943 Hwy 87-24, Cameron, Harnett County, North Carolina County, North Carolina (hereinafter referred to as "Lessee").

WITNESSETH

Whereas, Lessor is the owner of a parcel of land located at 1943 Hwy 87-24, Cameron, Harnett County, North Carolina, in which Lessor operates a convenience store known as "Supermart #2"; and

Whereas, Lessee wants to purchase the inventory and good will of Manavishall LLC's convenience store, and lease the building and equipment in which said convenience store operates; and

6. Backroom

- 6.1. Microwave
- 6.2. GE freezer
- 6.3. Werner Ladder 18 ft
- 6.4. Hoshizaki Ice maker; Model # KM-630MRE; Serial # F04335J
- 6.5. Veeder Root gas reader and monitoring system TLS-350
- 6.6. Water filter unit for ice maker
- 6.7. Bradford white water heater
- 6.8. Two sink steel washing unit
- 6.9. Grease trap under the sink
- 6.10. MAGNUM ALERT (security alarm system)

7. In the Store

- 7.1. Redbull fridge on stand (Vendor)
- 7.2. One PET freezer for ice bags; one coldtech icecream freezer
- 7.3. 7UP fridge (Vendor)
- 7.4. Two fans
- 7.5. Coke double door fridge (Vendor)
- 7.6. Pepsi double door fridge (Vendor)
- 7.7. Pepsi single door fridge (Vendor)
- 7.8. Tabletop sandwich fridge
- 7.9. Four-seat dining table
- 7.10. BUNN slushy machine
- 7.11. BUNN LPG series coffee grinder
- 7.12. BUNN coffee maker
- 7.13. BUNN Cappuccino unit with three flavors
- 7.14. Heavy-duty Dolly

EXHIBIT A

1. Office

1.1. Security Camera System

- 1.1.1. 16 Security cameras inside and outside of the store
- 1.1.2. 5 Hi-Definition camera inside and outside the store
- 1.1.3. CPU for security cameras with keyboard, 2 speakers, and mouse
- 1.1.4. DVR and mouse for 5-HD cameras
- 1.1.5. 3 monitors for security cameras
 - 1.1.5.1. HP Monitor for 16 cameras
 - 1.1.5.2. VIZIO Monitor for 5-HD cameras
 - 1.1.5.3. Dell Monitor (outside of office)

- 1.2. Two filing cabinets
- 1.3. One table with revolving chair
- 1.4. AOC monitor for old Gilbarco register

2. Passport POS System

- 2.1. Passport PB52A SMTC – MX CPU; Model # PA0324PB52A; Serial # EU0E015610
- 2.2. Cash register with touch screen monitor
- 2.3. Three cash trays
- 2.4. Price display
- 2.5. Keyboard & mouse
- 2.6. Credit card processing support system
 - 2.6.1. Cybera SCA-315
 - 2.6.2. Beetle XPULCE – 59FV323411
- 2.7. EPSON Receipt printer
- 2.8. Credit card machine which accepts chip card; Gilbarco Veeder Root Verifone; Serial # EA718432; Model # PA04210005HC3
- 2.9. Honeywell price scanner
- 2.10. OKI B4600 Printer
- 2.11. APC Battery Backup

3. Network

- 3.1. SMC network modem
- 3.2. Linkseys wireless broadband router

4. TACC IIA Safe

5. Second POS System

- 5.1. Gilbarco GSITE GC40 CPU; Model # PA03010014423; Serial # AKSB397491
- 5.2. Keyboard
- 5.3. Cash register
- 5.4. Price display
- 5.5. Receipt printer; Verifone printer 900

EXHIBIT A

LEASE FROM RAL OF RALEIGH, LLC to VALUE MART 4, Inc.

Equipment Included in Lease

January 17, 2023

The following items of equipment belonging to Lessor are included in this lease, and which equipment shall be returned to Lessor at the conclusion of this lease:

See next two pages

Guarantors hereby jointly and severally guarantee to Lessor, its successors and assigns, the full and prompt payment of rent, including, but not limited to all additional rent, and any and all other sums and charges payable by Lessee, its successors and assigns under said Lease; and the full performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Lessee, its successors and assigns. Guarantors hereby covenant and agree to and with Lessor, its successors and assigns, that Guarantors will forthwith pay to Lessor all damages that may arise in consequence of any Event of Default by Lessee, its successors and assigns under the Lease, including, without limitation, all court costs and reasonable attorney's fees incurred by Lessor and caused by any such Event of Default or by the enforcement of this Guaranty.

THIS GUARANTY IS AN ABSOLUTE AND UNCONDITIONAL GUARANTY OF PAYMENT AND OF PERFORMANCE. It be enforceable against Guarantors, their successors and assigns, without the necessity for any suit or proceedings by Lessor of any kind or nature whatsoever against Lessee, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or nonobservance, or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantors might otherwise be entitled, all of which Guarantors hereby expressly waive.

29. ***Seller's Equipment.*** Lessor and Lessee agree to list all of the equipment which belongs to Lessor and which Lessee is leasing pursuant to this Agreement. At the termination of this lease for any reason other than a purchase of said equipment by Lessee, Lessee agrees to return the Lessor's equipment to Lessor in good working order. Any equipment which Lessee purchases and installs in the subject premises will remain Lessee's property at the termination of this lease.

(The remainder of this page is left intentionally blank.)

B. **Lessor's Representations and Warranties.** Lessor represents and warrants that: (i)(A) any handling, transportation, storage, treatment or usage of Hazardous Materials that occurred on the Premises in the 10 years before the Commencement Date has been in compliance with all applicable Federal, State, and local laws, regulations and ordinances, and (B) to the best of Lessor's knowledge, any handling, transportation, storage, treatment or usage of Hazardous Materials that occurred on the Premises prior to the 10 year period before the Commencement Date was in compliance with all applicable Federal, State, and local laws, regulations and ordinances; (ii)(A) no leak, spill, release, discharge, emission or disposal of Hazardous Materials occurred on the Premises in the 10 years before the Commencement Date, and (B) to the best of Lessor's knowledge, no leak, spill, release, discharge, emission or disposal of Hazardous Materials occurred on the Premises prior to the 10 year period before the Commencement Date; and (III) the Premises is free of Hazardous Materials as of the Commencement Date.

C. **Definition.** For purposes of this Lease, the term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted.

D. **Survival.** The representations and indemnities contained in this Paragraph Twenty-six will survive the expiration or termination of this Lease.

26. **Miniwarehouse.** Lessor is the owner of TNP Miniwarehouse which is located at the rear of the teased property. Lessee agrees that his employees at the store located on the leased property may continue to give out the gate key and take monthly rent payments. However, Lessee shall have **NO RESPONSIBILITY** for any of the following:

- A. To insure that the gate key is given to a person who is entitled to receive it;
- B. To monitor the activities of any persons who receive the gate key; or
- C. To insure that the amount taken from tenants is correct.

27. **Guaranty of Lease.** In consideration of, and as an inducement for the granting, execution and delivery of this Lease, and in further consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid by Lessor to the undersigned Rami Shahbain, (hereafter called the "Guarantors"), the

IN WITNESS WHEREOF, the parties to this addendum have executed it on the day and year first above written.

SELLER/LESSOR:
RAL OF RALEIGH LLC

Atul H. Patel
By: Atul H. Patel, Manager/Member

Leena Patel
By: Leena Patel, Manager/Member

BUYER/LESSEE:
VALUE MART 4, LLC

Rami Shahbain
By: Rami Shahbain, President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public, do hereby certify that Atul H. Patel and Leena Patel, personally appeared before me this day and acknowledged that they are Member-Managers of Ral of Raleigh, LLC, a North Carolina limited liability company, and that they, as Member-Managers being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal this ____ day of _____, 2023.

My commission expires: _____

Notary Public

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public, do hereby certify that Rami Shahbain, personally appeared before me this day and acknowledged that he is President of Value Mart 4, Inc., a North Carolina corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal this ____ day of _____, 2023.

My commission expires: _____

Notary Public

any dispute involving this Lease, the party not prevailing in such dispute shall pay the reasonable attorney's fees of the prevailing party. .

24. **Reasonable Right of Entry:** Lessor or its agents shall have the right to enter the Leased Premises for any reasonable purpose and to bring and store necessary repair materials without any liability to Lessee. Lessor shall use reasonable efforts to minimize any disruption to Lessee's business caused by such entry. During the six (6) months before the end of the Lease Term or any renewal term, Lessor may place upon the Premises "To Let" or "For Rent" notices. Except in case of emergency, Lessor shall not exercise its right of entry without giving Lessee notice and scheduling an appointment. In the event of emergency, Seller agrees to attempt to reach Lessee by telephone prior to entering the premises.

25. **Lessee's Compliance with Environmental Laws.** Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to Lessee's use of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws; regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Section 22.C), waste disposal, air emission and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Lessor or Lessee with respect to the use or occupancy of the Premises.

A. **Lessee's Indemnification.** Lessee shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises by Lessee, its agents, employees, contractors or invitees in violation of applicable laws. If the presence of Hazardous Materials on the Premises caused or permitted by Lessee results in contamination of the Premises or any other property, or if contamination of the Premises or any other property by Hazardous Materials otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs; liabilities or losses that arise during or after the Term as a result of the contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions, or any clean-up, remedial work, removal or restoration work required by any Federal, State or local governmental authority.

and in the amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) for damage to property (building, canopy and gas pumps inclusive). All such policies of insurance shall be in standard form and shall name Lessor and Lessee as insureds as their interests may appear. Premiums for all policies of insurance herein referred to and all renewals thereof shall be paid by Lessee as provided above, on or before the beginning date of the next annual policy or renewal period. All such policies shall contain a provision prohibiting the insurer from terminating such coverage until after a period of thirty (30) days following notice of termination or proposed cancellation given to Lessor. If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may obtain and maintain such insurance, and all sums expended by the Lessor for that purpose shall be repayable by Lessee on demand.

17. **Signs.** Lessee agrees that it will not attach any signs to the roof of the building located on the leased premises without the prior written permission of the Lessor. Lessor and Lessee acknowledge that the price sign for the gas pumps is located on an adjoining piece of property, and Lessor grants to Lessee a permanent easement to access that sign. In the event that Lessor wants to sell the adjoining parcel, Lessor promises that Lessor will move the sign onto the leased premises at Lessor's sole expense.

18. **Quiet Enjoyment.** Lessor agrees that Lessee, on paying the rent and performing all the terms and conditions of this Lease, shall quietly have, hold and enjoy the Premises for the term aforesaid.

19. **Heirs and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Lessor and Lessee, and their respective successors, heirs, legal representatives, and assigns.

20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties in their legal representatives, successors, and assigns.

21. **Governing Law.** This agreement shall be governed and construed according to the laws of the state of North Carolina.

22. **Entire Agreement; Modification.** This Agreement supersedes all prior Agreements and constitutes the entire Agreement between the parties with respect to the subject matter described in this Agreement. It may be changed only by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

23. **Attorney's Fees.** In the event that either party to this Agreement shall deem it necessary to hire an attorney at law to represent such party in the event of

12. **Utilities and Other Services.** Lessee shall be responsible for providing the Premises with all utilities it shall need including water, heat, air conditioning and electricity. Lessee shall not use or permit in the Premises any electrical device which will overload the electrical circuits presently located therein.

13. **Property of Buyer/Lessee.** All property placed in or on the Premises by, at the direction of or with the consent of the Lessee, its employees, agents, licensees, or invitees, shall be at the risk of the Lessee or the owner thereof and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Seller/Lessor's proven acts of negligence.

14. **Maintenance.** Lessee shall be responsible for all maintenance expenses associated with the Premises, including maintenance to the roof, parking area, and plate glass on the building located on the Premises.

15. **Indemnification of Lessor.** Lessee agrees to indemnify and defend Lessor and to save harmless Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises occasioned in whole or in part by any act or omission on the part of Lessee or any employee, agent, assignee or sub-Lessee of Lessee, or by reason of any unlawful use of the Premises or by reason of any breach, violation or nonperformance of any covenant in this Lease on the part of Lessee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Lessee or any one holding under Lessee. Lessee agrees to pay Lessor promptly for all damage to the Premises.

16. **Insurance and Insurance Rates.** Throughout the term of this Lease, Lessee shall carry fire and extended coverage insurance insuring his interest in the Premises, and the interest of the Lessor in the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Lessee also agrees to indemnify Lessor against and to hold Lessor harmless from all liabilities, loss, claims, damages, charges, liens, causes of action and proceedings of every kind and nature in connection with any injury to any person or the death of any person, or damage to the property of any person, firm, or corporation, including the person or property of Lessee, arising from the use or occupancy of the Leased Premises by Lessee, its agents, sub-Lessees, employees, or invitees, unless occasioned directly or indirectly by the fault or neglect of Lessor. In connection therewith, Lessee shall continuously maintain and pay the premium upon a policy of liability insurance during the term of this Lease, naming Lessor as an additional insured and insuring against any loss or liability connected with the above in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries to one or more persons in any one accident,

to Lessor the rent due under this Lease on the date that the rent is due, less the rent Lessor receives from any reletting.

B. Lessor shall have the right to terminate this Agreement with written notice to vacate sent to Lessee and Lessee's rights to possession of the premises shall terminate at that time, and Lessor may then re-enter the Premises and shall have the right to pursue its remedies at law or in equity to recover of Lessee all amounts of rent then due or thereafter accruing and such other damages as are caused by Lessee's default.

C. No course of dealing between Lessor and Lessee or any delay on the part of Lessor in exercising any rights he may have under this Agreement shall operate as a waiver of any of the rights of Lessor hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

8. **End of Term, Holding Over, and Attorney's Fees.** Unless the parties hereto agree otherwise, upon the expiration or other termination of this Agreement, Lessee shall quit and surrender to Lessor the Premises, broom clean, in good order and condition, ordinary wear and tear excepted and Lessee shall remove from the Premises all of its property. If Lessee shall hold over after the termination of this Lease, such holding over shall be deemed to be a renewal of this Lease only in the discretion of the Lessor and if not deemed to be a renewal shall be deemed to create a tenancy-at-will. In the event that either party to this Agreement shall deem it necessary to hire an attorney to enforce any provision of this Agreement, the party not prevailing in such enforcement action shall pay the reasonable attorney's fees of the prevailing party.

9. **Use of Premises.** Lessee shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

10. **Assignment and Subletting.** Lessee shall not have the right to assign its rights under this Agreement, or to sublet the Premises to any person or entity, without Lessor's prior written consent. Any such Lessor-approved assignment shall not release the obligations of Lessee to perform according to the terms of this Agreement. No person or entity to whom the Lessee assigns his rights under this Agreement shall have the power to make any further assignment or subletting.

11. **Taxes.** Lessee shall be responsible for paying all real property taxes assessed against the Premises, and Lessee shall pay any personal property taxes assessed against Lessee's personal property placed in the Premises by Lessee. Said taxes shall be paid no later than December 31st for each tax year.

written offer to purchase such interest from a prospective transferee. The Lessor shall then deliver to the Lessee a notice (the "Notice") to such effect with a copy of such written offer being included with such Notice. The Notice or such written offer shall set forth the interest proposed to be transferred (the "Offered Interest"), the name and address of the proposed transferee; the price to be paid by the proposed transferee for the Offered Interest, which price must be expressed and payable in U.S. dollars (the "Proposed Price"); and the terms of payment (the "Terms"). The Notice shall constitute an offer (the "Offer") to convey the Offered Interest to the Lessee upon the terms hereinafter set forth.

For a period of twenty (20) days (the "Exercise Period") following the receipt of the Notice, the Lessee shall have the option to purchase all of the Offered Interest upon the same terms and conditions as the bona fide written offer by sending written notice to such effect to the Lessor, which shall give rise to a binding contract for the sale by the Lessor and the purchase by the Lessee upon the same terms as the bona fide written offer. The Closing shall occur at a time, place and date as shall be specified by the Lessee by written notice sent to the Lessor. The Closing Date must occur within sixty (60) days after the Exercise Period. At the Closing, the Lessee shall pay in cash (or according to the terms of the written offer, if applicable) and the Lessor shall deliver a deed to the Lessee as its interests may appear, free and clear of all encumbrances except normal utility easements and except for the private drive easement described on the attached Exhibit "A". Lessee may exercise its option to purchase by giving to Lessor 90 days' notice of its intent to exercise. In the event that Lessee exercises its option to purchase, then closing shall occur within ten days following the end of the notice period. The purchase price shall be paid in cash at closing. Notwithstanding the provisions of this paragraph, Lessor may use the leased premises as security for a loan from a commercial lender without the prior written consent of the Lessee.

6. **Default.** The occurrence of one or more of the following events (herein called "Events of Default") shall constitute a default by the Lessee:

- A. Failure to pay rent when due;
- B. Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessee.

7. **Lessor's Remedies upon Default by Lessee.** Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

- A. Lessor shall have the right to continue this Agreement in full force and effect, and have the right to enter the Premises with written notice to vacate and relet them, changing any or all locks on the Premises all without being liable for forcible entry, trespass, or other tort. Lessee shall be liable immediately to Lessor for all costs Lessor shall incur in reletting the Premises and Lessee shall pay

The base rental to be paid by Lessee is stated below:

	<u>Monthly Rent</u>
2023 Lease Year	\$5,000.00
2024 Lease Year	\$5,000.00
2025 Lease Year	\$5,000.00
2026 Lease Year	\$5,000.00
2027 Lease Year	\$5,000.00
2028 Lease Year	\$5,500.00
2029 Lease Year	\$5,500.00
2030 Lease Year	\$5,500.00
2031 Lease Year	\$5,500.00
2032 Lease Year	\$5,500.00

If any Rent or any other sum due Lessor in accordance with any provision of this Lease shall not be paid within ten (10) days of when it is due, such failure to pay shall constitute an Event of Default (hereafter defined). All rent and any other sum due Lessor in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind except as otherwise expressly provided in this Lease.

3. **Adjustment of Rent at Renewal.** Tenant has one option to renew the lease for an additional five-year term. Should Lessee exercise his right to renew, the monthly rent shall be \$6,000.00 per month during the Renewal term. All other terms and conditions shall remain the same.

4. **Late Charge.** If a rental payment becomes overdue Lessee agrees to pay, in addition to such payment, as liquidated damages for such delay, a "late charge" in the amount of five percent (5%) of the agreed rental payment for each month or fraction thereof that the rental payment becomes overdue. The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment.

5. **Right of First Refusal to Purchase Premises.** At any time during the initial term or any extended term of this lease, if Lessor desires to make a voluntary transfer of any part or all of its interest in the leased premises, the Lessor shall first obtain a bona fide

Whereas, Lessor has agreed in this agreement to lease to Lessee the land and building where the convenience store operates, together with all of Lessor's equipment (to be listed on Exhibit "A" attached to this lease), all on the terms and conditions stated in this agreement.

Now, therefore, In consideration of the rents hereinafter to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby lease and take as Lessee from Lessor those certain premises (hereinafter called the 'Premises) located at 1943 Hwy 87-24, Cameron, Harnett County, North Carolina, which are more particularly described as Harnett County REID# 0020027 and which are shown on the tax map attached to this lease as Exhibit "B".

TO HAVE AND TO HOLD the said Premises unto the Lessee upon the following terms and conditions: .

1. **Term of Lease.** The term of the lease of the Premises shall begin on the 17th day of January, 2023, and shall last for ten (10) years from such date so that such term expires at 11:59 p.m. on the 16th day of January, 2033. It is agreed that rent for the first month will be pro-rated based on the amount of days Lessee has actual possession of the premises. It is also agreed that, at the expiration of the initial term of this Lease, the Lease may be renewed for an additional five (5) year term, on the same terms and conditions as agreed upon hereunder, except for the rent which shall adjust as provided in paragraph 3 below. The Lease renewal will be deemed to be automatically exercised if the Lessor has not received written notice from the Lessee of an intent to terminate at least 60 days prior to the end of the term.

2. **Rent.** As rent for the leased Premises, the parties agree that the Lessee will pay to the Lessor a monthly "base" rental calculated as provided later in this paragraph; plus, all taxes assessed against the Premises as specified in paragraph 11 below; plus all insurance premiums associated with the Premises as specified in paragraph 16 below; plus all maintenance and repairs on the Premises as specified in paragraph 14 below. Each monthly installment of Rent shall be paid to the Lessor on or before the 1st day of each month for the month in advance, commencing January 2023. All rent and any other sum due Seller/Lessor in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind except as otherwise expressly provided in this Lease.

EXHIBIT B

LEASE FROM RAL OF RALEIGH LLC to Value Mart 4 Inc.

Description of Leased Premises

The leased premises includes the land and building known as Harnett County REID #0020027 which is shown on the attached tax map. The leased premises does NOT include any of the adjoining parcels, which also belong to the Lessor, except for Lessee's rights to the sign described in paragraph 17 of this lease. Lessee specifically acknowledges that Lessor, and its business invitees, have the right to cross the leased premises to access Lessor's businesses located behind and beside the leased premises.