

SHOPPING CENTER LEASE AGREEMENT

BY AND BETWEEN

**RCG-DUNN, LLC
a Georgia limited liability company**

("Landlord")

AND

Antonia Avalos Lopez and Concepcion Rojas Romo, as individuals

(collectively, "Tenant")

DATED: September 22, 2022

**SHOPPING CENTER LEASE AGREEMENT
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RIDER & EXHIBITS:

Rider	
Exhibit A: Legal Description	Exhibit D: Sign Criteria
Exhibit A-1: Site Plan	Exhibit E: Rules and Regulations
Exhibit B: Landlord's Work	Exhibit F: Exclusives and Restrictions
Exhibit C: Tenant's Work	Exhibit G: Guaranty

SHOPPING CENTER LEASE AGREEMENT

This Lease ("Lease"), entered into this 22nd day of September, 2022 (the "Effective Date"), between the landlord and the tenant hereinafter named:

**ARTICLE 1
DEFINITIONS AND CERTAIN BASIC PROVISIONS**

In addition to other terms which are elsewhere defined in this Lease, the following terms when used in this Lease with the first letter of each word capitalized shall have the meanings set forth in this section, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein.

- (A) **LANDLORD:** RCG-Dunn, LLC, a Georgia limited liability company
- (B) **ADDRESS:** One Buckhead Plaza
3060 Peachtree Road, Suite 400
Atlanta, Georgia 30305
Attn: Legal Dept

With a copy to Landlord's Agent: RCG Ventures I, LLC
One Buckhead Plaza
3060 Peachtree Road, Suite 400
Atlanta, Georgia 30305
Attn: Property Management

- (C) **RENT PAYMENT ADDRESS:** RCG-Dunn, LLC
PO Box 53483
Atlanta, Georgia 30355
- (D) **TENANT:** Antonia Avalos Lopez and Concepcion Romo Rojas,
as individuals, collectively
- (E) **TENANT'S ADDRESS:** 2506 Shepherd Valley Street
Raleigh, North Carolina 27610
- (F) **TENANT'S TRADE NAME:** Tortilleria Rotiseria Don Chon
- (G) **LEASED PREMISES NAME & ADDRESS:** Harnett Crossing
2116 W. Cumberland Street
Dunn, North Carolina 28334
- (H) **LEASED PREMISES:** For purposes of this Lease Agreement, the gross leasable square footage of the Leased Premises shall be deemed to be approximately 1,582 square feet, in store space 2116, such premises being crosshatched on the plan attached hereto as Exhibit A-1, and being a part of the Shopping Center.
- (I) **LEASE TERM:** Commencing on the "Rent Commencement Date" as hereinafter defined and ending seven (7) years and two (2) months thereafter except that in the event the Rent Commencement Date is a date other than the first day of a calendar month, said Lease Term shall extend for the number of days remaining in the calendar month following the Rent Commencement Date, as further defined in Article 8.
- (J) **LEASE COMMENCEMENT DATE:** The later of the (i) date first written above or (ii) the date Landlord delivers the Leased Premises to Tenant. If Landlord shall be unable to deliver the Leased Premises to Tenant as a result of any delay caused by Tenant, the Lease Commencement Date shall be deemed to be the date that the Landlord would have delivered the Leased Premises but for such delay.

RENT COMMENCEMENT DATE: The earlier of (i) ninety (90) days from the Lease Commencement Date or (ii) the date on which Tenant opens for business in the Leased Premises, as further defined in Article 8.

- (K) **MINIMUM GUARANTEED RENT:** Payable in advance, as further defined in Article 3.

<u>Term</u>	<u>Monthly</u>	<u>Annually</u>	<u>PSF</u>
Months 1-2	\$0.00*	\$0.00*	\$0.00*
Months 3-14	\$2,109.33	\$25,312.00	\$16.00
Months 15-26	\$2,175.25	\$26,103.00	\$16.50
Months 27-38	\$2,241.17	\$26,894.00	\$17.00
Months 39-50	\$2,307.08	\$27,685.00	\$17.50
Months 51-62	\$2,373.00	\$28,476.00	\$18.00
Months 63-74	\$2,438.92	\$29,267.00	\$18.50
Months 75-86	\$2,504.83	\$30,058.00	\$19.00

***FREE RENT PERIOD:** Commencing on the Rent Commencement Date, as long as Tenant is not in default under the Lease, Tenant shall receive a "Free Rent Period". The Free Rent Period shall be defined as two (2) months of free Minimum Guaranteed Rent; provided, the Opening Failure Rent (as defined in Article 8) shall be due and payable in full notwithstanding any free Rent during the Free Rent Period. Tenant shall be responsible for paying Additional Rent during the Free Rent Period, including but not limited to Common Maintenance Expenses, Real Estate Taxes and Insurance.

- (L) **PERCENTAGE RENT:** None.
- (M) **ESTIMATED INITIAL COMMON MAINTENANCE EXPENSE** payment per month, adjusted annually, as further defined in Articles 14 and 17: **\$59.33**.
- (N) **ESTIMATED INITIAL TAX EXPENSE** payment per month, adjusted annually, as further defined in Article 17: **\$83.06**.
- (O) **ESTIMATED INITIAL INSURANCE EXPENSE** payment per month, adjusted annually, as further defined in Articles 17, 20, 21 and 22: **\$59.33**.
- (P) **TOTAL INITIAL MONTHLY RENT PAYMENT:** **\$2,311.05** due upon Tenant's execution of this Lease.
- (Q) **SECURITY DEPOSIT**, as further defined in Article 7: **\$6,933.15** due upon Tenant's execution of this Lease.
- (R) **PERMITTED USE**, as further defined in Article 10: The Leased Premises may only be used as a **Mexican take-out restaurant** and for no other purpose without Landlord's prior written consent.
- (S) **LEASE YEAR:** The first twelve (12) full calendar months after the Rent Commencement Date and each succeeding twelve (12) month period thereafter.
- (T) **SHOPPING CENTER:** The real estate owned by Landlord legally described on Exhibit A above on which the buildings and other improvements are now or hereafter placed thereon, together with such changes, additions, or deletions thereto as Landlord may from time to time designate. Landlord reserves the right to change the size, number and location of buildings and other improvements which from time to time constitute a part of the Shopping Center, provided that reasonable access to the Leased Premises and the parking areas shall not be materially impaired. See Exhibit A.
- (U) **COMMON AREAS:** Those areas of the Shopping Center which are from time to time made available by Landlord for use by the tenants of the Shopping Center and/or by the public, such as, by way of illustration but not limitation, parking areas, driveways, truckways, delivery passages, common truck loading areas, walkways, planted areas, landscaped areas, community rooms, and restrooms which are not leased to or reserved for individual tenants.
- (V) **ADDITIONAL RENT:** Additional Rent as defined in Articles 6 and 17.
- (W) **RENT:** Minimum Guaranteed Rent and Additional Rent.

ARTICLE 2 GRANT

In consideration of the Rent agreed to be paid and of the covenants and agreements made by the respective parties hereto, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises, upon the terms and conditions herein provided, together with the right to use, in common with others entitled thereto, the Common Areas (as herein defined), subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Landlord may relocate the Leased Premises and may increase, reduce or change the number, dimensions and location of the improvements comprising the Shopping Center or any of them in any manner as Landlord shall deem proper.

Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Leased Premises.

ARTICLE 3 RENT

Tenant agrees to pay Landlord, without notice, demand, deduction or offset whatsoever, the Minimum Guaranteed Rent as shown in Article 1(K), payable monthly in advance on the first day of each and every calendar month during the term of this Lease.

Tenant acknowledges and agrees that Landlord maintains an electronic payment portal which can be accessed at rcgventures.mritenantconnect.com (the "Payment Portal"), pursuant to which Tenant may view statements and account balances, make online Rent payments, and manage its sales reporting information. Within seven (7) days following the Effective Date, Tenant shall create a Tenant account on the Payment Portal by logging onto the Payment Portal and providing all information reasonably required by Landlord for Tenant's enrollment in the Payment Portal, including, without

limitation, bank account information or credit card information so that Tenant can pay Rent through the Payment Portal. Upon creation of Tenant's Payment Portal account, and beginning with Tenant's first payment of Rent which is due after the Effective Date, Tenant shall pay Rent through the Payment Portal unless otherwise directed in writing by Landlord. Landlord shall not be obligated to maintain the Payment Portal at any time, and upon prior notice provided to Tenant, Landlord may discontinue, modify and/or re-implement the Payment Portal, and any discontinuation of the Payment Portal shall not modify Tenant's obligation to pay Rent hereunder. For so long as the Payment Portal is utilized by Landlord, Tenant covenants and agrees to maintain current information on the Payment Portal so as to allow full utilization thereof, including, without limitation, to allow the timely payment of Rent from Tenant to Landlord through the Payment Portal.

In the event that the Rent Commencement Date shall occur on a day other than the first day of the month, the first rental payment shall be adjusted for the fractional monthly period so that all rental payments other than the first shall be due and payable on the first day of each month.

A late charge of five percent (5%) of the monthly Rent payment shall be added to each and every monthly Rent payment (including Minimum Guaranteed Rent and Additional Rent) which is not received by Landlord prior to the tenth (10th) day of the month for which such payment is due. Such late charge, if added, shall be due and payable on or before the first (1st) day of the month immediately following the month for which the Rent payment was not timely made. Any amount due from Tenant to Landlord hereunder which is not paid when due, including late payment charges, shall bear interest at a rate equal to the lesser of (i) one and one half percent (1.5%) per month from the due date until paid or (ii) the highest rate permitted under applicable law for such obligations. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Nothing contained in this Article 3 or elsewhere in this Lease shall enable Landlord to collect an amount of interest on past due amounts or penalties on late payments (if such penalties are deemed to be interest under applicable law) greater than that allowed by applicable law, and the terms and provisions of this Lease shall be deemed modified to comply with applicable law.

Landlord's election not to charge the stated five percent (5%) penalty for any late payment shall not constitute or be a waiver or preclude Landlord from charging such late payment penalty at other times. Landlord shall be entitled to collect from Tenant all expenses incurred by Landlord involving collection of late Rent, including, but not limited to, reasonable attorneys' fees, insufficient funds fees in the amount of \$100.00 per occurrence, and court costs.

Landlord shall apply any payments received from Tenant in the following order: first, toward the payment of any interest charges accrued against Tenant's account; second, toward the payment of any late charges and any legal expenses or additional administrative costs incurred by Landlord to enforce any provision of this Lease; third, toward the payment of Additional Rent, including, without limitation, Taxes, Insurance and/or Expenses (as defined in Article 17); and then, toward the payment of Minimum Guaranteed Rent.

ARTICLE 4 PERCENTAGE RENT

Intentionally deleted.

ARTICLE 5 GROSS SALES REPORTING

Upon Landlord's request (which shall be no more than one (1) time per calendar year), Tenant shall submit to Landlord a report of its Gross Sales (as hereinafter defined) during the preceding calendar year on a form satisfactory to Landlord. Such report shall be received by Landlord by the tenth (10th) day following the date of the request. Within forty-five (45) days after the end of each Lease Year, Tenant shall submit to Landlord a statement signed by a public accountant or officer of Tenant, certifying the amount of Gross Sales, from the Leased Premises for such Lease Year.

Tenant shall keep, and shall cause each subtenant, licensee, or concessionaire of Tenant to keep, in the Leased Premises an accurate and complete set of books and records of Tenant's Gross Sales including, without limitation, all sales of merchandise and revenue derived from business conducted in the Leased Premises, cash register tapes, sales slips, order records, records of transactions with subtenants, concessionaires and licensees, banking records, and other such records as may be needed to permit an effective audit of Gross Sales. All such records shall be retained and preserved for at least thirty-six (36) months after the end of the Lease Year to which they relate, or if Landlord shall have begun an audit in accordance with this Article 5, for such longer period as may be required to complete such audit. All such records shall be subject to inspection and audit by Landlord and its agents at all reasonable times. Tenant's obligation to maintain records of Gross Sales and Landlord's right to inspect such records as provided in this Article 5 shall survive any termination, cancellation, or expiration of this Lease.

Landlord, or its agents, shall have the right to inspect the records of Gross Sales relating to the Leased Premises at reasonable times during ordinary business hours upon notice to Tenant. Landlord shall have thirty-six (36) months after the close of any Lease Year to conduct a Gross Sales audit.

The term "Gross Sales" as used herein shall mean the gross proceeds from business done in or from any part of the Leased Premises, including, without limitation, membership fees collected by Tenant, the total dollar amount of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services and of any and all other receipts of business conducted in or from the Leased Premises, including but not limited to, all gift and merchandise certificates, mail, telephone orders, or electronic transactions received or filled at or from the

Leased Premises, deposits not refunded to purchasers including all sums paid on lay-away sales which are or shall become forfeited to Tenant, orders taken in and from the Leased Premises whether or not filled elsewhere (including but not limited to sales generated through electronic media), commissions received on vending machines or other coin operated devices, sales by any sublessee, concessionaire or licensee of Tenant or otherwise in the Leased Premises, and the retail value of any goods, services, food or merchandise received by employees in lieu of earnings. Each sale upon installment or credit shall be regarded as a sale for the full price in the month during which the sale shall be made, irrespective of the time when Tenant shall receive payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts.

Gross Sales, however, shall not include (i) any sums collected and paid out by Tenant for any sales, use, occupation or retail tax imposed by any duly constituted governmental authority upon purchases from Tenant at retail and collectible by Tenant from purchasers; (ii) the amount of returns to shippers or manufacturers; (iii) the exchange of goods or merchandise between the stores of Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which was made at, in, from or upon the Leased Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Leased Premises; (iv) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by Tenant's customer and accepted by Tenant; or (v) sales of Tenant's fixtures not in the ordinary course of Tenant's business.

ARTICLE 6 ADDITIONAL RENT

In addition to the foregoing Minimum Guaranteed Rent, all other payments to be made by Tenant to Landlord pursuant to this Lease shall be deemed to be and shall become additional rent ("Additional Rent") hereunder whether or not the same be designated as such; and shall be due and payable on demand or together with the next succeeding installment of Minimum Guaranteed Rent, whichever shall first occur; and Landlord shall have the same remedies for failure to pay the same as for non-payment of Rent. Landlord, at its election, shall have the right to pay for or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or do such acts requiring the expenditures of monies, Tenant agrees to pay Landlord, upon demand, all such sums, and the sums so paid by Landlord, together with interest thereon, shall be deemed Additional Rent and be payable as such.

ARTICLE 7 SECURITY DEPOSIT

Tenant, concurrently with the execution of this Lease, has deposited with Landlord a Security Deposit in the amount shown in Paragraph 1(Q) as a security for the performance of Tenant's obligations hereunder. If Tenant defaults with respect to any provision of this Lease including but not limited to the provisions relating to the payment of any Rent, Landlord, in its sole discretion, may elect to use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum due to Landlord hereunder or for the payment of any other loss or damage which Landlord may suffer by reason of Tenant's default which shall be applied as described in Article 3 above. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Unless required by applicable law, Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each provision of this Lease to be performed by it, the Security Deposit or any unused balance thereof shall be returned to Tenant, upon request, within thirty (30) days following Lease expiration and upon Tenant's vacating the Leased Premises and removing all of its property. The Security Deposit shall not constitute prepaid Rent or liquidated damages, but it may, at Landlord's sole option, be applied by Landlord toward the payment of the final month's Rent due under the Lease. Landlord may transfer the Security Deposit to a transferee of Landlord's interest in the Leased Premises or the Shopping Center whereupon Landlord shall be released from any further liability with respect to the Security Deposit.

ARTICLE 8 COMMENCEMENT OF TERM AND RENT

The Lease Term and the accrual of Rent hereunder shall commence on the Rent Commencement Date set forth in Article 1(J). The Lease Term shall continue until the expiration of a period equal to the Lease Term (Article 1(I)) after the end of the month in which the Lease Term commences (except that if the Lease Term commences on the first day of a month, the Lease Term shall end after the expiration of a period equal to said Lease Term after such commencement). Except as expressly set forth herein to the contrary, Tenant's covenants and obligations as provided for in this Lease shall be effective and Tenant shall be fully bound thereby from and after the execution of this Lease by Landlord and Tenant.

Prior to the Lease Commencement Date, Tenant and its agents, servants, employees, and contractors may enter upon the Leased Premises with Landlord's prior consent. Tenant hereby agrees that none of such parties nor their work, equipment, or materials will interfere with any work or construction being or to be performed by Landlord or any other tenant of the Shopping Center; that Tenant will indemnify, defend and hold harmless Landlord of and from any and all liability, damage, costs, and expense (including attorneys' fees) for personal injury (including death) and/or property damage attributable directly or indirectly to any act or omission of any one or more of such parties; that Tenant will pay all utility charges with respect to the Leased Premises which accrue on and after the date of the first such entry; and that such entry shall be subject to all terms, conditions, and covenants of this Lease other than those relating to the payment of Rent. Prior to the commencement of construction Tenant shall provide Landlord with evidence of insurance coverage as defined in Article 20 (including, but not limited to, liability insurance) as well as evidence of worker's compensation coverage for any and all contractors involved in said construction.

Within ten (10) days after delivery of the Leased Premises to Tenant, Tenant shall commence construction of its improvements to the Leased Premises. Within **ninety (90) days** from the delivery of the Leased Premises to Tenant, Tenant shall complete all of Tenant's improvements and open for business fully fixtured, stocked and staffed ("Business Opening Date"). Tenant shall notify Landlord that Tenant has opened for business in the Leased Premises within five (5) days after Tenant's Business Opening Date. In the event Landlord notifies Tenant, in writing, that the Leased Premises are substantially completed and thereby delivers the Leased Premises to Tenant, and if Tenant fails to take possession on or before the Rent Commencement Date, and/or to open the Leased Premises for business, fully fixtured, stocked and staffed within thirty (30) days after the Rent Commencement Date (the "Opening Deadline"), then Landlord shall have, in addition to any and all remedies herein provided, the option to immediately cancel and terminate this Lease and Tenant thereby shall forfeit any and all Security Deposit and prepaid Rent. In addition, in the event Tenant shall have failed to complete Tenant's Work and to have opened the Leased Premises for business on or before the Rent Commencement Date, then all of Tenant's charges shall nevertheless commence on the Rent Commencement Date at the rates specified in this Lease, except that Minimum Guaranteed Rent shall commence and be payable at the rate of one-fifteenth (1/15th) of the monthly amount of Tenant's initial Minimum Guaranteed Rent per day (the "Opening Failure Rent") until Tenant shall open for business. In the event Tenant fails to open for business by the Opening Deadline as provided for hereinabove, or thereafter closes for business in the Leased Premises for a period of thirty (30) days or more during any twelve (12) month period, casualty and condemnation excepted, then Tenant shall be in default hereunder, and Landlord, in addition to any and all remedies herein provided shall have the right, but not the obligation, to terminate this Lease and recapture the Leased Premises, and Tenant shall forfeit any and all Security Deposit and Prepaid Rent.

Within seven (7) days after Landlord's request, Tenant shall execute a document in recordable form setting forth the exact Rent Commencement Date of the term of this Lease. Fees relative to recordation of said document shall be borne by Landlord. In any event, Tenant, at Landlord's request, will execute a letter confirming the actual Rent Commencement Date of this Lease.

ARTICLE 9 LEASED PREMISES

For the purpose of this Lease the Leased Premises shall extend to the exterior faces of all walls or to the building line where there is no wall, or to the center line of those walls separating the Leased Premises from other leased premises in the Shopping Center, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the use of the exterior walls and the roof and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center.

ARTICLE 10 USE OF PREMISES

Tenant covenants and agrees to use the Leased Premises only for the permitted uses set forth in Article 1(R) and for no other use. Tenant shall use Tenant's Trade Name in the transaction of business in the Leased Premises. Landlord may enforce this provision by cancellation of this Lease, injunctive or other equitable relief, and in addition to any other remedies available to Landlord, and in the event of any such legal or equitable action, Landlord shall, among other things, be entitled to recover attorneys' fees and costs.

Tenant covenants that it will not:

- (A) sell or display any merchandise, coin operated machines or solicit any sales or maintain any stands in the Common Areas or in front of the Leased Premises or of the line of buildings in the Shopping Center;
- (B) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any other tenant in the Shopping Center, or tend to interfere with any such other tenant's business;
- (C) create or maintain, or allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, offensive odors and smoke or dust in or about the Leased Premises;
- (D) place or maintain any signs in any parking areas serving the Leased Premises;
- (E) commit any waste; or
- (F) maintain or allow to be maintained any excessively bright, changing, flashing or flickering lights or similar devices, the effect of which will be visible from the exterior of the Leased Premises.

Tenant shall not use the Leased Premises for any illegal trade or purpose. Tenant shall at all times comply in its occupancy and use with all applicable local ordinances, all applicable state and federal laws and regulations, and all reasonable rules and regulations prescribed from time to time by Landlord. By execution of this Lease Landlord makes no representations to Tenant that the contemplated use of the Leased Premises meets local zoning and land use ordinances. Tenant shall refrain from permitting any nuisance or unlawful or immoral practice to be carried on within the Leased Premises. Tenant agrees to endeavor to keep the Leased Premises in such a manner so as not to disturb other tenants and/or customers and so as not to detract from the reputation and integrity of the Shopping Center. Tenant shall operate its business in a dignified manner and in accordance with high standards of store operation so as to maintain a character in keeping with the rest of the Shopping Center.

Tenant shall not, without Landlord's prior written consent, conduct within the Leased Premises, any fire sale, auction, or "going-out-of-business" sale.

Tenant's use of the Leased Premises shall be subject, at all times during the Lease Term, to Landlord's right to adopt, modify and/or rescind from time to time reasonable rules and regulations not in conflict with any of the express provisions herein governing the use of the parking areas, malls, walks, driveways, passageways, signs, exteriors of buildings, lighting and other matters affecting other tenants in and the general management and appearance of the Shopping Center of which the Leased Premises are a part. Tenant agrees to comply with all such rules and regulations.

Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Leased Premises or bring in anything or keep anything therein which shall increase the rate of insurance on the Leased Premises or on the Shopping Center above the standard rate with a regular retail store located in the Leased Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder.

Tenant covenants and agrees it shall be bound by such restrictive covenants and exclusive use rights listed in Exhibit "F" hereto and any so called recorded or unrecorded easements, covenants, and restrictions ("ECRs") in its use of the Leased Premises. Landlord makes no representation as to any governmental restrictions on Tenant's Permitted Use.

ARTICLE 11 CONTINUOUS OPERATION

Tenant agrees that the Shopping Center is an independent enterprise, that the Shopping Center's success is dependent upon the continued operation of Tenant's business for the benefit of all involved, and that maintenance of the character and quality is enhanced by the continued occupancy of the Leased Premises and the regular conduct of Tenant's business therein. Accordingly, and as an inducement to Landlord to execute this Lease, Tenant agrees to continuously conduct its business in 100% of the Leased Premises on the days and during the hours which are generally accepted as the times of operation of the Shopping Center business. Tenant agrees to keep its store adequately stocked with saleable merchandise and adequately staffed with employees in an effort to produce maximum Gross Sales and in compliance with all the terms of this Lease.

Because of the difficulty or impossibility of determining Landlord's damages by way of loss in value of Landlord's interest in the Shopping Center, if Tenant fails to operate continuously in the Leased Premises, or if Tenant vacates, abandons or deserts the Leased Premises, or if Tenant ceases to operate its business therein as provided in this Lease, in addition to Landlord's rights and remedies provided in this Lease in the case of a default by Tenant, Landlord shall be entitled to a fee of Two Hundred Dollars (\$200.00) per day for each day that Tenant is not operating in the Leased Premises which amount shall be for the reasonable liquidated damages for default of this Lease and not a penalty. No contention of Landlord that Tenant has vacated, abandoned or deserted the Leased Premises will be defeated merely by reason of Tenant having left all or any part of its trade fixtures or other personal property in the Leased Premises.

ARTICLE 12 RETAIL RESTRICTION LIMIT

During the Lease Term, Tenant shall not, directly or indirectly through any affiliate, parent or subsidiary or any franchisee or licensee or principal or partner, engage in any business similar to or in competition with that for which the Leased Premises are let, within a radius of **five (5) miles** of the outside boundary of the Shopping Center without Landlord's prior written consent. In the event Tenant breaches this covenant, in addition to any other rights and/or remedies otherwise available, Landlord may require that all revenues generated from such other store be included in the computation of the Percentage Rent as though said revenues had been generated from the Leased Premises.

ARTICLE 13 CARE OF PREMISES

Tenant shall at all times keep the Leased Premises in a neat, orderly and safe condition. Tenant agrees to use reasonable diligence to keep the sidewalks and outside areas immediately adjoining the Leased Premises free from ice and snow, and at all times broom-clean, free of trash, litter or obstructions of any kind. Tenant agrees to clean adequately said Leased Premises as needed from time to time during the Term of this Lease, and Tenant will keep clean the inside and outside of all glass in the doors and windows of the Leased Premises. Tenant will maintain the Leased Premises in a sanitary condition and free of pets, animals, insects, rodents, termites, vermin and other pests. Tenant agrees to adequately heat and cool the Leased Premises, and Tenant shall at all times keep the Leased Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

Tenant shall, in accordance with governmental regulations, at its expense, including any and all governmental fees, provide for the regular removal of all trash, rubbish and garbage from the Leased Premises; provided however should Landlord provide dumpster or container service then Tenant shall reimburse Landlord, as Additional Rent, based on Tenant's proportionate share as it relates to the square footage of gross leasable areas of all tenants utilizing the dumpster or container service, not the gross leasable area of the entire Shopping Center or on such other basis as Landlord shall reasonably determine. Tenant shall not permit the burning of any rubbish or garbage in or about the Shopping Center. If garbage and rubbish is to be accumulated by dumpsters, canisters or containers on Shopping Center property, Landlord shall have the right to reasonably regulate the method of accumulation for health and aesthetic purposes. Tenant shall abide by any reasonably promulgated regulations.

**ARTICLE 14
COMMON AREAS AND PARKING**

All Common Areas in or about the Shopping Center shall be subject to the exclusive control and management of Landlord.

Tenant and its concessionaires, officers, employees, contractors, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord subject to such reasonable rules and regulations as Landlord may from time to time impose, including the designation of specific areas in which cars owned by Tenant, its concessionaires, officers, employees, contractors and agents must be parked. Tenant agrees to abide by such rules and regulations and to use its best efforts to cause its concessionaires, officers, employees, contractors, agents, customers and invitees to conform thereto. Landlord may at any time temporarily close parking areas; and Landlord may do such other acts in and to the Common Areas as in its judgment may be desirable. Tenant shall, upon request, furnish to Landlord the license numbers of the cars operated by Tenant and its concessionaires, officers and employees. If Tenant or its concessionaires, officers or employees fail to park their cars or other vehicles in Common Areas designated by Landlord, Landlord shall have the right in its sole discretion to (i) charge Tenant TEN DOLLARS (\$10.00) per day per car parked in any Common Areas other than those designated, and/or (ii) have such cars or other vehicles physically removed from the Shopping Center at Tenant's expense, without any liability whatsoever to Landlord. Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their concessionaires, officers, employees, contractors, agents, customers and invitees, to use any part of the parking areas and other Common Areas. Neither Tenant nor Tenant's employees, contractors, concessionaires or agents shall solicit business in the parking or other Common Areas or distribute any handbills or other advertising matter in such areas or place any such handbills or advertising matter in or on any automobiles parked therein without Landlord's written consent.

Anything in this Lease to the contrary notwithstanding, Landlord shall have the right at any time during the term of this Lease to alter, modify, change or move the parking facilities or other Common Areas within the Shopping Center as now constituted or planned or hereafter enlarged or diminished. It is expressly understood and agreed that the designation or use from time to time of portions of the Shopping Center as Common Areas shall not restrict Landlord's use of such areas for buildings, structures, or for such other purpose as Landlord shall determine.

Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the Common Areas as designated from time to time by Landlord.

**ARTICLE 15
TAX RESPONSIBILITIES**

Tenant's responsibility for real estate taxes, assessments, business license fees and other charges which may be levied, assessed or charged against the Shopping Center is described in Article 17.

Tenant shall pay, in a timely manner, all operating license fees for the conduct of its business and ad valorem and other taxes levied upon its trade fixtures, personal property, inventory and stock of merchandise as well as all sales taxes attributable to the payment of Tenant's Rent and/or Additional Rent.

Upon Tenant's failure to make payment of its tax or lien responsibilities under this Article, Landlord shall have the right, but not the obligation, to make payment on behalf of Tenant, and such payment shall be deemed to be Additional Rent due for the month in which the taxes are paid, and shall become due and payable upon ten (10) days written notice to Tenant evidencing such payment by Landlord.

**ARTICLE 16
MECHANIC'S LIEN**

If by reason of any alteration, repair, labor performed or materials furnished to the Leased Premises for or on behalf of Tenant any mechanic's or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Leased Premises, Tenant shall discharge or remove the lien by bonding or otherwise, within ten (10) days after notice from Landlord to Tenant of the filing of same.

**ARTICLE 17
PAYMENTS OF PRO RATA SHARE OF EXPENSES, TAXES AND INSURANCE**

All costs and expenses of every kind and nature paid or incurred by Landlord in its discretion in the operation, maintenance, repair, policing, managing and securing of the Shopping Center (herein referred to as the "Expenses") shall be prorated as hereinafter set forth. The Expenses shall include (but shall not be limited to) water and sewer charges; utilities system installation charges and assessments; fees for required business licenses and permits; costs of supplies; costs for utilities serving the Shopping Center (including on and off-site utilities and facilities such as sewer lift stations, retention/detention ponds, drainage facilities, roadways, driveways, and all expenses relating thereto); costs for security; costs for Common Area improvements; costs for maintaining, repairing and replacing elevators and stairways; any costs or expenses which Landlord has elected to amortize over a period of years until such cost or expense is fully recovered; costs for roof maintenance, repair and replacement; legal and accounting costs not related to lease negotiations or evictions; solid waste assessments; costs of operation and maintenance of lift stations; property management fees at the rate of four percent (4%) of the Minimum Guaranteed Rent and Additional Rent, which may be payable to Landlord or a third party manager; costs of equipping, cleaning, lighting, traffic control, striping, resurfacing, resealing, snow removal and maintaining all parking facilities; reserves for repairs, maintenance, and replacement of Shopping Center facilities; costs for painting exterior walls; costs for maintaining and monitoring fire sprinkler systems and fire, life safety and other alarms; costs for the

maintenance, planting, replanting and replacement of all landscaping and gardening and the maintenance of sprinkler or irrigation systems for such landscaping or gardening.

As Additional Rent, Tenant agrees to pay its Pro Rata Share, as defined below, of (i) all Expenses, (ii) all Taxes (including real estate taxes and any cost incurred due to the reasonable appeal of same), assessments, and all other charges levied against the Shopping Center and its Common Areas to include, but not be limited to, all applicable wage, unemployment, social security and personal property taxes and assessments, (iii) all Insurance, and (iv) an administrative fee of fifteen percent (15%) of an amount equal to the total amount of all of such Expenses, Taxes and Insurance.

The term "Pro Rata Share" as used in this Article shall be calculated, by multiplying the applicable charge for the calendar year then under consideration, by a fraction, the numerator of which shall be the number of gross square feet contained in the Leased Premises and, the denominator of which shall be the aggregate number of gross square feet of building space in the Shopping Center on which such charges were calculated.

In the event any tenant self-insures, and/or is taxed separately, and/or is responsible, under terms of its lease, for payment of specific expenses, then the Pro Rata Share of such property insurance premium, general liability insurance premium, real estate tax expense, or specific expenses shall be determined by the proportion of floor area that the Leased Premises bears to the floor area of the actual area covered by such insurance policy, tax invoice, and/or expense.

Tenant's Pro Rata Share of costs and expenses as above set out shall be paid monthly in advance based upon reasonable estimates for such charges made by Landlord. An adjustment shall be made for each of said charges on a calendar year basis when the actual costs from the preceding year and reasonable estimates for the upcoming year have been determined. Should Tenant's Lease Term for the Leased Premises end prior to a full calendar year, its Pro Rata Share of costs and expenses shall be prorated on a monthly basis for such partial calendar year.

In the event the annual reconciliation reveals a balance due from Tenant, Landlord will invoice Tenant for the remaining balance of its Pro Rata Share of costs and expenses. Tenant shall have thirty (30) days from the date of such invoice to pay Landlord the balance due. Should the annual reconciliation reveal an overpayment by Tenant, Landlord shall notify Tenant of such overpayment and apply a credit to Tenant's account. Tenant, upon notification from Landlord, may deduct the overpayment from its next Rent due. Should there be an overpayment by Tenant during the last Lease Year then Landlord shall notify Tenant of such overpayment, and upon Tenant's request, refund any monies due to Tenant forty-five (45) days after the Lease expiration date.

ARTICLE 18 CONSTRUCTION OF IMPROVEMENTS

Landlord represents that any work required of it shall be performed in a good workmanlike manner and shall include those items designated as "Landlord's Work" attached hereto and marked as Exhibit "B".

Tenant, at its sole cost and expense, shall perform and construct, in a good and workmanlike manner and in accordance with all applicable laws and regulations, those items designated as "Tenant's Work", attached hereto as Exhibit "C".

Landlord reserves the right at any time to make alterations or additions to the building which the Leased Premises are contained and to build adjoining the same in general conformity with the site plan attached hereto as Exhibit "A-1". Landlord also reserves the right to construct or demolish other buildings or improvements in the Shopping Center area from time to time and to make alterations thereof or additions on any such building or buildings and to build adjoining same.

ARTICLE 19 FIXTURES AND INTERIOR ALTERATIONS

Except for Tenant's Work (as described on Exhibit "C") and the installation of unattached moveable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises, Tenant shall not make any alterations or modifications to the Leased Premises without the prior written consent of Landlord which consent shall be in Landlord's sole discretion. Any alterations or improvements in and to the Leased Premises shall not adversely affect the structural integrity of the Leased Premises or reduce its value. If approval is given, Tenant shall make such alterations, additions or improvements in a good workmanlike manner and in accordance with all requirements of municipal and other governmental authorities. Under no circumstances shall Tenant be allowed to make structural alterations, additions, or improvements or penetrate the roof or exterior walls of the Leased Premises without the express prior written consent of Landlord. It is expressly understood that the use of the roof above the Leased Premises and exterior walls are reserved to Landlord. All permanent improvements shall belong to Landlord and become a part of the Leased Premises upon termination or expiration of this Lease.

Any unattached moveable trade fixtures installed by Tenant shall at all times be and remain the property of Tenant, and Tenant shall have the right to remove all or any part of the same from the Leased Premises at any time so long as Tenant is not in default of the terms and provisions of this Lease; provided, Tenant shall repair or reimburse Landlord for the cost of repairing any damage to the Leased Premises resulting from the installation or removal of such items.

All alterations, additions, and improvements made in and to the Leased Premises, including all light fixtures and all floor covering that is cemented, attached, tacked, adhesively fixed, stapled, or in any way installed or fixed to the floor, and all other fixtures (other than trade fixtures) which are installed in the Leased Premises shall remain in and be surrendered with the Leased Premises and shall become the property of Landlord at the expiration or sooner termination of this Lease.

**ARTICLE 20
INDEMNIFICATION AND INSURANCE**

Tenant agrees to indemnify and save harmless Landlord from any claim or loss by reason of any accident or damage to any person or property happening in or about the Leased Premises, or in any way arising out of or connected with the condition, use or occupancy of the Leased Premises, or in any way arising out of the activities in the Leased Premises of or by Tenant, its assigns or sublessees, or of the respective agents, employees, licensees, concessionaires, or invitees of Tenant, its assigns or sublessees and from all costs, expenses and liabilities, including but not limited to, court costs and reasonable attorney's fees incurred by Landlord in connection therewith.

Tenant agrees to carry, at its own expense, Commercial General insurance coverage, on the Leased Premises with a company qualified to transact business in the state in which the Leased Premises are located, stipulating limits of liability of not less than Two Million Dollars (\$2,000,000) combined single coverage. The Landlord and Landlord's agent RCG Ventures I, LLC shall be named as additional insureds on such coverage, and a certificate of such coverage from the insurer providing thirty (30) days' notice to Landlord prior to cancellation or termination shall be furnished to Landlord. If Tenant fails to comply with the above requirement, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord, as Additional Rent, the premium cost thereof upon demand.

Except to the extent caused by the acts or omissions of Tenant or its agents, Landlord agrees to indemnify and save harmless Tenant from any claim or loss by reason of an accident or damage to any person or property happening on any Common Area (including without limitation, parking areas, sidewalks, ramps and service areas) of the Shopping Center, and further agrees to carry public liability insurance coverage on all Common Areas with a company qualified to transact business in the state in which the Leased Premises are located, stipulating limits of liability of not less than \$1,000,000.00 combined single limit coverage. Notwithstanding any language to the contrary, Tenant shall have no rights in said policy(s) maintained by Landlord and shall not, by reason of reimbursement, be entitled to be named an additional insured thereunder.

**ARTICLE 21
NON-LIABILITY; GENERAL DAMAGE AND FIRE DAMAGE**

All property kept, stored or maintained in or on the Leased Premises shall be so kept, stored or maintained at the sole risk of Tenant.

Except in the case of Landlord's gross negligence, Landlord shall not be liable to Tenant for any damage to property of Tenant or others located in or on the Leased Premises, nor for the loss of, or damage to, any property of Tenant or of others by theft or otherwise nor shall Landlord be liable for any injury 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 any other place, or from dampness, or water being upon or coming through the roof, exterior walls (including windows and doors), skylight, vent, trapdoor, or from any other cause whatsoever. Tenant shall notify Landlord immediately in writing upon the discovery of any water infiltration in or about the Leased Premises or Common Areas. Further, Landlord shall not be liable for any damage caused by other tenants or persons in or about the Leased Premises, or for damage caused by operations of any third party contractors, whether private, public, or quasi-public.

In addition, Landlord shall not be liable to the extent of Tenant's insurance coverage for any loss or damage to any person or property even if due to the negligence or gross negligence of Landlord or the failure of Landlord to perform under this Lease.

Should the Leased Premises be partially destroyed by fire or other casualty so that at least 50% of the floor area of the Leased Premises may be occupied by Tenant, Landlord will with reasonable diligence, repair or restore the same so that thereafter the Leased Premises shall be substantially in the same condition as originally delivered to Tenant. If such damage occurs in the last two (2) years of the Lease Term and Tenant does not exercise any renewal options available to it, or negotiate a new lease for at least five (5) years, Landlord may elect not to rebuild and cancel this Lease.

Should the Leased Premises be so extensively damaged by fire or other casualty so that more than 50% of the floor area of the Leased Premises is destroyed or rendered untenable, then Landlord may, at Landlord's sole discretion, at its expense, restore or rebuild the same so that thereafter the Leased Premises shall be substantially in the same condition as originally delivered to Tenant. If Landlord elects not to rebuild the Leased Premises, Tenant may elect to terminate.

Tenant agrees that during any period of reconstruction or repair of the Leased Premises, it will continue the operation of its business within the Leased Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Minimum Guaranteed Rent shall be reduced and abated and the Breakpoint shall be reduced in proportion to the amount of floor area of the Leased Premises which is rendered untenable as a result of such casualty; provided, however, that if such damage or destruction is caused by the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, contractors, invitees, licensees, or concessionaires, then, and in that event, the Minimum Guaranteed Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Leased Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repairs, or restoration of the Leased Premises.

**ARTICLE 22
HAZARD INSURANCE BY LANDLORD**

Landlord will carry and maintain or cause to be maintained real property insurance with extended coverage on the Leased Premises and other buildings in the Shopping Center. If during the term of this Lease, the Leased Premises are used for any purpose or in any manner which causes an increase in the rates of such insurance, Tenant shall pay to Landlord, as Additional Rent, the additional premium caused thereby upon ten (10) days written notice to Tenant. Notwithstanding language to the contrary, Tenant shall have no rights in said policy(s) maintained by Landlord and shall not, by reason of reimbursement, be entitled to be named an additional insured thereunder.

**ARTICLE 23
MUTUAL WAIVER OF SUBROGATION**

Landlord and Tenant shall each cause each insurance policy carried by it and insuring the Leased Premises against loss by fire or any of the casualties covered by standard extended coverage to provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto with respect to any such losses, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents.

**ARTICLE 24
DEFAULT BY TENANT**

- (A) Tenant shall be in monetary default if it fails:
- (i) to pay when due each installment of Minimum Guaranteed Rent;
 - (ii) to pay when due Additional Rent; or
 - (iii) to report when due Gross Sales.
- (B) In the event Tenant is in monetary default, it shall have a grace period of five (5) days to cure such default after Landlord shall have forwarded Tenant written notice thereof; provided however, if Landlord shall have forwarded to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated, and within twelve (12) months from the date which said notice of default has been forwarded by Landlord to Tenant, Tenant shall again be in monetary default, the same shall be deemed an event of default without any notice or grace period.
- (C) Tenant shall be in non-monetary default if it shall fail to keep or shall violate any other conditions, stipulations, or agreements contained herein on the part of Tenant to be kept and performed.
- (D) In the event Tenant is in non-monetary default, it shall have a grace period of fifteen (15) days to cure such default after Landlord shall have forwarded Tenant written notice thereof; provided however, if Landlord shall have forwarded to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated, and within twelve (12) months from the date which said notice of default has been forwarded by Landlord to Tenant, Tenant shall again be in non-monetary default, the same shall be deemed an event of default without any notice or grace period.
- (E) In the event Tenant is in either monetary or non-monetary default, Landlord, at its option may either
- (i) terminate this Lease in which event Tenant shall immediately surrender the Leased Premises to Landlord, or
 - (ii) re-enter and take possession of the Leased Premises and remove Tenant, Tenant's agents, any subtenants, any licensees, any concessionaires and any invitees, and any of its or their property therefrom and, if Landlord so elects, make such alterations and repairs as may be necessary to relet the Leased Premises, place "for lease" signs within the Leased Premises and relet the Leased Premises or any part thereof, as the agent of Tenant, at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable and receive the rent therefore. Upon each such reletting all Rent received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of Rent and other charges 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, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- The rights of Landlord upon default by Tenant shall in no way preclude Landlord from pursuing any other legal remedies.
- (F) Pursuit of any of the remedies herein provided shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided at law or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the covenants and provisions herein contained. Forbearance

by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. No delay or omission by Landlord to exercise any right or power accruing upon any noncompliance or default by Tenant with respect to any of the terms hereof, shall impair any such right or power or be construed to be a waiver thereof. Every such right or power may be exercised at any time during the continuation of this Lease. It is further agreed that a waiver by Landlord of any of the covenants and agreements hereof to be performed by Tenant shall not be construed to be a waiver of any subsequent breach thereof or of any covenants or agreements herein contained.

- (G) Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceedings at law, by force, or otherwise, and Landlord shall not be liable for prosecution or any claim of damages therefore. Landlord shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer. Landlord shall not be liable in any way in connection with any action it takes pursuant to this section. Tenant's liability under the terms of this Lease shall survive Landlord's re-entry, the institution of summary proceeding, and the issuance of any warrants with respect thereto.
- (H) Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and 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 Lease Term over the then reasonable rental value of the Leased Premises for the remaining portion of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the Rent which would be payable by Tenant hereunder, subsequent to default, the annual Minimum Guaranteed Rent for each year of the unexpired term shall be equal to the average Minimum Guaranteed Rent paid by Tenant from the Rent Commencement Date to the time of default, or during the preceding two (2) calendar years, whichever period is shorter.
- (I) If, because of any breach or default by Tenant in Tenant's obligations hereunder, it shall become necessary for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay the actual attorneys' fees incurred by Landlord in connection with such.

ARTICLE 25 WAIVER OF TRIAL BY JURY

To the extent permitted by law, Landlord and Tenant hereby mutually waive any right to trial by jury in any action, proceeding or counterclaim brought by either party on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, the Leased Premises, and/or the Shopping Center.

ARTICLE 26 LIEN OF LANDLORD FOR RENT, TAXES AND OTHER SUMS

Landlord shall have, and Tenant hereby grants, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable or other personal property of any kind belonging to Tenant, or the equity of Tenant therein, which may be placed on the Leased Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction or damage to any such property. The security interest is granted for the purpose of securing the payment of Rent, assessments, charges, penalties and damages herein covenanted to be paid by Tenant hereunder. Upon default or breach of any covenants of this Lease, Landlord shall have all remedies available under the Uniform Commercial Code enacted in the state where the Leased Premises are located including, but not limited to, the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Tenant hereby agrees to sign a financing statement upon a request to do so by Landlord, for the purpose of serving notice to third parties of the security interest herein granted. The security interest granted to Landlord herein is given in addition to Landlord's statutory lien and shall be cumulative thereto.

ARTICLE 27 DEFAULT BY LANDLORD

Should Landlord be in default under any of the terms of this Lease, Tenant shall give Landlord prompt written notice thereof in the manner specified in Article 41 and Tenant shall allow Landlord a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

A default hereunder shall be deemed cured if Landlord in good faith commences to cure the same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the cure of such default.

ARTICLE 28 TENANT'S REPAIRS

Tenant agrees to keep the interior of the Leased Premises, including, but not limited to, all windows, doors, window and door hardware, glass, plate glass, electrical, plumbing, floor covering, interior walls and ceiling, in good condition and repair, and agrees to replace damaged items, and shall make all necessary repairs, except repairs which are the express responsibility of Landlord hereunder or which are made necessary by reason of fire and other unavoidable casualties to the extent covered by Landlord's property insurance, and excepting reasonable wear and tear. Notwithstanding any provision of this Lease to the contrary, within the repair and replacement responsibilities of Tenant shall be included any

and all maintenance, repairs or replacements to heating, ventilating and air conditioning equipment (including all maintenance, repairs or replacements due to preventive maintenance, theft or vandalism) according to manufacturer's specifications. Further, Tenant shall enter into a HVAC maintenance contract with a reputable HVAC vendor, for quarterly preventative maintenance to the HVAC unit(s) servicing the Leased Premises, and shall provide Landlord a copy of said HVAC maintenance contract ("HVAC Contract") within thirty (30) days of the Lease Commencement Date. Tenant agrees to pay the actual cost of said HVAC Contract directly to said HVAC vendor. In the event Tenant fails to timely provide Landlord with a copy of the HVAC Contract or if quarterly preventative maintenance is not performed for whatever reason as required herein, Landlord reserves the right to select a vendor to perform said quarterly maintenance on the HVAC unit(s) on behalf of Tenant and Tenant shall reimburse Landlord within ten (10) days of receipt of invoice from Landlord.

If Tenant refuses or neglects to repair properly as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefore, as Additional Rent. Such bill shall include interest at a rate equal to the lesser of (i) the highest permissible rate under applicable law, or, (ii) fifteen percent (15%) per annum on the cost from the date of completion of repairs by Landlord.

ARTICLE 29 LANDLORD'S REPAIRS

Within a reasonable period after receipt of written notice from Tenant and except for those items specifically mentioned in Article 28 Landlord shall, (pursuant to Article 14), repair and maintain the exterior of Tenant's store building, including the roof, gutter, downspouts, masonry walls, foundation and structural members, in good condition and repair. Landlord shall repair any portion of the Common Areas at any time when Landlord determines it necessary; provided, however, that Landlord shall not be obligated to make or pay for any repairs to Tenant's store building or Common Areas rendered necessary by the fault, act or negligence of Tenant or any of its servants, agents, employees, contractors, assignees, sublessees, licensees or concessionaires except in the case of damage by fire or the elements, or other casualty to the extent covered by Landlord's property insurance.

If Landlord makes any repairs necessitated by reason of Tenant's negligent acts or omissions to act, then Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefore, as Additional Rent. Such bill shall include interest at a rate equal to the lesser of (i) the highest permissible rate under applicable law, or (ii) fifteen percent (15%) per annum on the cost from the date of completion of repairs by Landlord.

ARTICLE 30 UTILITIES

Tenant agrees to pay all charges for telephone, electricity, water, sewer and other utilities or services (including impact fees or tap fees associated with Tenant's occupancy) used by Tenant in or on the Leased Premises, and Landlord agrees at all times to provide Tenant with access to such utilities; provided, however, in no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Leased Premises. Tenant shall pay for all such utilities from the date Landlord delivers the Leased Premises to Tenant.

If a utility service is provided through a meter utilized by multiple tenants then Landlord, at its election, may install re-registering meters and collect any and all charges aforesaid from Tenant, making returns to the proper utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Leased Premises by such companies or governmental units. Said payment by Tenant shall be treated as Additional Rent hereunder.

Any utility or related service, including a privately owned sewerage disposal system, which Landlord elects to provide or cause to be provided to the Leased Premises may be furnished by any agent employed by Landlord or by an independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by Landlord or by the supplier of such utility or related service are competitive. Interruption or impairment of any such utility or related services caused by or necessitated by repairs or improvements, or by hazards beyond the reasonable control of Landlord, shall not give rise to a right or cause of action by Tenant against Landlord.

Subject to Landlord's prior approval of plans and all applicable law, code and ordinance, Tenant may cause to be installed an underground gas line so that gas service may be provided to the Leased Premises, provided that Tenant shall engage a specialized utility locator to aid in the installation of the gas line and the selection of said locator shall be subject to Landlord's written approval prior to its engagement. The installation of the gas line, including any fee payable to the specialized utility locator, shall be at Tenant's sole cost and expense. Tenant shall submit drawings to Landlord, for Landlord's written approval, as to the location and method of installation of the gas line prior to authorizing the gas line to be installed. Tenant must cause to be repaired any damage to the Shopping Center due to the installation, use, or removal of the gas line and shall indemnify and hold Landlord harmless for all damage or injury of any kind or nature whatsoever arising from or relating to the installation, removal, or use of the gas line.

ARTICLE 31 RIGHT OF ACCESS

During any reasonable time before and after the Lease Commencement Date of this Lease, Landlord or its authorized representative may enter upon the Leased Premises, or any portion thereof, and any appurtenances thereto (with persons, and materials, if required) for any of the following purposes:

- (A) inspecting the Leased Premises;
- (B) making any required repairs, replacements, or alterations which Landlord may be required to perform under this Lease, or which Landlord may deem desirable for the Leased Premises; and
- (C) showing the Leased Premises to prospective purchasers, lenders or tenants.

Notwithstanding any language contained herein to the contrary, Landlord may enter the Leased Premises when, in Landlord's sole discretion, an emergency situation exists and entrance is required to control or coordinate the control of the emergency.

Landlord shall have the right to place upon the storefront of the Leased Premises a "for lease" or "for rent" sign at any time within the period of one hundred twenty (120) days prior to the expiration of the Lease Term, unless Tenant executed a new lease for the Premises or exercises any renewal or extension option granted herein.

ARTICLE 32 SIGNS

Tenant shall be required to install exterior signage in accordance with Exhibit D attached hereto. The exterior storefront signage shall be professionally prepared and installed at Tenant's sole cost and expense by a reputable sign company and all signage shall be subject to approval of Landlord and applicable governmental authority. "Signs" shall include all signs, designs, monuments, logos, banners, projected images, pennants, decals, advertisements, pictures, notices, lettering, numerals, graphics or decoration. Tenant shall not maintain or display any signs that are visible from the exterior of the Leased Premises, including without limitation, any signs on the exterior of the Leased Premises (including without limitation, any marquee, awning, or canopy), the interior of the Leased Premises, or either side of any window without complying with this Article and the Sign Criteria as defined on Exhibit "D" attached hereto and without Landlord's prior written consent.

Said sign or signs shall be approved by Landlord in writing and installed by a professional sign company, and shall conform to all laws and ordinances; provided, however, that the care and maintenance of such signs shall be the responsibility of Tenant. Upon demand of Landlord, Tenant shall, at its sole cost and expense, immediately remove any signs that Tenant has placed or permitted to be placed that do not conform to this Article and Tenant agrees to repair and restore any damage caused by their installation or removal.

Landlord shall have the right to temporarily remove any signs in connection with any repairs and/or renovations in or upon the Leased Premises or the Shopping Center wherein such signs are situated.

ARTICLE 33 FORCE MAJEURE

If either Landlord or Tenant shall fail to timely perform any of its obligations under this Lease (excluding Tenant's financial obligations, i.e. payment of Minimum Guaranteed Rent or Additional Rent) as a result of Force Majeure (as hereinafter defined), such party shall not be liable for loss or damage for such failure and the other party shall not be released from any of its obligations under this Lease. If either Landlord or Tenant is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of such delay or prevention shall be added to the time herein provided for the performance of any such obligation.

Force Majeure shall mean any period of delay which arises from or through Acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war, fire or other casualty; civil unrest; disease outbreak, epidemic, pandemic, or other declaration of public health emergency, and quarantine restriction (including, without limitation, in connection with COVID-19); and delays caused by the other party.

ARTICLE 34 QUIET ENJOYMENT

Tenant, upon paying all sums due from Tenant to Landlord and performing and observing all of the terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Lease Term without interference from Landlord subject nevertheless to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

ARTICLE 35 BANKRUPTCY

In the event a petition in a bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of Tenant shall be filed against Tenant in any court, pursuant to any statute either of the United States or of any state (hereinafter referred to as "Bankruptcy Law"), and if, within thirty (30) days thereafter, Tenant fails to secure a discharge thereof, or in the event Tenant shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then Tenant shall be deemed in breach and default of this Lease and Landlord, in its discretion and at its election may, to the extent permitted by law, elect to cancel and terminate this Lease. Upon the cancellation and termination of this Lease pursuant to the provisions of this Article 35, Landlord, in addition to all the remedies provided by law, shall be entitled to all its remedies set forth in this Lease upon Tenant's default.

In the event this Lease is assumed or assigned by a trustee pursuant to the provisions of the prevailing Bankruptcy Law, then the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as is required by the Bankruptcy Law including the following:

- (A) the source of Minimum Guaranteed Rent and other considerations due under this Lease;
- (B) the assumption or assignment of this Lease will not breach any provision such as a radius, location, use or exclusivity provisions in any other lease, finance agreement or master agreement relating to the Shopping Center; and
- (C) the assumption or assignment of this Lease will not disrupt any tenant mix or balance.

In the event the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Law, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Leased Premises, and shall be entitled to all remedies provided by the Bankruptcy Law for damages for breach and/or termination of this Lease.

ARTICLE 36 CONDEMNATION

If more than twenty-five percent (25%) of the floor area of the Leased Premises shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, each of Tenant and Landlord shall have the option to terminate this Lease, in which case any prepaid Rent shall be refunded to Tenant. In the event that less than twenty-five percent (25%) of the Leased Premises shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, and the remaining part of the Leased Premises shall be reasonably usable by Tenant, or in the event more than twenty-five percent (25%) of the floor area of the Leased Premises is so taken and this Lease is not terminated in accordance with this Article 36, then the Minimum Guaranteed Rent shall be reduced in the same proportion that the amount of floor space in the Leased Premises is reduced by such condemnation or other proceeding. In the event that twenty-five percent (25%) or more of the parking area of the Shopping Center shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, Tenant shall have the option to terminate this Lease; provided, however, that Landlord shall have a period of ninety (90) days to cure the parking deficiency, or to diligently proceed to cure the parking deficiency, in which event Tenant shall not have the right to cancel this Lease; and further provided, that Tenant shall not have the right to cancel this Lease so long as Landlord maintains a parking ratio of at least three (3) parking spaces per one thousand (1,000) square feet of leasable building area in the Shopping Center. All compensation awarded for any taking (or the proceeds of private sale under threat thereof), whether for the whole or a part of the Leased Premises, shall be the property of Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Leased Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business, for moving expenses, or for the taking of Tenant's fixtures and personal property within the Leased Premises, if a separate award for such items is made to Tenant. In the event applicable law permits only one claim with respect to a taking, then Landlord and Tenant agree to file a joint claim to prosecute their respective claims.

ARTICLE 37 ASSIGNMENT AND SUBLETTING

All assignments of this Lease or subleases of the Leased Premises by Tenant shall be subject to and in accordance with all of the provisions of this Lease including Article 37. So long as Tenant is not in default under any of the provisions of this Lease and fulfills all of the terms and conditions of this Article 37 then with prior written notice to Landlord:

- (A) Tenant may assign this Lease or sublease the entire Leased Premises to a wholly owned subsidiary of Tenant without the consent of Landlord.
- (B) Tenant may assign this Lease or sublease all or any part of the Leased Premises to a party other than a wholly owned corporation or controlled subsidiary only after first obtaining the prior written consent of Landlord, which consent shall be in Landlord's sole discretion and may be arbitrarily withheld.

Except as set forth in subparagraph (A) above, any assignment or sublease by Tenant without Landlord's prior written consent shall be void, and, at Landlord's election, shall constitute a default of Tenant hereunder. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights with respect to any subsequent assignment or subletting. If Tenant is a partnership, a withdrawal or change (voluntary, involuntary, or by operation of law) of any partner owning 20% or more of the partnership, or the dissolution or liquidation of the partnership shall be deemed an assignment of this Lease. If Tenant consists of more than one person, a purported assignment (voluntary, involuntary, or by operation of law) from any of such persons to any other person or entity shall be deemed an assignment of this Lease. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of fifty-one percent (51%) of the voting stock of Tenant, or the sale of fifty-one percent (51%) of the value of the assets of Tenant, shall be deemed an assignment of this Lease. The foregoing provisions shall not apply to corporations, the stock of which is regularly traded through a recognized exchange. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Leased Premises.

Notwithstanding the foregoing provisions of subparagraphs (A) and (B) above, any assignment or sublease by Tenant shall be only for the use(s) specified in Article 1(R) and for no other use(s), and in no event shall any assignment or sublease of the Leased Premises release or relieve Tenant from any obligation of this Lease.

In the event Tenant shall sublease the entire Leased Premises, or any portion thereof, in accordance herewith for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord, as Additional Rent hereunder, all such excess rental.

Tenant shall pay to Landlord a processing fee of One Thousand Dollars (\$1,000.00) in connection with any request by Tenant for approval to assign or sublease the Leased Premises.

The term "Landlord" as used in this Lease means only the owner or entity from time to time owning the building containing the Leased Premises, so that in the event of any transfer thereof, the owner or entity who is a grantor in any such transfer shall be and hereby is, without further agreement, entirely freed and relieved of all the obligations of Landlord hereunder. Any such transfer of the Leased Premises, unless pursuant to a foreclosure sale or deed in lieu of such foreclosure, shall be subject to this Lease and it shall be deemed and construed without further agreement that the purchaser at any such sale has assumed and agreed to carry out any and all obligations of Landlord under this Lease so long as such purchaser shall be the owner of the building containing the Leased Premises.

ARTICLE 38 SUBORDINATION AND ATTORNMENT

Tenant agrees that this Lease shall at all times automatically be subject and subordinate to the lien of any mortgages (which term shall include all security instruments) that may be placed on the Leased Premises by Landlord. This clause shall be self-operative and no further instrument of subordination shall be required to effectuate such subordination. Tenant agrees, upon demand, without cost, to execute any instrument as may be required to confirm such subordination within seven (7) business days after Landlord's request.

If Tenant fails to execute, acknowledge and deliver to Landlord or a mortgagee or prospective mortgagee of Landlord a statement in accordance with the foregoing provision of this Article 38 within ten (10) business days after the mailing of such request, Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place, and stead, and Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, as such attorney-in-fact for that purpose.

Additionally, if requested to do so by Landlord's mortgagee, Tenant shall attorn to such mortgagee, its successors and assigns, and this Lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this Lease.

ARTICLE 39 TENANT'S ESTOPPEL CERTIFICATE

Within seven (7) business days after each request by Landlord is received by Tenant, Tenant shall deliver an Estoppel Certificate to Landlord ("Estoppel Certificate"). The Estoppel Certificate shall be in writing, and shall be executed on behalf of Tenant by persons having appropriate authority. Each Estoppel Certificate shall be made in favor of Landlord, any mortgagee, any assignee, any purchaser or any other person specified by Landlord.

Each Estoppel Certificate shall contain information required by Landlord, and satisfactory to any mortgagee, assignee, purchaser or other person specified by Landlord including, but not limited to the following:

- (A) ratifying this Lease;
- (B) specifying the Lease Commencement Date and termination date of this Lease Term;
- (C) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be so stated);
- (D) that all conditions and obligations under this Lease to be performed by Landlord have been satisfied or stating those not performed;
- (E) that there are no defenses or offsets against the enforcement of this Lease by Tenant or specifying any such defenses;
- (F) the amount of current Rent and the date to which all Rent has been paid;
- (G) any contractual Rent modifications beyond the date of estoppel;
- (H) the approximate number of square feet of floor space in the Leased Premises;
- (I) that no Rent has been paid in advance or specifying any such advance Rent; and
- (J) the amount of the security deposit held by Landlord.

If Tenant fails to execute, acknowledge and deliver to Landlord or any mortgagee, assignee, purchaser or other person specified by Landlord a statement in accordance with the foregoing provision of this Article 39 within ten (10) business days after the mailing of such request, such shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that all conditions and obligations under this Lease to be performed by Landlord have been satisfied, and that there are no defenses or offsets against the enforcement of this Lease by Tenant.

ARTICLE 40 EXCULPATION

Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Landlord shall not be binding personally, but instead, said covenants and obligations are made for the purpose of binding only the fee simple or leasehold estate which Landlord owns in the Shopping Center.

ARTICLE 41 NOTICE

All notices required to be given to Landlord shall be delivered by hand, sent by United States registered or certified mail, return receipt requested, postage prepaid or express delivery by a nationally recognized courier to the address shown in Paragraph 1(B). All Rent payments shall be made to Landlord at the address shown in Paragraph 1(C).

All notices required to be given to Tenant shall be delivered by hand, sent by United States registered or certified mail, return receipt requested, postage prepaid or express delivery by a nationally recognized courier to the address shown in Paragraph 1(E).

Any such notice shall be considered given on the date of such hand delivery, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

All usual or ordinary correspondence shall be sent by regular mail. Each party shall promptly notify the other in writing of any change of address.

ARTICLE 42 HOLDING OVER

If Tenant remains in possession of the Leased Premises after the termination or expiration of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance at a rent equal to 200% of the Rent that Tenant paid for the Lease Year immediately preceding the termination or expiration of this Lease and all other terms and conditions of this Lease shall apply.

ARTICLE 43 PARTIAL INVALIDITY

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 44 SIGNATURES REQUIRED

The submission of this document does not constitute a binding Lease until such time as it has been executed and delivered by Tenant and Landlord.

ARTICLE 45 NO JOINT VENTURE

The relationship of the parties is that of Landlord and Tenant only, and nothing in this Lease shall be construed as creating a partnership, joint venture, principal, agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

ARTICLE 46 TIME OF ESSENCE

Time is of the essence in this Lease, and all provisions herein relating thereto shall be strictly construed.

ARTICLE 47 ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Guaranteed Rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated Rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an

accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amounts or pursue any other remedy provided in this Lease.

**ARTICLE 48
RECORDATION**

Tenant agrees not to record this Lease without the written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the Lease Commencement Date of this Lease, at the request of Landlord, a short form lease suitable for recording.

**ARTICLE 49
CAPTIONS**

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

**ARTICLE 50
RESPONSIBILITY OF TENANT**

Any restriction on, or requirement imposed upon Tenant under this Lease shall be deemed to extend to the Guarantor and Tenant's subtenants, concessionaires and licensees; and it shall be Tenant's obligation to cause the foregoing persons to comply with the restrictions and requirements of this Lease.

**ARTICLE 51
SURRENDER OF LEASED PREMISES**

On the expiration or earlier termination of this Lease, Tenant shall surrender promptly the Leased Premises to Landlord in the same condition as when received, ordinary wear and tear accepted. All alterations, installations, additions and improvements which have been made in or attached to the Leased Premises shall be surrendered along with the Leased Premises. Tenant shall remove its trade fixtures (including signs), and Tenant shall repair any damage to the Leased Premises and/or sign band caused thereby.

**ARTICLE 52
GOVERNING LAW**

This Lease shall be governed by the laws of the State in which the Leased Premises are located.

**ARTICLE 53
BROKERS**

Except for Tenant's broker, Brian Zachrich of Coldwell Banker, who shall be paid by Landlord pursuant to a separate agreement, Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finder's fee in connection with the execution of this Lease, and each party agrees to indemnify the other from the costs of same, if any.

**ARTICLE 54
ATTORNEYS' FEES**

In the event that any legal matter, dispute, action or proceeding exists or is commenced by or between Landlord and Tenant under this Lease, the prevailing party shall be reimbursed reasonable attorneys' fees and court costs in such matter. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify and hold harmless Landlord or Tenant, as the case may be, against all costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

**ARTICLE 55
ABANDONMENT OF PERSONAL PROPERTY**

Should Tenant fail to remove its personal property upon abandonment, expiration, termination or recovery of possession by Landlord, then upon such abandonment, expiration, termination or recovery of possession and after ten (10) days' written notice to Tenant, which notice shall also be conspicuously posted on the Leased Premises, all personal property of any nature then remaining on the Leased Premises shall be deemed abandoned and title thereto shall vest exclusively to Landlord, unless Landlord shall give notice to Tenant to remove all or any part of such personal property in which event Tenant shall promptly, at its own expense, remove same or Landlord may do so at Tenant's expense and said expense shall be treated as Additional Rent hereunder. Tenant hereby waives and agrees to hold Landlord harmless from any claim for loss of damage arising from Landlord's dealing with Tenant's personal property pursuant to the terms of this Article 55.

**ARTICLE 56
ADA PROVISION**

Tenant shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which is:

- (A) related to the Leased Premises, including, but not limited to, all doors (both interior and exterior), door hardware, electrical, plumbing, and floor covering, (unless resulting from improvements or alterations hereafter made by Landlord to the Shopping Center or the Leased Premises);
- (B) resulting from any improvement or alteration of the Leased Premises made by Tenant; or
- (C) resulting from Tenant's use of the Leased Premises.

Landlord shall be liable for any cost, claim or alteration arising from the Americans with Disabilities Act which results from improvements or alterations hereafter made by Landlord to the Common Areas or the Leased Premises.

ARTICLE 57 CLARIFICATION OF TERMS

The terms "Landlord" and "Tenant" shall include whenever the context permits or requires, as singular or plural, the parties hereto, and the heirs, legal representatives, successors and assigns of the respective parties.

ARTICLE 58 ENVIRONMENTAL MATTERS

As used herein, "Hazardous Substances and/or Hazardous Materials" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.

As used herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as hereinafter defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including any Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 11001 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule, regulation, order, or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

Tenant shall not cause or permit any Hazardous Substances and/or Hazardous Materials to be used, stored, generated or disposed of on or in the Leased Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Leased Premises become contaminated in any manner, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, or any damages due that adversely impact the marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, reasonable consultant and expert fees) arising during the Lease Term or any renewal of this Lease, and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substances and/or Hazardous Materials on the Leased Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substances and/or Hazardous Materials on the Leased Premises. Tenant shall undertake no testing for Hazardous Substances and/or Hazardous Materials on the Leased Premises or take any remedial actions without in each instance obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord shall have access to the Leased Premises in order to investigate and test with respect to any suspected release of Hazardous Substances and/or Hazardous Materials in contravention of this subparagraph, and to access the Leased Premises as needed for any remedial action deemed necessary by Landlord.

Tenant shall not intentionally or unintentionally discharge, Release or emit, or permit to be discharged, Released or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Landlord or any governmental authority) does or may, pollute or contaminate the same, or may adversely

affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use or enjoyment of the Shopping Center or any other real or personal property.

Tenant shall further:

- (A) maintain the Leased Premises in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Leased Premises to a governmental authority required to be made by any applicable Environmental Law;
- (B) obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Leased Premises;
- (C) expeditiously cure, to the reasonable satisfaction of Landlord, any material violation of applicable Environmental Laws at the Leased Premises, at its own expense, to the extent such violation is attributable to events or conditions which arose on or after the delivery date of the Leased Premises by Landlord to Tenant;
- (D) conduct expeditiously to the reasonable satisfaction of Landlord and in accordance with any applicable Environmental Law any action necessary to remove, remediate, clean up, or abate any material Release, threatened Release, or disposal of a Hazardous Material at Tenant's expense to the extent such response action is attributable to events or conditions which arose on or after the delivery date of the Leased Premises by Landlord to Tenant;
- (E) allow Landlord or its representatives from time to time at Landlord's reasonable discretion and expense to inspect the Leased Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Shopping Center;
- (F) promptly provide or otherwise make available to Landlord any reasonably requested environmental records concerning the Leased Premises which Tenant possesses or can reasonably obtain;
- (G) remove from the Leased Premises and/or Shopping Center, at its expense, by the termination date any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle any Hazardous Material used by Tenant or in the course of Tenant's business, including, without limitation, any underground storage tank;

Tenant shall indemnify, hold harmless, and hereby waives any claim for contribution against Landlord or Landlord's property manager for any damages to the extent they arise from:

- (A) Events or conditions which existed on or after the delivery date of the Leased Premises by Landlord to Tenant and relate to:
 - (i) any Release, threatened Release, or disposal of any Hazardous Material at or about the Leased Premises;
 - (ii) the operation or violation of any Environmental Law at or about the Leased Premises; or
 - (iii) any environmental claim in connection with the Leased Premises; or,
- (B) The inaccuracy or breach of any representation or warranty by Tenant in this section of this Lease.
- (C) This indemnification and waiver shall be binding upon successors and assigns of Tenant and to the benefit of Landlord, their directors, officers, employees and agents, and their successors and assigns.

**ARTICLE 59
PERSONAL INTEREST DISCLOSURE**

Tenant acknowledges, by way of his/her signature below, that the agent with whom he/she is negotiating, because of possible personal interest in this property, will only represent Landlord. Tenant may wish to seek third party representation to advocate his or her rights.

**ARTICLE 60
FINANCIAL STATEMENTS**

At the request of Landlord, Tenant shall, not later than ninety (90) days following the close of each fiscal year of Tenant during the Term, furnish to Landlord an audited balance sheet of Tenant as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended together with an opinion of an independent certified public accountant of recognized standing to the effect that the said financial statements have been prepared in conformity with generally accepted accounting principles consistently applied and fairly present the financial condition and results of operations of Tenant as of and for the period(s) covered.

**ARTICLE 61
LIQUOR LIABILITY INSURANCE**

In the event that at any time during the term of this Lease or any extension or renewal thereof, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Leased Premises (it being understood and agreed, however, that the foregoing provision shall not authorize the use of the Leased Premises for such purposes without the express consent of Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain and keep in force, adequate liquor liability insurance protecting both Tenant and Landlord in connection therewith within policy limits acceptable to Landlord. In the event Tenant shall fail to procure such insurance where applicable, Landlord may procure the same at Tenant's expense and such expense shall be treated as Additional Rent hereunder. In the event such insurance is not carried, sales or disbursements of the foregoing products shall be suspended until such coverage is in force.

**ARTICLE 62
CONFIDENTIALITY**

Tenant, and its principals, agents, employees, and attorneys, agree to keep the financial terms of this Lease Agreement strictly confidential, and shall not disclose, directly or indirectly, those terms to any other person or entity without first obtaining the prior written consent of Landlord; provided, however, that Landlord's consent shall not be required for any disclosure: (i) to Tenant's officers, directors, employees, lenders, accountants, attorneys, or current or potential investors in or purchasers of Tenant's business; or (ii) compelled by applicable laws, regulations, or court orders.

**ARTICLE 63
ENTIRE AGREEMENT**

This Lease and Rider (if applicable) contains all of the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. This Lease may not be changed or terminated orally. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

**ARTICLE 64
LIMITED LIABILITY OF LANDLORD**

(a) THE TERM "LANDLORD" AS USED IN THIS LEASE MEANS ONLY THE OWNER OR ENTITY FROM TIME TO TIME OWNING THE BUILDING CONTAINING THE LEASED PREMISES, SO THAT IN THE EVENT OF ANY SALE OR SALES THEREOF, THE LANDLORD WHO IS A GRANTOR IN ANY SUCH SALE SHALL BE AND HEREBY IS, WITHOUT FURTHER AGREEMENT, ENTIRELY FREED AND RELIEVED OF ALL THE OBLIGATIONS OF LANDLORD HEREUNDER ACCRUING AFTER THE DATE OF SUCH SALE. ANY SUCH SALE OR SALES OF THE LEASED PREMISES, UNLESS PURSUANT TO A FORECLOSURE SALE OR DEED IN LIEU OF FORECLOSURE, SHALL BE SUBJECT TO THIS LEASE AND IT SHALL BE DEEMED AND CONSTRUED WITHOUT FURTHER AGREEMENT THAT THE PURCHASER AT ANY SUCH SALE HAS ASSUMED AND AGREED TO CARRY OUT ANY AND ALL OBLIGATIONS OF LANDLORD UNDER THIS LEASE SO LONG AS SUCH PURCHASER SHALL BE THE OWNER OF THE BUILDING CONTAINING THE LEASED PREMISES.

(b) IN ANY ARBITRATION, ADMINISTRATIVE PROCEEDING, OR OTHER LITIGATION COMMENCED AT LAW, IN EQUITY, OR OTHERWISE, PURSUANT TO, OR RELATING TO, THE PROVISIONS OF THIS LEASE, OR TENANT'S OCCUPANCY OF THE LEASED PREMISES, TENANT'S SOLE AND EXCLUSIVE REMEDY SHALL BE AGAINST THE OWNERSHIP INTEREST OF LANDLORD IN THE LEASED PREMISES AND THE SHOPPING CENTER, AND TENANT SHALL HAVE NO RECOURSE WHATSOEVER TO ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES. TENANT HEREBY COVENANTS THAT IT SHALL NEVER SUE, OR OTHERWISE PROSECUTE IN ANY WAY THE LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, WITH RESPECT TO ANY AND EVERY CLAIM, SUIT, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION SEEKING THE RECOVERY OF ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, OTHER THAN THE OWNERSHIP INTEREST OF LANDLORD IN THE LEASED PREMISES AND THE SHOPPING CENTER. THIS PROVISION APPLIES TO ANY CLAIM, OR COUNTERCLAIM BY THE TENANT, AND SUPERCEDES ANY MORE PERMISSIVE STATUTES, CASE LAW, RULES OR REGULATIONS IN THE APPLICABLE JURISDICTION.

**ARTICLE 65
RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings. Additional information regarding Radon and Radon testing may be obtained from your county health unit.

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IN WITNESS WHEREOF, the parties hereto have set their Hands and Seals the day and year first above written.

LANDLORD:

RCG-DUNN, LLC,
a Georgia limited liability company

By: RCG NP Manager, LLC, a Georgia
limited liability company, its manager

Alison Nesbit
Witness

By: M.C.M.M.L.
Michael C. McMillen, Chief Executive Officer

Date: 9/22/2022

TENANT:

Antonia Avalos Lopez, individually

Bruce Zuhak
Witness

Antonia Avalos Lopez
[last 4 digits of SSN: 9716]
2506 Shepherd Valley Street
Raleigh, North Carolina 27610

Date: 8/31/2022

M.G. By Dr
Notary Public,
Wake County, State of NC
[NOTARY SEAL] exp: 9/19/2024

Concepcion Rojas Romo, individually

Bruce Zuhak
Witness

Concepcion Romo
[last 4 digits of SSN:]
11231 Griffith Ways
Fredericksburg, Virginia 22407

Date: 8-31-2022

M.G. By Dr
Notary Public,
Wake County, State of NC
[NOTARY SEAL] Exp: 9/19/2024

RIDER

1.1 HVAC Cap:

Notwithstanding Tenant's HVAC maintenance obligations set forth in Article 28, so long as Tenant is properly maintaining the two existing five-ton HVAC Units (each, an "Existing HVAC Unit," or collectively, the "Existing HVAC Units") as evidenced by quarterly maintenance records, Tenant shall have a cap on HVAC repairs for the Existing HVAC Units in the amount of \$1,000.00 per unit per occurrence ("HVAC Cap"), which excludes the cost and expense of the preventative maintenance agreement. Any repairs to the Existing HVAC Units in excess of the HVAC Cap shall be the responsibility of the Landlord. In the event the Existing HVAC Units are in need of complete replacement, Landlord shall be responsible for all costs associated with replacement of the units and Landlord shall then assign all warranties for any new HVAC unit, to Tenant who shall assume full and complete responsibility for all maintenance, repairs, and replacements to the new HVAC unit(s), from the date of installation and for the remainder of the Lease Term and any extension(s) thereof. If an Existing HVAC Unit is in need of repairs/replacement, Landlord shall have the right to select the vendor used for the repairs/replacement and then shall bill Tenant for its portion of the repairs/replacement costs, and Tenant shall reimburse Landlord within thirty (30) days of the date Tenant receives the invoice from Landlord. Upon installation of a new HVAC Unit, the HVAC Cap shall become null and void with respect to that replaced unit and Tenant's obligations set forth in Article 28 shall apply in full with respect to the new HVAC Unit.

1.2 Restaurant Requirements:

Tenant acknowledges that it is the primary objective of Landlord to operate an aesthetically pleasing, family-oriented shopping center. Accordingly, Tenant agrees to utilize and operate the restaurant to be located on the Leased Premises in the following manner so as not to interfere with the use and enjoyment of the rights and interests of any and all other tenants in the Shopping Center and their patrons.

- 1) **NOISE RESTRICTIONS.** Tenant shall comply with all city, county, and state noise restrictions in the event any entertainment is provided in the restaurant. No loud music, recorded or live, shall be permitted to be played before 8:00 p.m. In the event noise from the restaurant disturbs other tenants in the Shopping Center, in the sole discretion of Landlord, then Tenant shall, at its own expense, reconstruct the walls of the Premises such that the noise level is reduced to a level satisfactory to the other tenants and Landlord.
- 2) **SECURITY.** Tenant shall take steps necessary to insure adequate security on the Leased Premises at all times, and to take steps necessary to ensure that the patrons of the Leased Premises do not disturb patrons of other tenants in the shopping center or create general disturbances in the form of public drunkenness, fights and the like. Additionally, no loitering in the general vicinity of the Premises shall be permitted.
- 3) **COMMON AREA REQUIREMENTS.** To the extent the restaurant creates a greater than normal burden, Tenant shall be responsible for maintaining the common areas surrounding the premises, including the parking lot, free of all discarded bottles and cans and the like. Additionally, all trash cans located on the sidewalk in front of the Leased Premises shall be emptied daily into dumpsters or other facilities located at the Shopping Center. In the event, in the sole discretion of Landlord, that Tenant does not sufficiently maintain, as described above, the common area and surrounding areas, then Tenant agrees to be financially responsible for any additional isolated or ongoing common area maintenance costs that, in the discretion of the Landlord, arise as a result of Tenant's operation of the Leased Premises as a restaurant.
- 4) **SALE OF ALCOHOLIC BEVERAGES.** Tenant agrees that the primary purpose of business to be conducted on the premises is that of a take-out restaurant, and that the sale of alcoholic beverages for on-premises consumption is not permitted.
- 5) **PEST CONTROL.** Without limiting Tenant's obligations under Article 28 of this Lease, throughout the Term, Tenant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Leased Premises by a reputable exterminator on a monthly basis, or more often as Landlord, in Landlord's reasonable discretion, may require, at Tenant's expense.
- 6) **HVAC AND VENTILATION SYSTEM.** Tenant shall procure and maintain an HVAC maintenance contract with a vendor acceptable to Landlord, which contract shall provide for regular preventive maintenance as well as repairs. Without limiting Tenant's obligations under Article 28 of this Lease, the kitchen waste and exhaust systems, including the grease trap and all risers, piping and fans used in connection with such waste and exhaust systems, whether located in or outside of the Leased Premises, and all other pipes or ducts used by Tenant, shall be maintained in good repair, and so as to meet the reasonable standards of cleanliness and health, in a manner consistent with the operation of a first-class restaurant and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction, at Tenant's expense. Upon request of Landlord, Tenant shall provide Landlord with regular reports evidencing Tenant's compliance with this provision.
- 7) **GREASE TRAP.**
 - (a) Without limitation of any of the foregoing, Tenant shall do whatever is necessary in order to maintain properly the grease trap and prevent, at all times, any overflow or discharge of grease at the surface of the grease trap manhole. The grease trap and all plumbing pipes shall be rooted and cleaned regularly and as often as necessary to prevent clogging or discharge into the basement of the Building. In the event of any such overflow or discharge, Tenant shall be responsible for all costs of cleanup of the overflow or discharge, including all costs of repair, restoration or replacement of property damaged by

such overflow or discharge, unless such overflow or discharge is caused by a third party and such costs are not covered by insurance carried or required to be carried by Tenant. Tenant shall dispose of any grease in appropriate containers in full compliance with all applicable environmental regulations, and shall provide Landlord with quarterly reports regarding the disposal of grease.

(b) Tenant shall clean the grease pans on a regular basis. Tenant shall cause the exhaust fan, if any, to be maintained in a good state of condition and repair so as to provide the air flow velocities required by applicable codes and regulations. Tenant shall cause all fire detection and fire suppression systems and mechanisms to be maintained in accordance with all applicable laws, codes and regulations and the requirements of all applicable policies of insurance and insurance inspectors and of Landlord.

8) **EXHAUST MAINTENANCE.** Tenant shall, at its sole cost and expense, cause all exhaust/intake vents and hood systems to be maintained on a monthly basis, or more frequently as may be needed. Said maintenance shall be performed by a qualified company recognized within its industry as reputable and approved by Landlord. For each kitchen hood exhaust fan in the Premises, prior to the opening of the Premises for business Tenant shall furnish and install a rooftop mounted exhaust hood fan with a grease containment system (collectively, the "Rooftop Equipment"). Each exhaust fan shall have a grease collecting pan around the perimeter base of the fan. Each pan shall have a changeable, grease-absorbing filter which must be replaced by Tenant as often as may be necessary to prevent any grease from coming into contact with the roof or any part of it. Each grease containment system must be sized and installed in accordance with the manufacturer's specifications. (Grease containment systems are available from various sources, including: Grease Guard Inc., 605 Church Road, Elgin, Illinois 1/800-284-8273 or Grease Hound, DGA Industries, Inc., 3895 Clearview Court, Gurnee, Illinois 1/800-2234222) The listed manufacturers do not constitute an endorsement by Landlord or its property manager of the listed companies or their products.

Because of the health and/or safety risks which might result from Tenant's non-compliance with the foregoing obligations, Landlord and Tenant hereby specifically agree that any such failure on the part of Tenant to so comply therewith shall constitute a material event of default under this Lease with respect to which no notice or grace period shall be afforded or granted to Tenant, anything in Article 24 hereof to the contrary notwithstanding.

9) **FIRE PREVENTION.** Tenant shall install and maintain in good working order and condition and in accordance with the rules and regulations of all appropriate insurers and all applicable laws, codes and regulations of any governmental authority, all fire extinguishing systems in the Leased Premises.

10) **GARBAGE.** Tenant shall be responsible for wrapping, covering and otherwise securing garbage and transporting such garbage to the dumpster area frequently enough so that it will not accumulate in the Premises, for arranging for a dumpster to be located where designated by Landlord from time to time and for frequent removal of garbage from the dumpster so long as such removal complies with applicable codes and requirements of the governing jurisdiction in which the Leased Premises is located; provided, however, in the event of complaints by neighbors which are not resolved, such removal shall be daily. Tenant shall be responsible for repairing and paying for any damage to walls or other parts of the Building caused in transporting garbage and shall immediately clean up any spilled refuse.

11) **JANITORIAL SERVICE.** Without limitation of the provisions of Article 28, Tenant shall be responsible for providing, at Tenant's expense, cleaning and other janitorial services to the Leased Premises.

12) **ODORS.** Tenant shall use every effort to prevent offensive odors from the Leased Premises from emanating to any part of the Building outside of the Leased Premises.

13) **CONTRACTS.** Within ten (10) days after Tenant's execution of any HVAC maintenance, extermination, sanitation and janitorial service contracts, or after Landlord's request therefore at any time during the Term, Tenant shall furnish to Landlord copies of all such contracts. Tenant, within ten (10) days of Landlord's request therefore, shall also provide evidence to Landlord of payment for services performed under such contracts. If Tenant fails to enter into contracts acceptable to Landlord under which services are provided to Landlord's satisfaction or fails to pay amounts due thereunder and any such failure continues for ten (10) days after notice thereof from Landlord to Tenant, without limitation of Landlord's other rights under this Lease, Landlord shall have the right, at Tenant's sole cost and expense, to contract and to pay for such services to be performed on behalf of Tenant. Tenant shall reimburse Landlord for one hundred ten percent (110%) of costs, expenses and damages incurred by Landlord in connection with any failure by Tenant to perform its obligations under this Rider.

14) **HEALTH AND SAFETY.** In the event Tenant or Tenant's business is cited for health or safety code violations by governmental authority two (2) or more times in any twelve (12) month period, Landlord shall have the right to terminate this Lease by written notice to Tenant allowing not less than 3 months' notice. Landlord's right to terminate shall not be affected or limited by Tenant's curing the health or safety code violations, it being understood that strict compliance with city health and safety codes is required hereunder and citations or violations will cause Landlord irreparable harm.

15) **EXTERIOR CLEANING.** Tenant shall cause the front exterior of the Leased Premises to be pressure washed with degreaser at least once a month, and shall pressure wash the rear entry of the Leased Premises no less frequently than once every four (4) months.

16) **LATE FEES.** In the event that Tenant shall fail to timely fulfill the obligations set forth in this rider, Tenant shall be obligated to pay Landlord a fee of One Hundred Dollars (\$100) and an additional fee of Twenty Five Dollars (\$25) for every day that Tenant fails to cure a default following Landlord's delivery of written notice to Tenant of such default.

- 17) **INDEMNITY.** Tenant agrees to indemnify Landlord against any and all claims, demands, actions, causes of action, suits, liabilities, liens, duties, obligations and responsibilities arising out of or relating to Tenant's operation of a restaurant on the Leased Premises.

**EXHIBIT A
LEGAL DESCRIPTION**

Lying and being situate in Harnett County, North Carolina, and being more particularly described as follows:

TRACT ONE:

COMMENCING at an existing iron stake in the approximate centerline median of U.S. Highway 421, said commencing point being a random traverse point set in a traverse line between NCGS control monument stamped "Barefoot 1965" and NCGS control monument stamped "Place 1965", Harnett County, North Carolina, said existing iron stake being North 69°14'29" West, 1684.33' from "Barefoot 1965" which was destroyed when Wellons, Inc. Office was constructed; thence leaving said commencing point and running as a tie, North 13°46'15" West, 98.70' to an existing iron stake on the Northern margin of U.S. Highway 421, 150' R/W, the POINT OF BEGINNING, said Point of Beginning being the Southwest corner of R & W Pizza Huts of N.C. Building Partnership as recorded in Deed Book 1031, Page 476, Harnett County Registry; thence leaving said Southwest corner and running with the Northern R/W margin of U.S. Highway 421, North 71°19'13" West, 574.75' to an existing iron stake on said R/W margin, said existing iron stake being the Southeast corner of the City of Dunn Alcoholic Beverage Control Board as recorded in Deed Book 926, Page 434, Harnett County Registry; thence leaving said R/W margin and running with the Eastern boundary of said City of Dunn Alcoholic Beverage Control Board and an Eastern boundary of William R. Sorrell as recorded in Deed Book 511, Page 257, Harnett County Registry, North 18°41'18" East, 790.13' to a point in the centerline of an existing canal, said point lying in the Southern boundary of Wal-Mart Stores, Inc. #1237 as recorded in Deed Book 1076, Page 26, Harnett County Registry; thence leaving said point and running the said Southern boundary South 71°17'10" East, 710.00' to a point in the centerline of aforesaid canal; thence continuing to run with William R. Sorrell and the centerline of said canal, South 53°22'04" East, 232.37' to a point, and South 71°44'26" East, 382.45' to a point in the centerline of said canal; thence leaving the Southern boundary of William R. Sorrell and running with a Western boundary of Belk Department Store #91 as recorded in Deed Book 769, Page 67, Harnett County Registry, South 18°15'34" West, 86.71', to a set magnetic nail; thence continuing to run with Belk Department Store #91, South 26°31'44" East, 78.12' to a set magnetic nail in said Western boundary; thence continuing to run with Belk Department Store #91, South 26°28'55" East, 44.30' to a set magnetic nail at a point at which the Western wall of Belk Department Store #91 turns; thence running with the Western boundary of Belk Department Store #91, South 18°25'46" West, 477.16' to an existing p-k nail, the Southwest corner of Belk Department Store #91 parcel; thence leaving said p-k nail and running with a Southern boundary of Belk Department Store #91, South 71°46'19" East, 153.99' to an existing iron stake in the Western boundary of Central Carolina Bank and Trust Company as recorded in Deed Book 849, Page 183, Harnett County Registry; thence leaving said existing iron stake and running with the Western boundary of Central Carolina Bank and Trust Company, South 17°51'06" West, 89.31' to an existing iron stake, the Southwest corner of Central Carolina Bank and Trust Company on the Northern R/W margin of U.S. Highway 421; thence leaving said existing iron stake and running with said R/W margin and with a simple circular curve to the left having an arc distance of 231.42', a radius distance of 6373.67, and a chord bearing and distance of North 68°14'19" West, 231.41' to an existing iron stake disturbed on said R/W margin, said existing iron stake disturbed being the Southeast corner of SCB II Development, LLC as recorded in Deed Book 1703, Page 945, Harnett County Registry; thence leaving the Northern R/W margin of U.S. Highway 421 and running with the Eastern boundary of SCB II Development, LLC, North 18°48'17" East, 204.17' to a Hole in concrete curb, the Northeast corner of SCB II Development, LLC; thence leaving said Northeast corner and running with the Northern boundary of SCB II Development, LLC, North 71°14'55" West, 170.16' to an existing iron stake, the Northwest corner of SCB II Development, LLC; thence running with the

Western boundary of SCB II Development, LLC, South 27°12'27" West, 202.03' to an existing iron stake on the Northern R/W margin of U.S. Highway 421, the Southwest corner of SCB II Development, LLC; thence leaving said Southwest corner and running with the Northern R/W margin of U.S. Highway 421 and with a simple circular curve to the left having an arc distance of 29.64', a radius distance of 6373.67' with a chord bearing and distance of North 71°20'02" West, 29.64' to the point of tangency on said R/W margin; thence continuing to run with said R/W margin, North 71°17'10" West, 30.49' to an existing iron stake, the Southeast corner of FFCA Acquisition Corporation as recorded in Deed Book 1219, Page 237, Harnett County Registry; thence leaving said R/W margin and running with the Eastern boundary of FFCA Acquisition Corporation, North 27°15'04" East, 202.12' to an existing iron stake, the Northeast corner of FFCA Acquisition Corporation; thence running with the Northern boundary of FFCA Acquisition Corporation, North 71°17'10" West, 247.94' to an existing iron stake disturbed, the Northwest corner of FFCA Acquisition Corporation; thence running with the Western boundary of FFCA Acquisition Corporation, South 18°36'50" West, 199.94' to an existing iron stake on the Northern R/W margin of U.S. Highway 421, the Southwest corner of FFCA Acquisition Corporation; thence running with said R/W margin, North 71°18'43" West, 75.39' to an existing iron stake on said R/W margin, the Southeast corner of R & W Pizza Huts of N.C. Building Partnership; thence leaving said R/W margin and running with the Eastern boundary of R & W Pizza Huts of N.C. Building Partnership, North 18°45'04" East, 200.21' to an existing iron stake, the Northeast corner of R & W Pizza Huts of N.C. Building Partnership; thence running with the Northern boundary of R & W Pizza Huts of N.C. Building Partnership, North 71°22'04" West, 200.05' to an existing iron stake, the Northwest corner of R & W Pizza Huts of N.C. Building Partnership; thence running with the Western boundary of R & W Pizza Huts of N.C. Building Partnership, South 18°41'43" West, 199.76' to the POINT OF BEGINNING, and containing 945,302 square feet (21.70 acres), more or less.

SAVE AND EXCEPT that property conveyed to Byrd Properties of Dunn, LLC in Book 2688, page 486.

TOGETHER WITH a perpetual non-exclusive easement for ingress, egress and regress over that certain tract containing 1.515 acres more particularly described in that certain Warranty Deed dated July 31, 1984, and recorded in Book 769, page 52; and that certain sight distance easement set out in said Deed.

TOGETHER WITH and including all rights and easements created by that certain agreement between Bailey & Associates, Inc. and Belk's Department Store of Dunn, North Carolina, Inc., a memorandum of which is recorded in Book 769, page 71.

Lying and being situate in Harnett County, North Carolina, and being more particularly described as follows:

TRACT TWO:

Commencing at a point on the northern right-of-way of U.S. Hwy. 421, 150' right-of-way, said point being S17-17-10E, 796 feet +/- from the intersection of said northern right-of-way margin and the centerline of Block River, Harnett County, NC; thence leaving said northern right-of-way margin and running with the eastern boundary of W.R. Sorrell N16-42-00E for 790.00 feet to a point being the true point of beginning; thence continuing with and through the W.R. Sorrell tract the following courses and distances: N71-17-10W for 70.00 feet to a point; thence N18-42-50E for 70.00 feet to a point; thence S71-17-10E for 780.00 feet to a point; thence S18-42-50W for 70 feet to a point; thence N71-17-10W for 710.00 feet to a point being the true point of beginning. The above described tract contains 1.25 acres more or less.

Less and except the following:

Commencing at an existing iron pipe having N.C. Grid Coordinates of N – 571,983.734 and E – 2,108,651.218 (NAD 83 2012B), being on the northern right of way of U.S. 421 and the southeast corner of a 60 foot cross access and the southwest property corner of Masada Ventures, LLC (Deed Book 3070 Page 539):

Thence along the northern right of way of U.S. 421, a curve to the right having a arc length of 196.58 feet a radius of 6373.67 feet a chord bearing and distance of South 70 degrees 32 minutes 49 seconds East – 196.57 feet to an iron stake, the point of BEGINNING:

Thence leaving U.S. 421 right of way, North 18 degrees 44 minutes 49 seconds East – 204.15 feet to a hole in the curb, a corner with RGC-Dunn, LLC (Deed Book 3502 Pages 490-494);

Thence South 71 degrees 15 minutes 00 seconds East – 74.24 feet to an existing magnetic nail;

Thence South 18 degrees 11 minutes 28 seconds West – 128.35 feet to an existing PK nail;

Thence South 71 degrees 46 minutes 26 seconds East – 154.03 feet to an existing iron stake;

Thence South 17 degrees 52 minutes 10 seconds West – 89.34 feet to an existing iron stake on the northern right of way of U.S. 421;

Thence along the northern right of way of U.S. 421 a curve to the left having an arc length of 231.21 feet a radius of 6373.67 feet a chord bearing and distance of North 68 degrees 14 minutes 46 seconds West – 231.19 feet to an iron stake, the point of BEGINNING, containing 0.652 acres, and being a portion of Deed Book 3502 Page 490-494, property of RCG-Dunn, LLC, as recorded in the Harnett County Register of Deeds.

The above described property being all of the 0.652 acre tract shown on a Recombination Survey for Masada Ventures, LLC recorded in Book 2019, Page 55 in the office of the Register of Deeds of Harnett County.

**BEGINNING at a point being located N 18°54'48" E
34.95 feet from the right-of-way of U.S. Highway
#421 (West Cumberland Street) and running with a new
line N 71°15'00" W a distance of 269.68' to a point
34.28' from the public right-of-way, a corner in the
line of the Byrd Properties of Dunn, LLC property as
found in Deed Book 2688 Page 486; thence running
with said line N 18°56'28" E a distance of 165.83'
to a found iron stake found at the northeastern
corner of the said Byrd property; thence with a new
line S 71°02'
02" E a distance of 269.60' to a point; thence with
another new line S 18°54'48" W a distance of 164.82'
to the POINT AND PLACE OF BEGINNING.**

The above described property being all of the 1.02 acre tract shown on the Division Plat for RCG-Dunn, LLC, recorded in Instrument # 2021024235, Map Book 2021, Map page 464, in the office of the Register of Deeds of Harnett County.

EXHIBIT A-1
SITE PLAN

Harnett Crossing

2200 W. Cumberland Street, Dunn, NC 28334



**The naming of any tenant or occupant of the Shopping Center on this Exhibit A-1 or the presence of a tenant or occupant in the Shopping Center shall not constitute a warranty, express or implied, of the continued presence or occupancy of such tenant or occupant in the Shopping Center or at the location or configuration of the improvements that comprise the Shopping Center. Notwithstanding anything contained in the Lease to the contrary, Landlord hereby reserves, during the term of this Lease and any extensions or renewals thereof, the right from time to time and at any time to make such changes to the Shopping Center and to make such modifications in the locations within or among the various components of the Shopping Center as Landlord shall in the exercise of its sole discretion deem desirable and to construct additional buildings in the Shopping Center, which need not be limited to retail store uses, provided that such actions shall not materially interfere with Tenant's use of the Leased Premises as provided in Article 1(R).*

**EXHIBIT B
LANDLORD'S WORK**

As an inducement for Tenant to enter into this Lease Agreement, Landlord hereby agrees to complete the following work:

- Landlord shall deliver the existing HVAC unit(s) in working order within thirty (30) days from the last to occur: (i) Tenant has received possession of the Leased Premises, and (ii) Tenant has setup and transferred all utilities into their name.

Excluding the aforementioned Landlord's Work, Tenant hereby accepts the space "as is", "where is" without any warranties of any kind. Any construction required for Tenant's business shall be at Tenant's sole cost and expense. Tenant acknowledges that it is Tenant's sole responsibility to obtain all construction permits and water/sewer tap fees required by the appropriate governmental authorities, to comply with and pay for the cost of complying with all requirements of the building inspection and fire marshal of Harnett County, North Carolina, and to obtain the necessary certificates of occupancy from the building department and the fire marshal (a copy of which shall be furnished to Landlord).

It is further agreed and understood that Tenant must obtain the appropriate permits for construction from all responsible governmental departments and furnish a copy of same to Landlord prior to the start of any construction.

Neither Landlord nor Agent has made any representations as to the permitability of the Premises for Tenant's use or the costs to complete the space to meet Tenant's needs and comply with the county requirements. These matters are at the Tenant's full risk, cost and expense.

**EXHIBIT C
TENANT'S WORK**

Tenant's Work shall be approved by Landlord, and Tenant, at its sole cost and expense, shall perform and construct, in a good and workmanlike manner and in accordance with all applicable laws and regulations. If plans are required for Tenant's Work, Tenant shall submit a copy to Landlord for approval prior to commencing Tenant's Work, and a copy of the final set of plans upon completion of Tenant's Work.

Tenant Improvement Allowance:

In consideration of Tenant performing and completing Tenant's Work as required by the Lease, Landlord shall, provided Tenant is not otherwise in default under this Lease, pay Tenant the lesser of (i) the actual out-of-pocket cost of leasehold improvements made by Tenant in and to the Premises, or (ii) two thousand five hundred and No/100 Dollars (\$2,500.00) (the "Tenant Allowance"). The Tenant Allowance shall be payable within thirty (30) days after Tenant's request therefor following: (i) the completion of Tenant's Work as evidenced by Tenant's delivery to Landlord of a final certificate of occupancy (or governmental equivalent) and any other approvals required by local governmental agencies in order for Tenant to operate in the Premises and receipt by Landlord of Tenant's As Built plans; and (ii) Tenant's submission to Landlord of affidavits, lien waivers, and paid receipts and invoices for Tenant's Work performed by all contractors and subcontractors at the Premises and all materialmen and suppliers who provided materials and equipment used in connection with Tenant's Work at the Premises; and (iii) Landlord's receipt of evidence of Tenant's approved HVAC maintenance contract and evidence that Tenant has paid its utility deposits and government impact fees; and (iv) Tenant opening for business to the public in the entire Premises and paying the first's month rent due (beyond any prepaid amounts); and (v) Landlord's receipt of a Tenant-completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

Upon expiration or sooner termination of this Lease, all improvements and additions to the Premises (other than Tenant's trade fixtures and movable personal property) shall be deemed the property of the Landlord, and all other alterations, decorations, additional and improvements made by Tenant to the Premises, including all heating and air conditioning units, equipment and apparatus at the Premises and other fixtures such as ceiling tiles and grids, lighting fixtures, electric panel boxes, plumbing, boilers, floor and wall coverings, alarm systems, lights, toilet fixtures, partitions, doors and utilities shall be deemed attached to the freehold and be Landlord's property and Tenant shall have no right to alter or remove said improvements paid for with the Allowance without Landlord's consent.

If Tenant shall default under any of the terms and provisions of this Lease, and Tenant shall fail to cure such default within the time permitted for cure pursuant to the applicable terms and provisions of this Lease, if any, Tenant shall become obligated to pay to Landlord, immediately upon receipt of written demand therefor from Landlord, or Landlord's designated agents or representatives, the unamortized portion of the Tenant Allowance. Such unamortized portion shall be calculated by amortizing the Tenant Allowance on a straight line basis over the Lease Term. The rights of Landlord under the terms and provisions of this Exhibit shall be in addition to, and not in limitation of, any other rights and remedies available to Landlord in the event of default by Tenant, under the terms and provisions of this Lease, or otherwise available to Landlord at law or in equity. If Tenant shall fail to use and request the Tenant Allowance in writing within ninety (90) days after the Rent Commencement Date, then Tenant shall have forfeited any and all rights to said Allowance amount.

**EXHIBIT D
SIGN CRITERIA**

This sign criteria is intended to encourage and develop creative and diversified signing for the stores, providing not only effective store identification, but also good design practice. Any deviation from these standards must be approved in writing by Landlord. The approval by Landlord of any sign plan submitted to Landlord shall not constitute the assumption of any liability on the part of Landlord for their accuracy or conformity with any building or signage code or other governmental or regulatory requirements, and Tenant shall be solely responsible for such plans and obtaining all permits and approvals from all appropriate governmental and regulatory bodies.

1. The Tenant shall be required to identify its Leased Premises with signage in accordance with this Exhibit. Such signage shall be installed prior to Tenant opening for business in the Leased Premises.
2. Only signs that have individual interior-lighted letters and carry Underwriters Laboratory (UL) rating will be permitted. Signs with exposed neon tubing or exposed lamps or any exposed sign illumination or illuminated sign cabinets or modules or "box" signs or signs of the flashing, rotating, moving, blinking or animated type are not permitted.
3. The design and location of all signs must be approved in writing by Landlord and shall be subject to Landlord's sole discretion as to design, size and location. Tenant shall submit sign working drawings to Landlord and no sign shall be installed until Landlord's written approval has been obtained by Tenant. The working drawings must indicate the following:
 - a. The type and sizes of all lettering.
 - b. Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.
 - c. A section through the sign showing its construction.
 - d. Colors, finishes and types of all materials.
 - e. Wattage and light intensity.
 - f. Location of all penetrations for conduit and sleeves, etc. required for sign installation.
4. Maximum height of each letter for store fronts up to and including 25 feet shall be 18 inches and for store fronts greater than 25 feet shall be 24 inches.
5. Maximum width of a sign shall not exceed 2/3 the width of the store front.
6. Anchor tenants (containing 10,000 s.f. or more) signage shall be regulated by Landlord and the size and location will be at the discretion and approval of Landlord.
7. All signs shall be installed on 6" x 6" raceways prefinished to match building façade.
8. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.
9. No labels will be permitted on the exposed surface of signs except those required by local ordinance, which labels shall be applied in an inconspicuous location.
10. Tenant's sign contractor shall repair and/or replace any damage to work of others caused by his work.
11. Tenant shall be fully responsible for work performed by Tenant's sign contractor.
12. Storefront signs shall be limited to Tenant's store or trade name only.
13. Printed signs on store front or show windows are prohibited.
14. Painted signs on the exterior surface of any wall of the Leased Premises are prohibited.
15. Paper, textile or cardboard signs, stickers, banners or flags are prohibited.
16. No exposed ballast boxes or electrical transformers will be permitted except as required by code.
17. Sign company names or stamps shall be concealed if permitted by code.
18. Only one sign for each Tenant will be permitted unless otherwise approved by Landlord in writing.
19. Electrical service for signs will be the responsibility of Tenant.
20. No roof-mounted signs will be permitted.

**EXHIBIT E
RULES AND REGULATIONS**

Landlord reserves the right to promulgate, and Tenant hereby agrees to comply with, the Rules and Regulations for the Leased Premises, Shopping Center, and Common Areas, including but not limited to the following (which may be modified or deleted or added by Landlord at any time):

- (a) Tenant shall continuously keep the Leased Premises occupied and open for business during the hours specified herein.
- (b) Tenant shall load and unload goods only at such times and in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers, trucks, or other vehicles shall not be permitted to remain parked overnight in any area of the Shopping Center.
- (c) Tenant shall keep all garbage and refuse and to place same outside of the Leased Premises prepared for collection in a manner and at times specified by Landlord.
- (d) Tenant shall keep the outside areas immediately adjoining the Leased Premises clean, and not to burn, place or permit any rubbish, obstruction or merchandise in such areas.
- (e) Tenant shall keep the Leased Premises clean, orderly, sanitary and free from objectionable odors, and insects, vermin and other pests.
- (f) Tenant shall not distribute any handbills or other advertising matter on or about any part of the Shopping Center outside of the Leased Premises.
- (g) Tenant shall not use or operate any machinery that, in Landlord's opinion, is harmful or disturbing to other tenants in the Shopping Center, nor shall Tenant use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard outside of the Leased Premises, nor display merchandise on the exterior of the Leased Premises for sale or promotional purposes.
- (h) Tenant shall not conduct any auction, fire, bankruptcy or going out of business sale on or about the Premises.
- (i) Tenant shall keep its display window(s) in the Leased Premises dressed and illuminated, and its signs and exterior lights properly operating, every day during the term of this Lease from dusk to 9:00 p.m. excluding Sundays and holidays. Tenant agrees that its store shall be opened for business during the minimum period of 10:00 a.m. to 6:00 p.m., Monday through Thursday, and 10:00 a.m. to 9:00 p.m. Friday and Saturday, (excluding holidays) or during such other hours as may be determined by Landlord. In the event Tenant fails to maintain store operating hours in accordance with this Paragraph, Tenant agrees to pay, as Additional Rent, \$100.00 per day until Tenant's operating hours are in accordance with the provisions of this Paragraph.
- (j) Tenant, and its employees, shall park their vehicles only in areas designated by Landlord. Landlord reserves the right to assess Tenant a charge of ten dollars (\$10) per day, or any part thereof, when Tenant, or Tenant's employees, use parking spaces not designated by Landlord. All vehicles owned or used by Tenant, or Tenant's employees, must be currently licensed and operable, with no flat tires, and be capable of being started by internal battery capacity, and movable by the vehicle's own engine and drive train. Vehicles not conforming to the aforesaid requirements, and any vehicles parked with a "For Sale" or similar sign, may be removed by Landlord, without notice, with the cost of such removal to be paid by Tenant. Any signage displayed on operable vehicles is restricted to a size which does not require the issuance of a permit by government authorities for use.
- (k) Landlord shall not be liable to Tenant for any violation of the rules and regulations, or for the breach of any covenant or condition by any other Tenant's in the Shopping Center.
- (l) Tenant shall not place or install any type of identification sign or other signage on any exterior wall of the Leased Premises or the Building without first obtaining Landlord's prior written approval.

**EXHIBIT F
EXCLUSIVES AND RESTRICTIONS**

Michaels

Exclusive Use – Exhibit C, section 16.4- No portion of the Entire Project (other than the Premises) or any property contiguous to the Entire Project (including, without limitation, any property that would be contiguous or adjacent to the Entire Project but for any intervening road, street, alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, shall be used, directly or indirectly, for the purpose of conducting a craft store, store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, holiday themed decor, decorations and costumes, wedding goods (except apparel), party goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing. Or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to Tenant in operation or merchandising. This Section 16.4.1 shall not apply to (A) any lessee whose lease was fully executed on the Effective Date hereof and is identified on Exhibit I as an Existing Lease Not Subject to Tenant's Exclusive or Prohibited Uses;" provided, however, that this exception shall not apply if (i) Landlord permits or agrees to an expansion of the existing premises for any such permitted use in the expansion premises which violates Tenant's exclusive, or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns, if Landlord has approval rights thereof, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (iv) Landlord has the right, by virtue of the provisions of the existing lease, to Cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B) any lessee for which the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental to such lessee's primary use, unless the total space which such lessee devotes to the products or services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of one thousand (1,000) Leasable Square Feet (inclusive of allocable aisle space and linear shelf space) or five percent (5%) of such lessee's Leasable Square Feet; and further provided, in no event shall this exception for incidental use apply to picture framing services, it being the intention that , except for (i) the Belk Parcel and the Outparcel (to the extent that the Belk Parcel and Outparcel are not owned or controlled by Landlord or under common control of Landlord), and (y) the lessees set forth on Exhibit D), no other lessee or occupant of the Entire Project shall be permitted to offer picture framing services not even on an incidental basis, or (C) the Belk Parcel or Outparcel unless any portion of the Belk Parcel or Outparcel is owned or controlled by Landlord or any entity owned or controlled by Landlord or under common control with Landlord, in which case Landlord will promptly cause the exclusive granted to Tenant herein to be placed of record on said additional land, and shall give Tenant proof of such recordation

Restrictions – Silent

Habitat for Humanity, d/b/a ReStore

Exclusive Use – Silent

Restrictions – Silent

OneMain Financial

Exclusive Use – Silent

Restrictions – Silent

China Tokyo

Exclusive Use – Silent

Restrictions – Silent

#1 Nails

Exclusive Use – Silent

Restrictions – Silent

It's Fashion

Exclusive Use – Lease, Section 31 - COMPETITIVE STORES. The parties acknowledge that for the period of the operation of LESSEE'S store in the Premises, the realization of the benefits of a percentage rent lease are dependent upon LESSEE'S maximizing its gross sales and that certain specific competition is inconsistent with the generation of maximum gross sales. The parties further acknowledge that the minimum annual rent was negotiated together with and giving consideration to the percentage rent rate and base and that certain competitors might deprive LESSOR and LESSEE of a bargained-for consideration. Accordingly, LESSOR covenants and agrees that during the term of this Lease and any extensions or renewals thereof, should LESSOR directly or indirectly enter into any leases in said Shopping Center with any national or regional women's apparel chain stores classified as popular priced and carrying competitive merchandise, then and in such event, the monthly fixed rent shall be reduced by one-half (1/2) that set forth herein for the initial Lease period and any extension or renewal thereof, or LESSEE, at its option, may elect to cancel this Lease upon sixty (60) days' notice in writing.

Restrictions – Lease, Section 28 - CONTIGUOUS TENANTS. LESSOR agrees that, during the term of this Lease, or any extension

thereof, no space contiguous or adjacent to LESSEE'S Premises shall be occupied by a pet shop or game room or business in which either is a part thereof, nor shall space within 100 feet of LESSEE'S Premises be occupied by non-retail establishments requiring extensive parking including, without limitation, a disco, night club, amusement arcade, theatre, health spa, bowling alley, or any other non-retail operation or a store featuring sexually explicit materials or products, or drug paraphernalia.

Ollie's Bargain Outlet

Exclusive Use – Lease, Section 19.2 - Use Protections. Provided Tenant is open and conducting the Initial Use in the Premises (unless such closure is due to a Permitted Closure or one or more of the Force Majeure Events), Landlord shall not lease, license or otherwise occupy, or permit to be leased, licensed or otherwise occupied, any portion of the Shopping Center (other than the Premises) for the operation of a retail store the principal business of which is the sale of merchandise that is generally categorized as: closeout, surplus, or salvage goods (the "Exclusive Use"). Further, Landlord will not, nor will it permit any occupant of the Shopping Center to operate any portion of the Shopping Center (other than the Premises) for any of the following uses (collectively, "Restricted Uses" and together with the Exclusive Use, the "Use Protections") without the prior written consent of Tenant, which consent may be withheld by Tenant in its sole and absolute discretion:

- (i) Retail Operations with the word "Bargain" or any derivation, abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name;
- (ii) A store whose principal business is the sale of merchandise which is classified as "salvage," "close-out," "odd lot," "clearance," "discontinued," "cancellation," "second," "floor model," "demonstrator," "obsolescent," "over stock," "distressed," "bankruptcy," "overruns," "fire sale" or "damaged";
- (iii) A store containing a total of more than five thousand (5,000) square feet of Rentable Area that is using two thousand (2,000) square feet or more, for the display and sale of books (in calculating the areas used for display and sale of books, both the actual display and sale areas, as well as one-half of the aisle space adjacent to such display and sales areas shall be counted), provided, however, that (y) a retail store selling primarily used books shall not be prohibited or subject to the foregoing Rentable Area limitation, and (z) a book store of up to five thousand (5,000) square feet of Rentable Area shall not be prohibited or subject to the foregoing Rentable Area limitation;
- (iv) the prohibited uses set forth on Exhibit E attached hereto; or
- (v) any of the following retail establishments (or their successors in interest): Big Lots, National Wholesale Liquidators, Hancock Fabrics, Bed Bath and Beyond, Odd Lots, Bargain Hunt, Essex Discount, Fred's Discount, Tuesday Morning, Barnes & Noble, and Books-A-Million.

Notwithstanding the foregoing, the Use Protections shall not apply to any current occupants or tenants of the Shopping Center, or their permitted successors and assigns, operating in accordance with the use clauses of their respective leases or occupancy agreements; provided, however, that a verbatim copy of the applicable use clause is disclosed to Tenant on Exhibit D attached hereto and made a part hereof, and in the event Landlord's consent is required for a change in permitted use or the expansion of such use, then Landlord shall not consent to a change of such use or expansion of any use which would result in a violation of the Use Protections. Further and notwithstanding anything herein to the contrary, Tenant consents to the operation of a retail store in the Shopping Center whose business falls into each of the following categories: (i) the sale of primarily one of the following categories of merchandise: apparel (including a discount clothing store such as TJ Maxx, Marshalls or Roses), footwear, fabric (other than Hancock Fabrics), party goods, health and beauty aids, prescription medicines, furniture (including a furniture store that has close-out furniture sales), building supplies, and flooring supplies; (ii) a department store, provided the department store does not display or sell twenty-five (25%) or more of merchandise that is close-out, overrun, salvage and/or distressed merchandise (in the aggregate); (iii) a single price point store that primarily displays and sells merchandise that is sold at a single price point; and (iv) the sale of solely second-hand merchandise (such as a Goodwill or Salvation Army store).

Restrictions – Lease, Section 19.2; Exhibit E ***Lease, Section 19.2 – See Exclusive above.***

Exhibit E - Landlord covenants and agrees that no portion of the Shopping center shall be used for any of the following uses (except as otherwise specified below):

- (xii) adult or sexually explicit or oriented stores, including bookstores or video stores or any business featuring the display of male and/or female dancers or so called "strip tease" or "adult entertainment" establishments;
- (xiii) massage parlors except that massage services in spas, gyms and other establishments of a non-prurient nature compatible with a first class shopping center shall be permitted;
- (xiv) so called "head shops" or businesses which sell drug related paraphernalia;
- (xv) mortuaries or funeral parlors;
- (xvi) any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors;
- (xvii) lounges, bars, taverns, nightclubs, and other establishments of like type shall not share a demising wall with the Premises, provided, however, that restaurants that have a bar or bars as an incidental part of their restaurant business shall be permitted to share a demising wall with the Premises, subject to the terms of all other provisions of this Lease, including without limitation, the Use Protections;

- (xviii) churches, auditoriums, meeting halls or other places of public assembly shall not share a demising wall with the Premises;
- (xix) bingo parlors, dance halls, bowling alleys, skating rinks, game or video/arcade rooms or amusement centers, billiard or pool halls, auction houses or flea markets shall not share a demising wall with the Premises;
- (xx) hotels, motels, tourist courts, or sleeping apartments/lodging rooms or living quarters shall not share a demising wall with the Premises;
- (xxi) any office or storage operations (except office and storage operations which are an ancillary part of the conduct of a retail business in the Shopping Center) shall not be located within five hundred (500) feet of any demising wall of the Premises.

Nothing in this Exhibit shall be construed to permit a use that is otherwise prohibited by any other Use Protections in this Lease.

H&R Block

Exclusive Use - Lease, Rider 1.3 - Subject to the conditions and exceptions mentioned below, Landlord hereby agrees that during the initial Lease Term, Landlord will not execute any new lease for space within the Shopping Center with a tenant whose primary business is the operation of tax preparation (the "Exclusive Use"). Primary business shall mean that greater than fifty percent (50%) of such other tenant's floor area is devoted to the sale of such item.

Restrictions – Silent

Subway

Exclusive Use – Silent

Restrictions – 4th Amendment, #6 dated March 30, 2018 - Landlord hereby gives its consent to Tenant to construct the interior of the Premises in accordance with standard SUBWAY® decor and to erect standard SUBWAY® signs/awnings on the exterior building utilizing the Franchisor's standard logo and colors in the places where Tenant's signage currently exists as of the Effective Date of this Agreement. The phrase "standard SUBWAY® signs" shall be deemed to include existing pole signs, monument signs and awnings as they are occupied on the Effective Date of this Agreement and does not confer any rights to Tenant to place additional signage in any location that has not been previously granted to Tenant. Additionally, Tenant may use standard SUBWAY® window advertising including but not limited to LED "open" signs and static clings. Tenant shall not be required to submit any of the aforementioned items for Landlord's review. Notwithstanding the foregoing, Tenant agrees that any signage installed by Tenant shall conform to local codes and ordinances.

Beauty Plus

Exclusive Use – Silent

Restrictions – Silent

Tobacco Road #11

Exclusive Use – Silent

Restrictions – Silent

Powerhouse Nutrition

Exclusive Use – Silent

Restrictions – Silent

Citi Trends

Exclusive Use – Lease, Article 15.1 - Competition Rent Reduction – Landlord and Tenant understand and agree that it is to the mutual benefit of both parties and the Shopping Center as a whole to establish and maintain a mix of retail stores with a balanced and diversified selection of merchandise, goods and services. Furthermore, Tenant has agreed to the Rent payable hereunder based on this balance and diversification and the provisions of this Section. Provided that Tenant is open and operating its business for Tenant's Primary Use, Landlord shall not permit or allow any other occupant in the Shopping Center to operate a store selling primarily urban apparel merchandise (by way of example and not of limitation, Forman Mills, GEN X, Rainbow, Dots, Simply 10, Steele's, Conway, Fallas Parades, Melrose, dd's and Its Fashion Metro) (hereinafter referred to as "Competition"). In the event Landlord breaches the foregoing provision, then in addition to all other remedies which Tenant may have at law or in equity, Tenant may continue to operate its store in the Shopping Center in accordance with all the terms and conditions of the Lease, except that Tenant shall pay Substitute Rent in lieu of all Rent, including Minimum Annual Rent and all CAM Costs, Real Estate Taxes and Insurance Costs, for such time as such Competition is open for business in the Shopping Center. In addition, Tenant may, at any time from and after the date which is one hundred twenty (120) days after the opening of the Competition and for so long as the Competition is open for business, have the right terminate this Lease by giving at least sixty (60) days prior written notice thereof to the Landlord specifying the effective date of

termination. Landlord agrees to provide notice to Tenant promptly upon Landlord becoming aware of any such Competition. Notwithstanding the foregoing, the following shall not be considered Competition: (a) the tenants listed on Exhibit D-1 that are open for business in the Shopping Center on the date of this Lease and who by the terms of their leases are not prohibited or restricted from operating in a manner that would constitute Competition; and (b) full line off-price apparel stores such as Burlington, Ross, Marshalls and TJ Maxx. With regard to a "Renegade Tenant" which shall mean competition operating in violation of the terms of its lease, Tenant shall be entitled to exercise the sole and exclusive remedies set forth above unless Landlord commences and diligently pursues a cure of the violation, up to and including a suit of injunctive relief, within 45 days after receipt of notice from Tenant. The exclusive language under this Section 15.1 and the Prohibited Uses under Section 4.2 of this Lease will not (i) prohibit Landlord, as a matter of course, from entering into a lease with an "open use" clause or other use clause not restricting a tenant's use (i.e. a provision permitting any use or any lawful use), so long as exception is made to such "open use" clause to expressly prohibit the use as a store selling primarily urban apparel as set forth above or (ii) prohibit a tenant or occupant under a prior lease from changing its use or subleasing its premises or assigning its lease in contravention of the exclusive language or Prohibited Uses, provided Landlord agrees to withhold its consent to the extent Landlord's consent for such change is necessary, and such contravention made without Landlord's necessary consent shall be considered a Renegade Tenant and Tenant shall be entitled to the same remedies as set forth above in regard to a Renegade Tenant. With regard to any portion of the Shopping Center not owned by Landlord as of the Effective Date hereof, Landlord agrees to withhold its consent to Competition to the extent Landlord's consent for said use is necessary under an REA or similar document, and the Landlord's withholding of consent does not place it in violation of said REA or similar document, and if such occupant changes its use regardless of Landlord's withholding its consent, then such occupant shall be considered a Renegade Tenant and Tenant shall be entitled to the same remedies as set forth above in regard to a Renegade Tenant. For purposes of this Section 15.1 only, "Shopping Center" shall include all real estate now or hereafter owned, controlled or managed by Landlord or its affiliates which is adjacent (including across public streets) to the Shopping Center.

Restrictions – Lease, Article 4.2 - Use of the Shopping Center – The Shopping Center is and shall remain retail in character, and, further, no part of the Shopping Center shall be used for residential purposes or as an auditorium; meeting hall; banquet hall; school; library; church or other place of public assembly; "flea market"; dance hall; billiard or pool hall; massage parlor (except for Massage Envy and other national or regional reputable massage parlors); funeral parlor; video game arcade, off-track betting establishment; bowling alley; skating rink; car wash; facility for the sale, display, leasing or repair of motor vehicles; night club; so-called "head shop; adult products, adult books or adult audio/video products establishment (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the State in which the store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in the Shopping Center within one hundred (100) feet of the front and side perimeter walls of the Premises. Further, no theater, gymnasium, veterinary services, pet stay facilities, health club, restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in the Shopping Center within two hundred (200) feet of the Premises excluding tenants existing in the Shopping Center on the date of this Lease and their successors and assigns and replacements in said tenant's existing premises. Office use shall not exceed 40% of the Shopping Center gross leasable area. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. Landlord agrees that it shall not lease any premises directly adjacent to Tenant's Premises to any tenant that causes or permits objectionable odors to emanate or be dispelled from that premises, including but not limited to a (a) nail or hair salon, (b) dry cleaning processing plant, (c) a pet store, or (d) a restaurant or other establishment engaged primarily in the preparation of food for consumption on or off premises, unless, in any such case, the adjoining space is adequately ventilated and the walls adjoining the Tenant's Premises are constructed in such a fashion as to prevent odors and vermin from entering the Premises; provided, however, the foregoing restrictions shall not apply to existing tenants in the Shopping Center or the successors and/or assigns of such existing tenants.

Planet Fitness

Exclusive Use – Lease, Section 23.25 - Right of Exclusive Uses. For and during the term of this Lease and any extension thereof, Landlord shall not enter into a lease at the Shopping Center, including any outparcels that are owned or controlled by Landlord, with another tenant whose primary business is a full-service health club, tanning salon, and personal training center or facility, and shall not consent to the operation of a full-service health club, tanning salon, and personal training center or facility at the Shopping Center, including any outparcels that are owned or controlled by Landlord. The restriction set forth in this Section shall be inapplicable to tenants or occupants of the Shopping Center under lease(s) existing as of the date of this Lease and shall not preclude the Landlord from leasing space to boutique fitness studios operating for the sole purpose of yoga, spin/cycle, crossfit, Pilates, barre, martial arts, children's gym or dance studio, provided that the gross leasable area of each such establishment is 3,000 square feet or less.

Restrictions - Silent

Tractor Supply

Exclusive Use – Lease, Section 15 – Scope of Exclusive. Landlord covenants and agrees not to sell, lease, rent, occupy, or allow to be occupied, or otherwise transfer or convey all or any portion of the Restricted Property, as such item is defined below, for the purpose of selling or offering for sale those items which support a farm/ranch/rural lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhart products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden equipment (including but not limited to, push/riding mowers, mow-n-vacs, garden carts; snow blowers, clippers and shredders, wheel barrows and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment (equipment that hooks to the power take-off point of a tractor); and (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections) (the "Restricted Products"). Nothing contained in this Lease shall prevent any tenant on the Restricted Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to display for sale of Restricted Products does not exceed ten percent (10%) of the total number of square feet of space used for merchandise display by such tenant (including one-half (1/2) of the aisle space adjacent to the display area). Further this covenant shall not apply to any business operated by Tenant, or any affiliate of Tenant. "Restricted Property" shall mean (i) with respect to Landlord or any future landlord which is an Institutional Landlord (as defined below), the Shopping Center, and with respect to any future landlord which is not an Institutional Landlord, any property within five (5) miles of the Demised Premises that is owned, controlled or developed by Landlord (or any entity in which Landlord, or an equity holder of Landlord holds an equity or management interest) for commercial

purposes. As used herein, "Institutional Landlord" shall mean any bank, savings and loan institution, trust or insurance company, real estate investment trust, pension, welfare or retirement fund, money management firm, asset management fund or venture fund.

Restrictions - Silent

One Life Natural

Exclusive Use – Lease, Rider 1.1

Subject to the conditions and exceptions mentioned below, Landlord hereby agrees that during the Lease Term and any renewals thereof, Landlord will not execute any new lease for space within the Shopping Center with a tenant whose primary business is the sale of CBD oils and Hemp products (the "Exclusive Use"). Primary business shall mean that greater than fifty percent (50%) of such other tenant's floor area is devoted to the sale of such item.

Cricket Wireless

Exclusive Use - None

Restrictions - None

COREA

By and Between Belk's Department Store and Bailey and Associates, Inc.

Section 17.2 – Use Restrictions. The Out Parcels may be used only for the following purposes: (i) financial institutions, (ii) restaurants and (iii) business offices, or less otherwise designated on the Plot Plan; provided however, that Out Parcel 4 may be used only for a financial institution, such as a bank or a savings and loan, and Out Parcel 3 may be used only for a financial institution or a "quality" restaurant, such as Shoney's or Wendy's. Notwithstanding the foregoing, a site plan showing the proposed use, location, signage and height of any buildings, (which shall, in no event, exceed one (1) story), as well as parking quantity and layout on all such Out Parcels, shall be submitted to Belk for its prior written approval, which approval Belk agrees not to unreasonably withhold or delay.

First Amendment to COREA

Exhibit D – Developer shall not use or permit the use of the Ollie/TSC Premises for any of the following: (i) any tavern, bar, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business, except an upscale, high-quality wine tasting bar with ancillary food service as typically found in first class super-regional enclosed mall shall be permitted; (ii) any gymnasium, health spa, fitness center, workout facility or dance studio; (iii) any night club or discotheque; (iv) any second hand, surplus store, close-out store, dollar store or pawn shop (except for Ollie's Permitted Use by Ollie's or Ollie's assignee or sublessee under the Ollie's Lease); (v) mobile home park, trailer court, labor camp, junkyard, or stockyard; (vi) any dumping, disposing, incineration or reduction of garbage; (vii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation, (viii) any central laundry or dry cleaning plant or laundromat; (ix) any automobile, truck, trailer or R.V. sales, leasing, display or repair facility or operation or customizing, or any gas station or similar type fuel or gasoline; (x) any skating rink; (xi) any living quarters, sleeping apartments or lodging rooms; (xii) any veterinary hospital or animal raising facilities; (xiii) any mortuary or funeral home; (xiv) any establishment selling or exhibiting pornographic materials; (xv) any training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to; (xvi) any movie theater; (xvii) any church, temple, synagogue or other place of worship; (xviii) any auditorium, meeting hall or other place of public assembly; (xix) any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices, or bingo parlor; (xx) any massage parlor, topless club or strip joint; (xxi) any operation primarily used as a storage warehouse operation; (xxii) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (xxiii) the sale, distribution or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs; (xxiv) any purpose which is noxious or unreasonably offensive because of the omission of noise, smoke, dust or odors; (xxv) any purpose which is illegal; (xxvi) any use which requires overnight parking; (xxvii) the operation of any flea market, car wash, tattoo parlor, dance hall, fair, convention hall or exhibition hall; (xxviii) temporary tenants; (xxix) offices however, this restriction shall not prohibit: (a) offices furnishing services to consumers of the type customarily located in shopping centers serving the general public including without limitation the following as they are typically found in such shopping centers: banks, retail brokerage firms, financial services and consulting firms, doctors, dentists, chiropractors and other medical and health service providers, legal service providers, accounting and bookkeeping service providers, tax return preparers and other similar typical consumer services and similar office establishments, and (b) offices incidental to any other permitted use; (xxx) any use which is a public or private nuisance; (xxxi) any bowling alley or skating rink; (xxxii) any hotel, motel, short or long term residential use, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms; (xxxiii) any pool hall or billiard hall; and/or (xxxiv) any use of the common area on the Ollie/TSC Premises for carnival type shows, rides, entertainment, outdoor shows, displays (except as otherwise described in the First Amendment to which this Exhibit Dis attached), automobile and other product shows, or the leasing of kiosks or for any pylon or monument signs.