

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is entered into on the 2 day of February, 2026 (the “**Effective Date**”), between Refuel Operating Company, LLC, a Delaware limited liability company (“**Landlord**”), and IJJ Atlantic, LLC (“**Tenant**”).

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiently of which is acknowledged, and intending to be legally bound hereby, Landlord and Tenant hereby agree as follows:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant accepts and leases from Landlord, the Premises (as defined herein) for the Permitted Use (as defined herein); to have and to hold the Premises upon the terms and conditions set forth in this Lease for the duration of the Term (as defined herein). As used herein, the “Premises” means approximately 1164 square feet tenant space located at 279 Hwy 24, Cameron, North Carolina within the Refuel convenience store, as depicted on Exhibit A attached hereto.

2. **Term.** The term of this Lease (the “Term”) shall begin on the Effective Date and terminate January 31, 2027, unless sooner terminated as herein provided.

3. **Additional Term.** Tenant shall have three (3) consecutive one-year options with 10% annual increases immediately following the expiration of the initial Term. Tenant must notify Landlord not less than 90 days prior to the expiration date of the Term of their intention to exercise their option.

4. **Condition of Premises.** Tenant shall take the Premises “AS IS”, with no representations or warranties by Landlord. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same “as is”, that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken. Tenant hereby acknowledges that Landlord has made no representations or warranties regarding the Premises or its use for the Permitted Use, all of which are hereby disclaimed.

5. **Rent.** Tenant shall pay Landlord EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00) (the “Rent”) due and payable in monthly installments on the first (1st) day of each month for which Rent is being paid. The first Rent payment due under this Lease shall be due on April 1, 2026. All Rent payments shall be made to Landlord by Automated Clearing House (ACH) transfer pursuant to the instructions provided to Tenant by separate document, or by such other means as Landlord may designate in writing to Tenant. In the event Tenant fails to pay Rent or any other charges due hereunder when due and payable, or in the event Tenant’s ACH transfer fails due to insufficient funds or otherwise, Tenant shall owe as penalty an amount equal to the interest on all amounts due, calculated daily for each day such amounts are past due, based on an 18% annual rate. Failure by Tenant to timely pay Rent shall constitute a material breach of this Lease, subject to termination by Landlord.

6. **Permitted Use.** Tenant shall use and occupy the Premises solely for the operation of a Brazilian jiu jitsu academy and related martial arts training facility, including group classes, private instruction, and the sale of customary related merchandise, and for no other purpose (the "Permitted Use"). Tenant may not sell alcoholic beverages, tobacco products, any other bottled or packaged beverages, branded coffee, snack food items, candy, lottery tickets, novelty items or any other items typically sold at a gas station/convenience store. Tenant, at its expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force with respect to the use, occupation or alteration of the Premises. Tenant shall not make any alterations, additions or improvements on or to the Premises ("Alterations") without the prior written consent of Landlord, which shall not be unreasonably withheld. All Alterations desired by Tenant shall be made only at Tenant's expense, in a good and workmanlike manner and in accordance with plans and specifications which have been previously approved in writing by Landlord. Landlord reserves the right to approve any contractor, which approval shall not be unreasonably withheld, and to require adequate lien waivers, bonds, permits, licenses and insurance. All Alterations shall remain thereon at the termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which event Tenant shall comply to the end that the Premises shall be restored to the same condition in which they were found prior to the commencement of work resulting in the Alterations.

7. **Maintenance by Landlord; Tenant Provides Services.** Landlord shall maintain in good condition and repair the electrical and plumbing systems exterior to the Building, as well as common areas of the property surrounding the Premises; provided, if Landlord is required to make such repairs by reason of Tenant's negligent act or omission or failure to perform any of its obligations under this Lease, Tenant shall pay Landlord's costs for making such repairs immediately upon presentation of a bill therefor. Failure of Tenant to pay such amount within five (5) days of receipt of such bill shall constitute a material default by Tenant hereunder. As used in this Section, the expressions "exterior walls" or "structural components" shall not be deemed to include store fronts, plate window or show window glass (or substitutes), window cases or window frames, doors or door frames, or closing devices or similar items that are Tenant's obligation to maintain. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements, or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as is otherwise expressly provided herein. Any repair and maintenance obligation of Landlord with respect to the Premises shall be limited to the cost of effecting such repair and maintenance, and in no event shall Landlord be liable for any other amounts, including, but not limited to, any consequential damages, opportunity costs, or lost profits Tenant suffers. Tenant shall provide electrical power, water, sewer, heat and air conditioning, telephone service, garbage removal services and janitorial services to the Premises at its own expense, as well as all other utilities and services required for its use of the Premises. Tenant shall comply with Landlord's reasonable rules and regulations with respect to the Premises, including the timing and method of garbage disposal.

8. **Repair and Maintenance.** Tenant, at its own expense, shall also make any and all maintenance, repairs, and replacements with regard to the interior of the Premises, including without limitation, the repair of any clogged sinks or pipes and any shorted circuits caused by Tenant's electrical usage. Tenant shall also be responsible for the repairs within the Premises and

the building of which the Premises are a part (the "Building") resulting from Tenant's negligence, misuse, or failure to comply with applicable governmental rules and regulations. Tenant shall be responsible for all maintenance and repairs to any improvements to the Premises made by Tenant. Tenant shall be responsible for the cost of any maintenance, repair or replacement incurred because of the actions of Tenant or its agents, servants, employees, or invitees. Landlord shall be responsible for the cost of any other maintenance, repair, or replacement relating to the Premises. There shall be no abatement of rent and no liability of Landlord by reason of any injury or interference with Tenant's business arising from any repairs or Alterations in or to any portion of the Premises or in or to fixtures, appurtenances, and equipment therein. Tenant shall, at its own expense, keep and maintain the Premises in good order and repair during the Term of this Lease, and shall surrender same to Landlord at the expiration or earlier termination of this Lease, including any improvements constructed by Tenant, in as good condition as they were when received (or subsequently improved or altered), normal wear and tear excepted.

9. **Liability Insurance.** Tenant shall procure and continue in force from and after the date Landlord delivers possession of the Premises to Tenant and throughout the Term of this Lease the liability insurance set forth in Exhibit B attached hereto, in accordance with all of the terms and provisions included in said Exhibit.

10. **Indemnity.** Tenant, at Tenant's expense and with counsel reasonably acceptable to Landlord, shall defend, indemnify and hold harmless Landlord from and against any claims, damages, or expenses (including attorney's fees and costs), whether due to damage to the Premises, claims for injury to persons or property, or administrative or criminal action by a governmental authority, where such claims arise out of or from use or occupancy of the Premises by Tenant, its agents, employees or invitees, except where such damage, claims or penalties are determined by a court of competent jurisdiction to have been caused by the gross negligence of Landlord, its employees or agents.

10. **Attorney's Fees.** If any litigation or other legal proceeding shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Lease, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including, without limitation, fees for services of attorneys, paralegals, expert witnesses and legal assistants) at the trial level and in connection with all appellate proceedings.

11. **Landlord Right to Inspect/Right of Entry.** Landlord reserves the right to inspect the Premises and to require Tenant to make any repairs required by this Lease. If the maintenance and repairs deemed necessary by Landlord as set forth in a written notice to Tenant are not commenced within 15 days of receipt of such written notice, Landlord may contract with any firm of its choice and have such maintenance and repairs performed, the cost of which shall constitute additional rent and shall be payable by Tenant upon demand. In addition, Tenant shall permit Landlord, or its agents, to enter the Premises at all reasonable hours and after notice to Tenant for the purpose of (i) inspecting the Premises, (ii) making repairs, (iii) discharging any obligation of Landlord under this Lease, and (iv) showing the Premises to prospective or current mortgagees or

purchasers of Landlord' s interest in the Premises, and at any time within one (1) year prior to the Expiration Date to persons wishing to lease the Premises.

12. **Non-Waiver.** The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord and Tenant may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

13. **Assignment and Subletting.** Tenant shall not have the right to assign or sublet the Premises without the prior written consent of Landlord, which may be withheld for any reason. Tenant shall not be released of any liability under this Lease in the event Landlord consents to any assignment or subletting.

14. **Clean-Up.** Tenant agrees to clean up the Premises prior to the expiration of the Term such that the Premises are in the same condition as prior to the Term, wear and tear excepted.

15. **Notices.** All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by national overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Either party hereto, or any such holder, may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.

If to Landlord: Refuel Operating Company, LLC
4105 Faber Place Dr. Suite 300
North Charleston, SC 29405
Attn: Legal Department
Email: ibowers@refuelmarket.com; legal@refuelmarket.com

If to Tenant: William Moore

Email: william@ijjatlantic.com

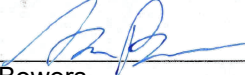
16. **Miscellaneous.** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant. The proper grammatical changes shall be understood and apply where necessary to designate the plural rather than the singular and the masculine or feminine gender. It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease. The captions and titles appearing within this Lease are for reference only and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. This Lease shall be

construed and enforced in accordance with the laws of the State of South Carolina. This Lease, including the exhibits and schedules attached hereto, contains the complete agreement between the parties regarding the terms and conditions of the Lease of the Premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease may be modified only by written instrument duly executed by both parties. Tenant shall be responsible for any action of the other vendors on the Premises.

IN WITNESS WHEREOF, the undersigned hereby execute and deliver this Lease as of the date first above written, representing and warranting by their signature that they are duly authorized and empowered to execute this Lease.


LANDLORD:

Refuel Operating Company, LLC, a
Delaware limited liability company

By: 
Name: Ian Bowers
Its: General Counsel

TENANT:

IJJ Atlantic, LLC



William E. Moore


Holly N. Moore

EXHIBIT A



EXHIBIT B

As a minimum, the following insurance is required:

The Minimum Limits required may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein. If the Tenant maintains greater limits, the chart below shall not limit the amount of insurance available to the Owner/Landlord and the minimum limits specified below are increased to the greater limits. **

TYPE OF COVERAGE	LIMITS & COMMENTS
<p>Commercial General Liability: Combined Single Limit for Bodily Injury & Property Damage (written on ISO CG0001 or substantial equivalent)</p> <ul style="list-style-type: none"> • Personal Injury Liability • Products and Completed Operations 	<p>\$2,000,000 Each Occurrence \$2,000,000 General Aggregate</p> <ul style="list-style-type: none"> • <i>Per Location General Aggregate Endorsement</i> <p>\$2,000,000 Each Occurrence \$2,000,000 Aggregate</p>
<p>Automobile Liability: all vehicles owned, non-owned, hired or otherwise used in connection with business operations on or from this premises</p>	<p>\$2,000,000 Combined Single Limit for Bodily Injury Property Damage</p>
<p>Workers' Compensation Insurance: with Employers Liability:</p>	<p>Statutory Limits</p> <p>\$2,000,000 each accident, \$2,000,000 each person for disease and \$2,000,000 aggregate for disease</p>

CERTIFICATE HOLDER:
FR REFUEL HOLDINGS, LLC
REFUEL OPERATING COMPANY, LLC
4105 FABER PLACE DR, # 300
NORTH CHARLESTON, SC 29405

**** ALL REQUIREMENTS ON PAGE 2 MUST BE PROVIDED WITH THE CERTIFICATE.**

- 1. ALL LIABILITY POLICIES EXCEPT WORKERS' COMPENSATION AND PROFESSIONAL LIABILITY SHALL BE ENDORSED TO NAME FR REFUEL HOLDINGS LLC AND REFUEL OPERATING COMPANY, LLC ("REFUEL") ITS SUBSIDIARIES, AFFILIATES, PARTNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND OTHER PARTIES IDENTIFIED AND BY REFUEL AS ADDITIONAL INSURED TO THE MAXIMUM EXTENT PERMITTED BY LAW. ENDORSEMENT PREFERRED IS CG 20 11. EQUIVALENT FORMS MUST PROVIDE COVERAGE NO LESS BROAD AS THE FORMS REQUIRED HEREIN.**
- 2. ALL POLICIES SHALL BE ENDORSED TO WAIVE SUBROGATION AGAINST "REFUEL".**
- 3. WORKERS' COMPENSATION SHALL BE ENDORSED TO DESIGNATE "REFUEL" AS *ALTERNATE EMPLOYER*.**
- 4. ALL INSURANCE POLICIES SHALL BE ISSUED BY INSURANCE COMPANIES HAVING A MINIMUM BEST'S RATING OF A/VIII (OR SHALL OTHERWISE BE ACCEPTABLE TO OWNER) AND SHALL NOT BE SUSPENDED, VOIDED, CANCELLED, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER SIXTY (60) DAYS PRIOR WRITTEN NOTICE SHALL HAVE BEEN GIVEN TO TENANT BY THE INSURANCE CARRIER(S). TENANT MUST IMMEDIATELY, NO MORE THAN TWENTY (20) DAYS AFTER TENANT IS NOTIFIED, PROVIDE NOTICE TO THE OWNER.**
- 5. TENANTS COVERAGE SHALL INCLUDE CONTRACTUAL LIABILITY INSURANCE SUFFICIENT TO SUPPORT THE INDEMNITY OBLIGATIONS UNDER THE CONTRACT. NO ENDORSEMENT OR POLICY TERMS SHALL BE PERMITTED WHICH LIMITS, REDUCES, OR MODIFIES THE STANDARD ISO (CG 0001) DEFINITION OF INSURED CONTRACT AND/OR THE CONTRACTUAL LIABILITY EXCLUSION. ENDORSEMENTS SPECIFICALLY PROHIBITED UNDER THIS SECTION INCLUDE, BUT OR NOT LIMITED TO CG2139. ADDITIONALLY, NO EXCLUSION FOR ASSAULT AND BATTERY AND NO EXCLUSION FOR ABUSE OR MOLESTATION.**
- 6. PRIOR TO COMMENCEMENT OF LEASE, TENANT SHALL DELIVER TO "REFUEL" CERTIFICATES OF INSURANCE* ACCEPTABLE TO THE OWNER TO EVIDENCE ALL SUCH INSURANCE COVERAGES. OWNER RESERVES THE RIGHT TO REQUIRE COMPLETE AND CERTIFIED COPIES OF ALL SUCH INSURANCE POLICIES AT ANY TIME.**
- 7. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF THE OCCURRENCE OF A CASUALTY OR OTHER LOSS, AND INSURANCE PROVIDED BY OWNER AND TENANT ARE BOTH APPLICABLE TO SUCH CASUALTY OR LOSS, THEN THE INSURANCE PROVIDED BY TENANT WILL BE PRIMARY TO AND NOT SEEK CONTRIBUTION FROM THE INSURANCE PROVIDED BY OWNER.**

- **CERTIFICATES OF INSURANCE –**
 - **LIABILITY INSURANCE - ACORD FORM 25**
 - **ATTACHMENTS MUST INCLUDE (BUT NOT LIMITED TO):**
 - **ADDITIONAL INSURED ENDORSEMENT**
 - **WAIVER OF SUBROGATION ENDORSEMENT**
 - **PRIMARY INSURANCE ENDORSEMENT**

- **CERTIFICATES WITHOUT THE PROPER ATTACHMENTS WILL BE REJECTED AS INCOMPLETE.**

REFUEL'S ACCEPTANCE OF A NON-CONFORMING COI SHALL NOT OPERATE AS: (1) A WAIVER OF ANY INSURANCE REQUIREMENT STATED ABOVE; OR (2) A LIMITATION OF LIABILITIES ASSUMED UNDER THE INDEMNIFICATIONS PROVIDED UNDER THIS AGREEMENT.