

(3) Franchisee will carry on business under the trade name and style of Tenant in such manner that the business appears to the public to be an integral part of Tenant's business operations;

(4) Tenant will provide Landlord with a copy of each concession, franchise or license agreement or other operating agreement (all of the foregoing being collectively referred to as "Franchise Agreement") prior to its execution. Landlord will have the right to approve the terms of such Franchise Agreement to make sure that it is not in conflict or inconsistent with the terms of the Lease. Tenant agrees to make such changes requested by Landlord as a condition to Landlord's approval.

(5) Franchisee will not detrimentally affect the Shopping Center or the interest of Landlord therein or cause gross revenue to decline;

(6) Franchisee will continue to provide a fair balance of customer traffic and attraction to the Shopping Center and a proper tenant mix;

(7) Franchisee will not violate any covenant given by Landlord to, or any agreement made by Landlord with, any other tenant or occupant of the Shopping Center;

(8) Franchisee will be fully trained and: (a) of good reputation and business capabilities with a history of successful business operations in the business required to be conducted by Tenant in the Leased Premises pursuant to Section 5.01 of the Lease (use clause), and (b) of substantial means and finances (as determined by the Landlord) and in a position to satisfactorily finance its business operation in the Leased Premises;

(9) Franchisee will operate the same business as Tenant required by Section 5.01 (use clause) of the Lease and the type and quality of merchandise sold from the Leased Premises will be at least equal in character to that sold by Tenant in the Leased Premises;

(10) Franchisee or any principal shareholder of Franchisee or any corporation or partnership in which such shareholder is or has been a principal or partner has not defaulted under a lease with Landlord or any other landlord in any other shopping center;

(11) Principal shareholders of a corporate Franchisee will agree to execute an indemnity agreement, prepared by Landlord at Tenant's expense, in favor of Landlord in respect of

Franchisee's obligations under Landlord's form of sublease. It is understood and agreed that a principal shareholder's refusal to indemnify Landlord will bar Landlord's approval of Franchisee.

C. By reviewing the terms of the Franchise Agreement referred to in Section B(4) Landlord does not hereby acknowledge or approve of any of its terms as between tenant, as franchisor, and Franchisee, except for the grant of the franchise itself

D. Landlord and Tenant acknowledge and agree that if any terms, covenants, or conditions contained in the Franchise Agreement between Tenant as franchisor, and Franchisee, are in conflict with the terms, covenants and conditions contained in the Lease, the terms, covenants and conditions in the Lease shall prevail.

ARTICLE XIV

WASTE, GOVERNMENTAL REGULATIONS

SECTION 14.01. WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenants in the building in which the Leased Premises may be located, or in the Center, or which may disturb the quiet enjoyment of any person within a reasonable distance from the boundaries of the Center.

SECTION 14.02. GOVERNMENTAL REGULATIONS.

Tenant shall, at Tenant's sole cost and expense, comply with all the requirements of all parish, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XV

DESTRUCTION OF LEASED PREMISES

SECTION 15.01. NON SUBSTANTIAL DAMAGE.

In case the Leased Premises shall be non substantially damaged by fire, windstorm or other casualty, the Landlord shall proceed to repair such damage and restore the Leased Premises to substantially their condition at the time of such damage, but the Landlord shall not be responsible for any delay which may result from any cause beyond its reasonable control, including, but not limited to, delays caused in adjusting the insurance loss.

SECTION 15.02. SUBSTANTIAL DAMAGE.

In case the Leased Premises shall be substantially (as that term is hereinafter defined) damaged or destroyed by fire, windstorm or other casualty, Landlord shall have the right to terminate this Lease provided that Landlord gives the Tenant notice of such election to terminate within sixty (60) days after Landlord first receives written notice from the Tenant of such damage or destruction; or the Landlord shall have the right to have this Lease remain in full force and effect, in which case the Landlord shall proceed to repair or rebuild the Leased Premises to substantially the condition at the time of such damage or destruction (subject, however, in zoning laws, title restrictions and building codes then in existence), but the Landlord shall not be responsible for any delay which may result from any cause beyond its reasonable control, including, but not limited to delays caused in adjusting the insurance loss. Rent shall be abated in any case of substantial damage until use of the premises is restored to Tenant. If the Landlord elects to rebuild and repair the premises after substantial damage, but fails to do so, then in that event Tenant shall have the right to terminate this lease upon written notice to Landlord, and thereafter Landlord and Tenant shall have no further rights against each other unless damage to a party is shown by clear and convincing evidence.

SECTION 15.03. TERMINATION RIGHTS.

In case the Leased Premises shall be substantially (as that term is hereinafter defined) damaged or destroyed by fire, windstorm or other casualty within the last twelve months of the term of this Lease, Tenant may terminate this Lease provided Tenant gives written notice of such election to Landlord within Thirty (30) days after such damage or destruction.

SECTION 15.04. RENT ABATEMENT.

In the event that the provisions of Section 15.01 or 15.02 of this Article XV hereof shall become applicable, the minimum rent and other charges shall be abated or reduced proportionately during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the business of the Tenant in the Leased

Premises, having regard to the extent to which the tenant may be required to discontinue its business in the Leased Premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by the Landlord of such work of repaired/or reconstruction as the Landlord is obligated to do. Nothing in this section shall be construed to abate or reduce percentage rent.

SECTION 15.05. DEFINITION.

The terms "substantially damaged" and "substantial damage" as used in Article XV shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the Leased Premises restored within ninety (90) days from the time that such repair or restoration work could be commenced.

ARTICLE XVI

EMINENT DOMAIN

SECTION 16.01. TOTAL OR PARTIAL CONDEMNATION.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasipublic use or purpose, then the term of the Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. If the whole of the common parking areas in the Center shall be acquired or condemned by eminent domain for any public or quasipublic use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless the Landlord shall take immediate steps to provide other parking facilities as hereinafter permitted substantially equal to the herein stipulated minimum ratio between the common parking areas and the Leased Premises, and such herein before stipulated minimum parking facilities shall be provided by the Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that the Landlord shall provide such herein stipulated minimum parking facilities, then this Lease shall continue in full force and effect. In any event, the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasipublic use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of the Lease shall cease and terminate as

of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of the Lease. In the event of partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Tenant, then the Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and the Lease shall continue in full force and effect, and the fixed minimum rent shall be reduced proportionately as to the portion lost in the taking. If any part of the parking areas in the Center shall be acquired or condemned by eminent domain for any public or quasipublic use or purpose, and if as the result of such partial taking, the ratio of square feet of parking area to square feet of the interior floor space in the Center is reduced to a ratio below 70% of the ratio required in this Lease, then the term of this Lease shall cease and terminate from the date of title vesting in such proceeding unless the Landlord shall take immediate steps toward increasing the parking ratio to the said 70% level by providing additional parking area, multilevel parking, ramp parking or otherwise, in which event this Lease shall be unaffected and remain in full force and effect as between the parties. In any event, the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

SECTION 16.02. RIGHTS OF LEGAL ACTION.

In the event of a total or partial acquisition, appropriation or taking by expropriation or condemnation proceedings or by any right of eminent domain for any public or quasipublic use or purpose of the Center, including the Leased Premises and any common areas or any part thereof, the Landlord shall have the right, to sue for, prove, collect and retain and recover the total amount of all awards damages and proceeds thereof which represent the Landlord's business loss and the total market value of the property taken and all severance damages to the remainder, if any, including any severance damages which the Tenant might suffer as a result of the taking of any rights or easements of the Tenant to all or any part of the common areas, the total value of the leasehold interest, and any severance damage thereto, if any, and the tenant shall be entitled to no awards, damages or proceeds for the value of any leasehold interest or for any severance damage thereto or for any severance damages because of the taking of any common areas except those which may be specifically awarded to the Tenant for the taking of its furniture, equipment or fixtures, and the improvements which were paid for and belong to the Tenant, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease or for the value of any leasehold interest whatsoever.

SECTION 16.03. RENT ABATEMENT.

In the event of such taking of the Leased Premises, the minimum rent and other charges, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated. Nothing in this section shall be construed to abate or reduce percentage rent.

ARTICLE XVII

TENANT'S PROPERTY

SECTION 17.01. TAXES ON LEASEHOLD.

Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind placed in, upon or about the Leased Premises by Tenant.

SECTION 17.02. LOSS AND DAMAGE.

Landlord shall not be liable for any damage to property of Tenant, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury (including death) or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the root street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Tenants or persons in the Leased Premises, occupants of adjacent property of the shopping center, or the public, or caused by operations in construction of any private, public or quasipublic work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part except for a period of one (1) year from the date of substantial completion of the Center and then, within the one (1) year, only for the curing of such defects. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

ARTICLE XVIII

FORCE MAJEURE, RELEASE AND EXCULPATION

SECTION 18.01. EXCUSE OF LANDLORD'S PERFORMANCE, FORCE MAJEURE.

Anything in this Lease to the contrary notwithstanding Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, or any other cause whatsoever (including failure of Tenant to supply necessary data or instructions) beyond the reasonable control of Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

SECTION 18.02. LIMITATION OF REMEDIES.

Anything herein to the contrary notwithstanding, Tenant shall look solely to Landlord's interest in the Leased Premises and in the Center for, the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord based upon any default hereunder, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such claim, judgment or decree; Landlord shall assign to Tenant any and all guarantees of workmanship, equipment and materials which it may receive.

ARTICLE XIX

DEFAULT OF THE TENANT

SECTION 19.01. EVENTS OF DEFAULT.

In the event that (I) default is made by Tenant at any time in payment of any rent or additional rent due hereunder and such default shall continue for a period of five (5) days after written notice from Landlord, or (II) default shall be made by Tenant in the duties observed and performance of any other covenant condition, or stipulation herein agreed by Tenant to be by it observed or performed, and such default shall continue for a period of fifteen (15) days after written notice by Landlord detailing the particulars of such default, or (III) Tenant shall suffer or permit any lien to be filed against the Leased Premises or against any portion of Landlord's land

and such lien is not canceled within thirty (30) days following the filing thereof, or (IV) Tenant receives three (3) default notices for the violation of the same article, term, or covenant hereunder within any two (2) year period, or (V) a petition for voluntary or involuntary bankruptcy or for a respite or for the appointment of a receiver or syndicator of a reorganization shall be filed by or with respect to Tenant, then upon the happening of any such event, without in any way limiting the other rights of Landlord, Landlord shall thereafter have the full right, at its option, (1) to cancel this Lease effective immediately or as of any date which Landlord may select, or (2) to declare the rent for the whole unexpired term of this Lease to at once become due and eligible and thus to at once demand and sue for the entire rent for the whole term, (3) to proceed one or more times for past due installments or rental without prejudicing its rights to proceed later for remaining installments or to exercise any other remedy, or (4) to have recourse to any other remedy to which Landlord may be entitled by law. In the event Landlord exercises the right to cancel the Lease, then (a) Landlord shall at its discretion have the right as soon as said cancellation is effective to reenter the Leased Premises and relet the same for such price and on such terms as may be available without notice or other proceedings, Tenant hereby assenting thereto and expressly waiving the necessity of any notice to vacate; and (b) Tenant shall be and remain liable not only for all rental payable to the date the cancellation becomes effective but also for all damage, loss, expenses, costs and fees suffered by Landlord for the remaining term of this Lease, or renewal thereof, resulting from such cancellation.. Landlord shall further have the right to distrain any property of Tenant located on the Leased Premises. Failure of Landlord to exercise any rights in the event of default shall not be considered a waiver of such rights.

Should an agent or attorney be employed to give special attention to the enforcement of protection of any claim of Landlord arising from this Lease, Tenant shall pay, as fees and compensation to such agent or attorney an additional sum of 25% of the amount of such claim; the minimum fee, however, to be \$100.00, or if the claim be not for money, then such sum will constitute a reasonable fee, together with all costs, charges and expenses.

SECTION 19.02. LANDLORD'S LIEN.

Landlord does not impress a lien on the property of Tenant for the payment of rent, but does reserve the right to levy on said property, as by law provided, in the event Tenant breaches the terms and conditions of this Lease Agreement and Landlord obtains a judgment in a court of competent jurisdiction as a result of such breach.

SECTION 19.03. RIGHT TO RELET.

Should the Landlord elect to reenter as herein provided or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, 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 Leased Premises, and re-let said Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other term and conditions as Landlord at its sole discretion may deem advisable; upon each such re-letting all rentals received by the Landlord from such re-letting shall apply first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of said Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys fees and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable to Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have reentered, re-let, or terminated this Lease, in the event of any default or breach by Tenant, at the election of Landlord (1) the entire rent for the whole term of this Lease and any other indebtedness of Tenant to Landlord hereunder shall be immediately due and payable, or (II) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness.

SECTION 19.04. NON-EXCLUSIVE REMEDIES.

The mention of this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

SECTION 19.05. LEGAL EXPENSES.

In case suit shall be brought, or an attorney shall be employed, for recovery or possession of the Leased Premises, for the recovery of rent or any other amounts due under the provisions of this Lease, or for the enforcement of, or because of the breach of, any covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all costs and expenses incurred.

ARTICLE XX

HOLDING OVER

SECTION 20.01. HOLDING OVER

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. However, no holding over shall result in the waiver, loss or diminution of any of Landlord's rights either under the terms of this Lease or under applicable law.

ARTICLE XXI

QUIET ENJOYMENT

SECTION 21.01. LANDLORD'S COVENANT.

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject nevertheless, to the terms and conditions of this Lease.

ARTICLE XXII

MISCELLANEOUS

SECTION 22.01. WAIVER

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such a waiver be in writing by Landlord.

SECTION 22.02. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided, unless otherwise agreed upon by the parties in writing.

SECTION 22.03. ENTIRE AGREEMENT.

The Lease, the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements,

conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 22.04. SOLELY FOR BENEFIT OF PARTIES.

It is expressly understood and agreed that this Lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify, revoke or rescind this Lease or any covenant herein contained in any writing and at any time.

SECTION 22.05. NO PARTNERSHIP.

Landlord does not, in any way or for any purpose, became a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

SECTION 22.06. NOTICES.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed (a) if to Landlord at the address first herein given or at such address as Landlord may designate by written notice and (b) if to Tenant at the address first herein given or at such other address as Tenant shall designate by written notice.

SECTION 22.07. CAPTIONS AND SECTION NUMBERS.

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in way affect this Lease.

SECTION 22.08. PARTIAL INVALIDITY.

If any section, clause, sentence, word, or provisions of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provisions shall thereby become null and void, the remainder of this Lease shall not be affected thereby and each remaining provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 22.09. RECORDING.

Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference. Landlord shall record this Lease or said short form and shall pay the cost of recording same.

SECTION 22.10. TENANT AND LANDLORD DEFINED.

The words "Tenant" and "Landlord" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein or Landlord 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 any one thereof, and shall have the same force and effect as if given by or to all thereof. 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, or 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.

SECTION 22.11. ADDRESS OF LEASED PREMISES.

The mailing address of the Leased Premises shall be: 1165 East Cumberland Street, Suite 106, Dunn, North Carolina 28334.

SECTION 22.12. EXAMINATION OF LEASE.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for Lease, and this instrument shall not become effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION 22.13 APPLICABLE LAW.

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

[Faint, illegible handwritten text]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

TTP EAST POINTE, LLC:

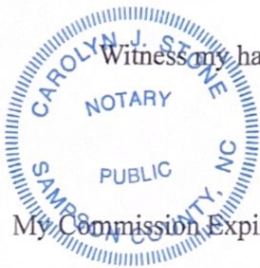
by Meda Williams
Meda T. Williams, Manager

TENANT:

Jason Johnson, Jr.
Jason Johnson, Jr.
Gillian Johnson
Gillian Johnson

STATE OF NORTH CAROLINA
COUNTY OF Sampson

I, Carol J. Stone, a Notary Public in and for said County and State,
do hereby certify that Meda T. Williams personally came before me this day and acknowledged
the due execution of the foregoing instrument.



Witness my hand and notarial seal, this the 15th day of April, 2022.

Carol J. Stone
Notary Public

My Commission Expires: 9.26.26

(STAMP/SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Harnett

I, Kelli P. Burney, a Notary Public in and for said County and
State, do hereby certify that Jason Johnson, Jr. and Gillian Johnson, personally came before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 1st day of April, 2022.

Kelli P. Burney
Notary Public

My Commission Expires: 9/24/2023

(STAMP/SEAL)

Kelli P Burney
Notary Public
Harnett County, NC

EXHIBIT B
RULES AND REGULATIONS

EXHIBIT A

THE SHOPPING CENTER

(1) All loading and unloading of merchandise shall be done in the designated loading and unloading areas designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as to the judgment of Landlord and necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of containers specified by Landlord and shall be placed inside of the Leased Premises except for collection in the manner and the times and places specified by Landlord. Tenant shall pay the cost of removal of any such garbage unless otherwise specified.

(4) No signs or notices, or other similar devices shall be installed within the Leased Premises or on any structure located on the premises, without the prior written consent of Landlord. Any signs or notices without such written consent shall be subject to removal without notice or any other consequences of a Tenant may incur for violation of applicable laws, ordinances, regulations or the provisions, which shall be deemed to be a violation of the terms of this lease, which jeopardize the safety or health of the public, or which are determined by Landlord.

(5) No loud speakers, televisions, or amplifiers, radios or other devices which require a remote control to be used or any outside the Leased Premises without written consent of Landlord.

(6) If the Leased Premises are equipped with fire alarm systems, the Tenant shall maintain the Leased Premises as a fire alarm system, which is provided, designed, used, tested and serviced.

(7) The tenant shall immediately inform Landlord of any damage to the Leased Premises, including any loss of, or damage to, any equipment, fixtures, or merchandise, or any other property, and shall pay to Landlord the cost of replacement of such items.

EXHIBIT B
RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Leased premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time. Franchisor of a Tenant may require the use of television and other electronic equipment in the premises, which shall be permitted by Landlord inside the premises only, except in cases which jeopardize the public safety or create a nuisance, as solely determined by Landlord.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without written consent of Landlord.

(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

(9) Tenant shall use at Tenant's cost a qualified pest extermination contractor, whose services shall be scheduled so as not to reasonably interfere with the operation of the Shopping Center.

(10) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Center, or within one mile of the outside property lines of the Shopping Center.

(11) Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other Tenants of the Center or its officers, employees, agents, servants, customers or invitees.

(12) Landlord reserves the right to regulate and control traffic and parking on the premises, and Tenant shall cooperate with Landlord. Landlord states that it will regulate traffic and parking in such manner as will be beneficial to all tenants in the building, and will do its best to facilitate the needs of all businesses located in the building.