

North Carolina

Commercial Lease

County of Harnett

This Lease, made this 1st day of April 2026 by and between Guillermo Mateo hereinafter referred to as "Landlord" and Amelia Davalos santibanez hereinafter referred to as Tenant.

Witnesseth

Upon the terms and conditions hereinafter set forth, the Landlord leases to the Tenant and Tenant leases from the Landlord certain property and improvements which hereinafter shall be referred to as the "Demised Premises", all as follows:

1. Demised Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property better described as follows:
 - a. Address: 161 S. Mckinley Street, Coats, NC 27521
2. Term. The initial terminal of this lease shall commence at noon on April 1, 2026 and shall terminate in one year on April 1, 2027
3. Use. Tenant may use and occupy the Demised Premises for the following purpose:
La Cosecha Snacks. Tenant is responsible for making any changes, such as adding or removing needed equipment and material to or in the building, that is needed for their business to operate.
4. Rent. The rent shall be \$800. Payable monthly to the Landlord on the 1st of each month with the first payment due on the _____

1st day of April 2026. Tenant shall pay a late charge of \$25 due for any rent payment made after the 5th of the month.

5. Security Deposit. There will be a security deposit required in the amount of \$800 required at the execution of this agreement.
6. Maintenance and Repairs. The Landlord will deliver the Demised Premises to the Tenant in good condition. Thereafter the maintenance and repair of the interior portions of the building (including without limitation all plumbing, electrical, heating, ventilation, and air conditioning systems) shall be the responsibility of the Tenant.
Tenant will maintain the exterior and roof of the Demised Premises. Tenant shall keep the exterior grounds clean and neat, free of garbage, trash, and other debris. Tenant shall also be responsible for the maintenance and repair of any exterior equipment or other improvements added by the Tenant. Tenant is aware that the building does not have central air conditioning. Tenant shall be responsible for mowing the grass of the premises.
7. Utilities. The Tenant shall pay for all utility bills.
8. Assignment or Subletting. The tenant shall not assign or sublease without the written consent of the Landlord.
9. Insurance. Tenant shall maintain throughout the term of this Lease a policy of comprehensive general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence. Tenant shall cause the insurer to name Landlord as an added insured. Such insurance shall be written by a company of recognized financial standing which is authorized to do insurance in the State of North Carolina. The Tenant shall be responsible for insuring their own

inventory and equipment. The Landlord shall maintain hazard insurance on the building. The tenant agrees to hold Landlord harmless from all claims arising from injury or death of persons or damage to property on or about the Demised Premises attributable to the negligent acts or omissions of Tenant employees, agents, or licensees.

10. Destruction of Demised Premises. The total destruction of the Demised Premises shall terminate this lease. If the premises are partially destroyed, the rent shall be abated at the beginning of the next month and shall remain abated until the Tenant can resume business operations. If business can resume for a partial month, then the rent shall be prorated on thirty (30) day for said month.
11. Signs. Tenant shall have the right to place signs in, on or about the Demised Premises provided the signs are in compliance with the law and approved by the Landlord. Such approval will not be unreasonably withheld.
12. Right of Entry. Landlord retains the right to enter the Demised Premises for the purpose of inspecting said premises and making any repairs required.
13. Delivery of Demised Premises Back to Landlord. Tenant shall deliver said premises back to the Landlord at the end of the term of this lease in good condition, normal wear and tear excepted.
14. Fixtures and Equipment. Any fixtures and/or equipment placed on said premises by Tenant, not removed by Tenant within ten (10) days after the last day of this lease, shall become the property of the Landlord.
15. Taxes. _____ Landlord _____ shall pay all real property taxes on the Demised Premises.

16. Default. If Tenant (a) fails to pay any rental payments as provided in this lease and continues to fail to pay such rent for ten (10) days following the Tenant's receipt of notice from Landlord to that effect; (b) breach any other agreement or obligation herein set forth and fails to cure such breach within thirty (30) days after written notice thereof from Landlord or fails to undertake to cure within such thirty (30) day period and to diligently pursue to completed within the thirty (30) day period; (c) or consents to the appointment of a receiver or conservator or has a receiver or conservator appointed for them; then in addition to all other lawful right or remedy which Landlord may have, Landlord may without further notice decide the following : terminate this lease, or repossess the Demised Premises and with or without terminating, relet the same upon the best terms and highest rent available to Landlord, and if the amount of rent received from the reletting is less than Tenant's rent, Tenant shall immediately pay the difference on demand to the Landlord. But if in excess of Tenant;s rent the entire amount shall belong to the Landlord free of any claims of Tenant thereto. All reasonable expenses of the Landlord in repairing or restoring the Demised Premises to its original condition for reletting. Together with expenses in seeking and obtaining a new tenant, shall be charged to and a liability of Tenant to the extent any such expenses exceed the excess rent the Landlord us to receive such substitute tenant as foresaid.

- a. All rights and remedies of the Landlord are cumulative and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy.

- b. No waiver by the Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.
- c. Shall either parties institute legal proceedings against the other for breach of any provisions herein contained, the prevailing party shall be entitled to recover their costs and expenses from the losing party including reasonable attorneys fees.

17. Quiet Enjoyment. If Tenant promptly and punctually complies with each obligation hereunder, the Tenant shall peacefully have and enjoy the Demised Premises during the term of this lease.

18. Common Areas Costs. If applicable the Tenant shall pay as additional rental monthly its pro rata share of common area maintenance costs and will perform and abide by common area rules and regulations.

In Witness Whereof. Landlord and Tenant have executed this in duplicate originals lease as of the day and year written above.

Amelia Davalos

Amelia Davalos Santibanez

03/23/2026

Date

GUILLERMO MATEO

Guillermo Mateo

03/23/26

Date