

LEASE AGREEMENT

Brinkley Commons Shopping Center, Cameron, North Carolina

THIS LEASE AGREEMENT ("Lease") is entered into on this day of February, 2025 ("Effective Date"), by and between 33418 Egypt Crossing, LLC, a Texas limited liability company ("**Landlord**"), and NC 24 CONVENIENCE STORE INC., a North Carolina Individual, ("**Tenant**").

ARTICLE I DATA SHEET

Section 1.01 "Premises" means a store building containing a floor area of approximately Three Thousand and Two Hundred (3,200) square feet, and the delivery facilities which serve the Premises, as shown on Exhibit A, now or hereafter to be erected and located within the Brinkley Commons Shopping Center, in the County of Harnett, State of North Carolina, commonly known as approximately 2656 NC 24/87, Cameron, NC 28326.

Section 1.02 Term & "Base Rent" are as follows:

Primary Term: Ten (10) Years commencing on the Rent

Commencement Date: plus, One (1) five-year options to renew;

Minimum/Base Rent	Per Annum	Per Month
YEARS 1-5	\$89,600.00	\$7,466.70
YEARS-10	\$94,400.00	\$7,866.70
Option #1 Year 11-15	\$99,120.00	\$8,260.00

Any reference herein to the "term" or "Term" of this Lease shall include any option term provided herein, if Tenant exercises.

Section 1.03 "Additional Rent" means the total of Tenant's Proportionate Share of Taxes, Common Area Maintenance Costs and Insurance Charges. Tenant shall not be required to contribute to any merchant's association, marketing fund, media fund, promotional fund or similar organization, association or fund, or to otherwise pay Landlord for any advertising, marketing or promotional.

Additional Rent for the first full Base Year is estimated as \$3.02 per square foot per year. Tenant shall have the right to audit the costs of taxes, insurance and common area maintenance once each year.

Section 1.04 "Total Rent" or "rent" means the total of Base Rent and Additional Rent.

Section 1.05 Rent Payment Address (if different than Notice Address) is: 700-131 Exposition Place; Raleigh, NC 27615.

Section 1.06 "Permitted Use" the Premises shall be used solely the operation of a typical Tobacco and Vape store and for no other purpose.

Section 1.07. "Delivery Date" is the Effective Date of the Lease.

Section 1.08 "Completion Date" is the Delivery Date

Section 1.09 "Rent Commencement Date" is the earlier of i) thirty (30) days from the "Delivery date" or ii) when tenant opens for business.

Section 1.10 Construction Allowance: Intentionally Deleted

Section 1.11 Notice Addresses:

LANDLORD: 33418 Egypt Crossing, LLC
c/o: NDB Commercial Real Estate
700 Exposition Place, Suite 131
Raleigh, NC 27615

TENANT: NC 24 Convenience Store Inc
2656 NC 24/87
Cameron, NC 28326
E-mail: Treenabelle_76@yahoo.com
Phone: (910) 635-7176

Section 1.12 "Tenant's Proportionate Share" for purposes of calculating Common Area Costs, Taxes and Insurance Charges, means the ratio that the gross leasable floor area of the Premises bears to the gross leasable floor area of completed retail and restaurant buildings within the Shopping Center from time to time. For the purposes of these calculations, the gross leasable floor area of completed retail and restaurant buildings within the Shopping Center will not be less than 43,000 square feet.

Section 1.3 Security Deposit. \$8,272.03

Section 1.14 Hours of Operation. Tenant may establish their own Hours of Operation.

ARTICLE 2 GRANT AND COVENANTS

Section 2.01 Grant. Landlord hereby demises and leases to Tenant, the Premises together with all rights, privileges, benefits, rights of way and easements now or hereafter appurtenant, arising under private or public grant or authority, as shown on Exhibit A.

Section 2.02 Shopping Center, Site Plan, Common Area.

(a) The Premises comprise a portion of the shopping center or development (hereinafter referred to as the "Shopping Center") defined as a planned, and integrated group of retail facilities. The Shopping Center shall include any expansions thereof and any adjacent parcel, outparcel or parcels of land that are operated as a part of the Shopping Center, or for which there are reciprocal use, easement, restriction, and/or maintenance agreements.

(b) Landlord and Tenant agree that Exhibit A is not an exact depiction of the Shopping Center and each party acknowledges that the size and shape of each building may be subject to minor changes by Landlord and that any reference to other tenants set forth on Exhibit A are not binding on Landlord except as set forth in this Lease.

(c) The common area ("Common Area") includes all parts of the Shopping Center available to all tenants and their agents, customers, employees and invitees of the Shopping Center for their non-exclusive use including but not limited to parking areas, sidewalks, landscaped areas, curbs, delivery areas, alleys, driveways, entrances, exits, restrooms, rest areas, stairways, interior corridors, and lighting facilities. Landlord grants Tenant, its agents, customers, employees and other invitees the non-exclusive right, privilege and easement to use the Common Area.

Section 2.03 Landlord's Covenants. Landlord warrants and covenants:

(a) That it has constructed, or will construct prior to the Completion Date, all components of the Common Area as illustrated by the Site Plan at its expense;

(b) To maintain at all times within the Shopping Center a parking ratio of not less than the minimum parking areas required by applicable law, all properly lighted and landscaped;

(c) To maintain and keep the Common Areas open, lighted, unobstructed and available for use during Tenant's business hours and for one-half (1/2) hour after Tenant's closing;

(d) That to the best of Landlord's current knowledge and belief:

(i) the Shopping Center and Premises are properly zoned for Tenant's use in accordance with the terms of this Lease and business and there are no plans, or proceedings to alter or

modify the zoning of the Premises such that Tenant will not be able to use it for Tenant's use; or

(ii) there are no plans, projections or proceedings of any governmental authority for any construction, realignment, widening, or modification of any street, highway, or other roadway, including any pending earnest domain proceedings, adversely affecting the Premises or the Shopping Center;

(e) Landlord's breach of any of its covenants in this Section constitutes a default of the Lease if such breach is not cured within thirty (30) days after written notice of default is given by Tenant to Landlord.

ARTICLE 3 TERM AND OPTIONS

Section 3.01 Term. This Lease is effective on the date of execution by both parties and terminates at the end of the term. Except for providing to Landlord Tenant's plans and specifications, Tenant's construction obligations (including the associated insurance and indemnification obligations) begin on the Delivery Date and Tenant's other obligations and the Primary Term begin on the Rent Commencement Date.

Section 3.02 Lease Year. "Lease Year" means each successive period of 12 calendar months. The first Lease Year commences on the Rent Commencement Date. Each subsequent Lease Year commences on the anniversaries of the Rent Commencement Date if the Rent Commencement Date is the first day of the month. Otherwise, each subsequent Lease Year commences on the anniversaries of first day of the first full calendar month following the Rent Commencement Date. The period from the Rent Commencement Date to the first day of the first full calendar month of the Term shall be included within the first Lease Year and any extension of the Term pursuant to Section 3.01 shall be included in the last Lease Year.

Section 3.03 Option. So long as Tenant is open and operating in the Premises in accordance with the terms of this Lease, Tenant may exercise its option to extend the term by notice to Landlord given at least 180 days before the expiration of the then current Primary Term on option term. Any reference herein to the "term" of this Lease shall include any exercised option term.

Section 3.04 Delivery Of Premises.

(a) Landlord's delivery of the Premises constitutes Landlord's warranty that: (i) all water, natural gas, storm and sanitary sewer, electricity and other utilities necessary for the operation of the Shopping Center have been installed and connected in and to the buildings and the Premises; (ii) to the best of Landlord's knowledge, all Hazardous Materials have been removed from the Premises; and (iii) any required certificate of occupancy, certificate of completion or equivalent certification (if any) has been issued by the local governmental authority or a certificate of Landlord's architect has been issued to Tenant warranting that the Premises and the building in which they are contained may be lawfully occupied by Tenant for purposes of completing Tenant's Work. Landlord and Tenant shall be available within 30 days of the Delivery Date to walk through the Premises and make a punch list. Landlord shall then have 30 days in which to complete the punch list items.

(b) Upon Tenant's request, Landlord, within its reasonable discretion, agrees to allow Tenant to enter the Premises prior to the Delivery Date for the purposes of beginning Tenant's work provided the Premises are completed to the extent necessary for Tenant to begin its work without materially interfering with Landlord's Work. Landlord granting such access does not constitute delivery of the Premises and Tenant's Fixturing Period shall not begin until the Delivery Date. Notwithstanding the forgoing if Tenant interferes with Landlord's Work, Landlord can restrict or terminate Tenant's right to enter under this Section.

Section 3.05 Addendum. Following Tenant's opening for business, at Landlord's written request or upon Tenant's own initiative, Tenant will prepare and both parties will execute a Stipulation of Term of Lease, which will establish (i) rent commencement and ending dates for the primary term; and (ii) dates for the timely exercise of any Option terms. See attached Exhibit F.

Section 3.06 Hold Over. If Tenant remains in possession of the Premises after the Lease term, Tenant shall become a tenant at will pursuant to the same terms and conditions in effect during the last month of the Lease term except that Base Rent shall be increased to 150% of the amount in effect during the last month of the Lease term, and such tenancy shall continue until terminated by either Landlord or Tenant giving the other at least 30-day notice of its intention to terminate tenancy; provided that the parties are not negotiating an extension, amendment or new lease in good faith.

ARTICLE 4 RENT

Section 4.01 Base Rent. Except as otherwise specifically set forth in this Lease, beginning on the Rent Commencement Date and continuing thereafter, Tenant will pay to Landlord on the first day of each calendar month during the Lease term the Base Rent for such month and Additional Rent for such month. Each monthly payment shall be due and payable to Landlord in advance without notice, demand offset, or abatement on the first (1st) day of each calendar month during the Lease Term and any Renewal Period. In the event the Rent (including Base Rent and Additional Rent) is not paid to the Landlord by the tenth (10th) day of each month, the Tenant will pay a late fee equal to the greater of (i) five percent (5%) of the late amount or (ii) \$150.00, which late fee automatically becomes due after the tenth (10th) of the month.

Section 4.02 Fractional Month. Base Rent payable for any fractional month will be prorated based on the number of days in the fractional month compared to the number of days in that calendar month and will be paid with the rent payment due on the first of the next month.

Section 4.03 Chronic Default. Notwithstanding anything herein to the contrary, in the event that Tenant fails to fulfill any monetary obligations on or before the date on which the same is due and payable more than two (2) times in any twelve (12) month period during the term of this Lease, then such failure shall, at the sole election of Landlord and without the requirement of notice to Tenant, constitute a Chronic Default for which Landlord shall have no obligation to give notice or opportunity to cure and Tenant shall be considered in default of this Lease. Tenant acknowledges that the purpose of this provision is to prevent repetitive default by Tenant of its obligations under this Lease.

ARTICLE 5 CONSTRUCTION AND ALTERATIONS

Section 5.01 General. All work described in this Lease that is to be completed by Landlord, including, but not limited to, the Landlord's work described in Exhibit C shall be collectively referred to herein as "Landlord's Work". All work described in this Lease that is to be completed by Tenant prior to the Rent Commencement Date, including, but not limited to, Tenant's work described in Exhibit C shall be collectively referred to herein as "Tenant's Work". Landlord will consult with Tenant from time to time concerning the scheduling and progress of Landlord's work.

Section 5.02 Alterations. Tenant may, at its own cost and expense and in good workmanlike manor, make such interior, non-mechanical, non-structural alterations and remodeling as it finds necessary or desirable for its purposes and as may be permitted by applicable governmental laws, ordinances, regulations and other requirements. In the event that such interior alterations require Tenant to pull a permit, then Tenant shall deliver a full set of plans and specifications and information regarding the general contractor that Tenant intends to use to Landlord for review and approval prior to beginning the alterations. Tenant may make exterior mechanical or structural alterations only with the prior written consent of Landlord. The term "structural" shall mean the supporting components of a building, such as bearing walls, columns, beams or girders, floors (but not floor coverings.)

Section 5.03 Liens. Tenant will with respect to any claims made against or through Tenant or its agents or contractors (i) keep the Premises at all times free from mechanics' liens and (ii) at all times fully protect and indemnify Landlord against all such liens or claims and all reasonable expenses arising from such claims or liens. If Tenant contests any such claim or lien, it will furnish Landlord a bond of a responsible corporate surety, in the amount claimed, conditioned on the discharge of such claim or lien.

Section 5.04 Tenant's Construction Allowance. INTENTIONALLY DELETED

Section 5.05 Satellite Dish. Notwithstanding anything to the contrary in this Lease, Landlord agrees to allow Tenant the right, at Tenant's own cost and expense, to install, operate, maintain, replace and remove up to two satellite dishes and related equipment in a location mutually agreed upon ("Dish") on/from the roof of the Premises, provided that any such dish/antenna does not exceed 2 feet in diameter. Tenant shall be responsible for any and all damage and repairs to the roof directly resulting from installation, removal, operation, and/or maintenance of the Dish unless the same were made necessary by the negligence or willful act of Landlord. During the Lease term and upon Lease termination, the Dish will remain the property of Tenant, and

Tenant will be responsible for the costs of maintenance and repair thereof. If Landlord repairs or replaces the roof during the Lease term, Tenant, at Tenant's expense, will remove the Dish upon written request from Landlord and replace the Dish on the roof after Landlord completes repairing or replacing the roof. Landlord may have its representative present at the installation or reinstallation of the Dish. Tenant will use, at Tenant's expense, an experienced contractor reasonably approved by Landlord (acting reasonably) to install the Dish. Tenant will be responsible for obtaining all necessary permits related to the installation and/or operation of the Dish.

ARTICLE 6 USE

Section 6.01 General. Tenant may use the Premises for the Permitted Use. Tenant shall not change its use to a business other than the Permitted Use without Landlord's consent, which may not be unreasonably withheld or delayed. Landlord covenants and warrants that Landlord has not and will not grant any exclusive that may interfere with Tenant's Permitted Use.

Section 6.02 Prohibited Uses. Notwithstanding anything herein to the contrary, in no event shall use the Premises in a way that would violate the exclusive uses that are described on Exhibit B attached hereto and incorporated herein by reference (the "Prohibited Uses").

Section 6.03 Restrictions on Other Uses. Landlord shall not lease any portion of the Shopping Center to an "adult" enterprise, including without limitation, bookstores or entertainment facilities offering pornography or live nudity, a billiard hall, a cocktail lounge. Notwithstanding the foregoing, Landlord shall be permitted to. Lease space within the Shopping Center to restaurants serving alcohol as an ancillary item to their menu having food sales of fifty-one percent (51%) or more of total sales.

ARTICLE 7 MAINTENANCE

Section 7.01 Maintenance by Landlord. Landlord will keep or cause to be kept in good and safe order and repair and in neat, clean and orderly condition, and in compliance with all applicable laws and ordinances and all rules, regulations and orders of all governmental authorities having jurisdiction thereof the following: (i) all portions of the Shopping Center excluding the premises to extort maintained by the tenants; (ii) the roof, roof structures and supports, and all structural portions of the Premises, including but not limited to, the foundation and structural supports, exterior and load bearing walls, floors (but not floor coverings), exterior canopies, gutters, and downspouts; (iii) all portions of Landlord's Work as identified in Article 5.00 for the longer of one year from the Completion Date or for the period of the warranties thereon; (iii) all utilities to the point of entry to the Premises; (iv) the Common Area including the removal of snow and ice (such Common Area costs may be billable as Common Area Maintenance Costs pursuant to this Lease); (v) all other buildings of the Shopping Center; and (vi) intentionally deleted; and/or (vii) any damage to the Premises caused by the willful act of the Landlord or its agents. In the event Landlord fails to fully perform its duties hereunder, Tenant may perform those duties after notice and recoup its reasonable costs pursuant to Tenant's Limited Recoupment Rights, defined herein below.

Section 7.02 Maintenance by Tenant. Except if damaged by fire or other casualty, Tenant will keep or cause to be kept in a good neat, clean and orderly condition (including any necessary repairs or replacements) the non-structural, interior improvements in the Premises including any and all necessary repairs and replacements, but not limited to, the plate glass, storefront and doors, heating and air conditioning system (including any exterior components thereof, subject to Landlord's obligations pursuant to this Article), interior plumbing and electrical systems (subject to Landlord's obligations pursuant to this Article) any damage to the Shopping Center caused by the willful act of the Tenant or its agents. Tenant will not be required to repair latent conditions or defects in the Premises due to faulty construction that may exist at the time Tenant takes possession of the Premises. Tenant agrees to provide to Landlord evidence of a heating and air conditioning (HVAC) contract. Tenant is responsible for all repairs to the HVAC system.

Section 7.03 Emergency Repairs. Tenant or Landlord may, in the event of an emergency, immediately make those repairs reasonably necessary to secure the Premises and the business conducted therein. Each party shall pay the cost reasonably incurred by the other for such emergency repairs for which it would otherwise be liable, upon actual demand. In the event Landlord fails to pay asset forth in this Section, Tenant may recoup its reasonable costs pursuant to Tenant's Limited Recoupment Rights, defined herein below.

Section 7.04 Surrender. At the termination of this Lease, Tenant will deliver the Premises to Landlord io broom clean condition, subject to normal wear and tear, damage caused by casualty, and acts of governmental authorities. Tenant may remove all shelves, trade fixtures and equipment installed by Tenant at the termination of this Lease. Tenant shall promptly repair any damage caused by such removal at its sole cost and expense.

ARTICLE 8 COMMON AREA MAINTENANCE

Section 8.01 General. Landlord shall operate, light, repair and maintain the Common Area in good, neat, clean, safe order and repair. In consideration of Landlord's performance of its obligation to maintain the Common Area, Tenant agrees to pay its Proportionate Share of Common Area Maintenance Costs. Such Common Area Maintenance Costs including but not limited to costs incurred in (a) operating, maintaining, repairing, replacing and lighting the Common Area located in the Shopping Center which is available for use in common by occupants of the Shopping Center and their customers and invitees, (b) operating, maintaining, repairing and lighting the service areas, garbage and refuse disposal facilities, Shopping Center maintenance and storage room, loading area and all other areas and facilities located in the Shopping Center which are used in the maintenance and operation of the Shopping Center, (c) operating, maintaining, repairing the Shopping Center sign(s) and (d) providing security and on-and off-site traffic control necessary for the operation of the Shopping Center. Such expenses shall further include, but not be limited to, costs of management and supervision, cleaning, repairing, maintaining and replacing (but less the amount of **any insurance proceeds or condemnation awards**), **roofing systems, lighting, snow and ice removal and control, line painting, landscaping, providing security, providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate; personal property taxes; supplies, fire protection and fire hydrant charges; licenses and permit fees; reasonable depreciation of equipment used in operating, maintaining and repairing the Common Areas and service areas and rent paid for the leasing of any such equipment, and administrative charges equal to fifteen percent (15%) of the total of all the foregoing items for Landlord's overhead expenses in administering the Common Area and facilities and service areas.**

Additional Rent for the first full Base Year is estimated as \$1.87 per square foot per year.

Section 8.02 Monthly Payment. The estimated amount of Tenant's Common Area Maintenance Charge for each Lease Year of the Primary Term and any Option shall be paid in twelve (12) equal monthly installments in advance on the first (1st) day of each month with the payment of Base Rent. Within one hundred twenty (120) days following the close of Landlord's annual accounting period, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's Common Area Maintenance Costs for such period. If the actual amount of Tenant's Common Area Maintenance Costs is less than the total amount theretofore paid by Tenant for such period, the excess shall be credited against Tenant's next succeeding payment(s) of Common Area Maintenance Costs, or the excess will be refunded to Tenant if the Lease Term has expired at the time the statement is furnished or if the Lease Term will expire before the excess can be credited in full. If the actual amount of Tenant's Common Area Maintenance Costs shall exceed the total amount theretofore paid by Tenant for such period, Tenant shall pay to Landlord, within twenty (20) days following his or its receipt of Landlord's statement, the amount shown as due thereon. Common Area Maintenance Costs shall be pro-rated for fractional years occurring at the commencement and expiration of the Lease term.

ARTICLE 9 UTILITIES

Section 9.01 Initial Connections. Landlord shall, at its expense, (including but not limited to costs and installation of utilities, hook-up fees, meter fees, and fixture unit costs) install the necessary mains and conduits in order that water and sewer facilities, natural gas, electricity, telephone and any other utilities customarily furnished to a retail shopping center, are available to the Premises as of the Delivery Date. All services hereunder shall be furnished by public utilities shall be separately metered. Landlord costs shall include, but not be limited to, all costs for installation of such utilities, hook-up fees, meter fees, impact fees, and fixture unit costs.

Section 9.02 Tenant's Obligation for Charges. Tenant shall be solely responsible for and shall promptly pay all charges, when due, for water, sewer, natural gas, electricity, telephone and any other utility used by Tenant at the Premises. Tenant's obligation to so pay begins on the Delivery Date. Tenant's charges for any such utilities shall be based upon the meter or submeter measuring Tenant's actual consumption of any such utility.

Section 9.03 Landlord-Supplied Services. If any utility services are provided by Landlord, Tenant's utility charges shall not exceed the lesser of (i) Landlord's cost therefor or (ii) the cost payable by Tenant if Tenant had obtained the utility services directly from the public utility, based on Tenant's actual consumption. Landlord shall submit to Tenant copies of all utility bills documenting the utility charges purchased from Landlord together with a statement showing in detail the method of calculating that portion of the utility charges billed to Tenant. Tenant shall have the right to install a "check" meter or "clamp on "meter to measure Tenant's actual consumption.

Section 9.04 Utility Interruption. If Landlord's or its agent's gross negligence or willful act causes Tenant's utility service to be interrupted for more than 48 hours, then in addition to any other rights and remedies available to Tenant under this Lease or under law, Tenant shall be entitled to an abatement of the Base Rent for each full and/or partial day thereafter that such services are not furnished until the date that such service is restored.

ARTICLE 10 TAXES AND ASSESSMENTS

Section 10.01 Taxes Defined. "Taxes" means the ad valorem real estate taxes and assessments imposed by a governmental authority for highway improvements directly benefiting the Shopping Center or utility improvements serving the Shopping Center, and any act and reasonable fees paid to a bona fide third party to pursue any refunds, abatements or other reduction in Taxes. Taxes shall include real estate taxes which shall be deemed to mean all city, county, town and village taxes, **special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities, excises, levies, licenses and permit fees, and other governmental charges** which shall be imposed upon or become due and payable or become a lien upon the Leased Premises or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the store by any federal, state, municipal or other governmental or public authority under existing laws or practice or under any future laws or practice. "Taxes" shall not include: (i) any administrative fees, (ii) any costs, interest, or penalties relating to any late or delinquent Taxes, (iii) any income, profit, business or gross receipts tax or capital levy, (iv) any inheritance, estate, succession, transfer, gift, franchise or corporation tax levied or imposed upon landlord, (v) any real estate transfer tax, mortgage lien tax, transfer gains tax, documentary stamp tax, recording fees or the like or (vi) any Taxes or assessments related to any capital expenditure in the Shopping Center whether or not the share are paid for or financed by Landlord or others through any assessment, special assessment district or other program authorized by law. Any rebates, refunds or abatements of Taxes received by landlord shall be passed through to Tenant on a pro-rata basis and either promptly refunded to Tenant or credited against Tenant's next payment of Base Rent or Additional Rent. Tenant shall not be liable for any Taxes not actually paid by Landlord.

Tenant shall reimburse Landlord for Tenant's pro-rata share of real estate taxes relative to the Shopping Center. Landlord's estimated cost is \$0.85/ SF per year although taxes shall be paid without cap based on actual Tax Bill. Tenant shall commence paying a monthly pro-rata share of taxes on the Rent Commencement Date.

Section 10.02 Initial Payment. Landlord agrees to pay before they become delinquent all Taxes lawfully levied or assessed against the Shopping Center or any part thereof; provided, however, Landlord may, (in its own name or in the name of Tenant, or in the name of both, as it may deem appropriate) at its sole cost and expense, dispute and contest the sale, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, Landlord shall pay the items contested to the extent that they are held valid, together with all costs, interest and penalties relating thereto.

Section 10.03 Payment of Tenant's Proportionate Share. Tenant agrees to pay, as additional rent hereunder, a sum equal to its proportionate share of all Taxes, which may be levied or assessed by the lawful taxing authorities against the land, buildings and all improvements in the Shopping Center. Tenant agrees to pay to the Landlord on the first (1st) day of each month without notice, demand or offset an amount equal to one-twelfth (1/12) of Tenant's estimated proportionate share of the Taxes for the year then in effect as Tenant's contribution toward the Taxes of the Shopping Center. If at the end of each Lease Year during the Lease Term hereof, the total of the monthly charges paid by the Tenant during such year shall be less than the Tenant's share of the final actual Taxes for such year, the Tenant shall pay to the Landlord the excess within twenty (20) days after demand for same by Landlord. If the total of the monthly charges paid by Tenant during such year are more than the Tenant's share of the final actual Taxes for such year, the excess shall be credited against Tenant's next succeeding payment(s) of Taxes, or the excess will be refunded to Tenant if the Lease Term has expired at the time a statement is provided to Tenant or if the Lease Term will expire before such excess can be credited in full.

Section 10.04 General Provisions. Landlord agrees to keep at its principal or designated office in the United States of America proper records of account of the Common Area Maintenance Costs, Taxes and Insurance Charges for the Shopping Center for a period of at least one year after the expiration of the first Lease Year. Landlord agrees to give Tenant access, during **reasonable hours and upon written notice, to the books and records for the prior Lease Year. In the event Tenant's review of such records determines that such expenses were over payment, any difference, including resulting differences in subsequent years,** will be paid within 30 days or recoup against then current payments of Additional Rent. In the event of a change in the gross leasable floor area of the Shopping Center, Landlord shall provide a revised Site Plan with all such areas calculated and Tenant's Proportionate Share shall be revised accordingly.

ARTICLE 11 INSURANCE AND INDEMNITY

Section 11.01 Indemnification. Tenant agrees to indemnify and hold the Landlord harmless from all liability, loss and expense resulting from bodily injuries including death, or from injury or destruction of tangible property occurring on the Premises. Landlord agrees to indemnify and hold Tenant Harmless from all liability, loss and expense resulting from bodily injuries including death, or from injury or destruction of tangible property occurring in the Common Area. Each party agrees to notify the other with reasonable promptness of any suits, proceedings, claims or demands with respect to which such party requests indemnification. The indemnifying party shall have the right to assume the entire control of the defense, to compromise or to settle and the Indemnitee shall cooperate fully with the Indemnitor in such defense.

Section 11.02 Landlord's Property Insurance. Landlord shall at all times during the term hereof maintain in effect a policy or policies of special form of loss property insurance covering the Shopping Center buildings, excluding Tenant's leasehold improvements in an amount not less than 80% of full replacement cost thereof exclusive of foundation and excavation costs.

Section 11.03 Tenant's Property Insurance. Tenant shall maintain, at its expense, from and after the Delivery Date, special form of loss property insurance insuring Tenant's leasehold improvements in amounts not less than 80% of the full replacement cost thereof.

Section 11.04 Liability Insurance. Each party shall also maintain commercial general liability Insurance on an occurrence basis with a minimum limit of liability in the amount of Five Million Dollars (\$5,000,000.00) for Landlord and One Million Dollars (\$1,000,000.00) for Tenant Landlord and any existing or future lender with a mortgage on the Shopping Center (provided Landlord gives Tenant notice of the identity and address of any such lender) shall be named as an additional insured to the same extent Tenant is required to indemnify Landlord. Similarly, Tenant shall be named as an additional insured under Landlord's liability policy to the same extent Landlord is required to indemnify Tenant.

Section 11.05 Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Article, each party, on behalf of itself and on behalf of anyone claiming under or through it by way of subrogation or otherwise, waives all rights and causes of action against the other party, and the officers, employees, agents and invitees of the other party, for any liability arising out of any loss or damage in or to the Premises, the Common Area, the Shopping Center, and the contents thereof caused by:

- (a) any peril normally covered under all-risk policies issued in the geographic area in which the Premises is located (whether or not such party actually carries such insurance policies), or
- (b) if the scope of coverage is broader than in (a) above, then any peril actually covered under the insurance maintained by such party.

Section 11.06 General Requirements. All policies of insurance required to be maintained by Landlord or Tenant shall be issued by an insurance company or companies having an adjusted policyholder's surplus of at least Fifty Million Dollars (\$50,000,000.00) and authorized to do business in the state in which the Premises are located. All such policies of insurance shall include a written undertaking from the insurer to notify all additional insureds at least 10 days prior to cancellation thereof. Either party may provide any insurance required hereunder under a so-called blanket policy or policies covering other parties and locations so long as the coverage required hereunder is not thereby diminished. Upon request, either party shall furnish the other with a certificate of insurance evidencing any such policy. So long as Tenant maintains a net worth of at least Fifty Million Dollars (\$50,000,000.00), Tenant shall have the right to self-insure any coverage required herein.

Section 11.07 Insurance Reimbursement. Tenant shall pay to Landlord monthly in escrow, its Proportionate Share of the amount of insurance costs for special form and commercial general liability insurance on the Shopping Center ("Insurance Charges"). Tenant's Proportionate Share of insurance Charges is the product of Tenant's Proportionate Share multiplied by the amount of Insurance Charges. Insurance Charges shall be pro-rated for fractional years occurring at the commencement and expiration of the Lease term. The monthly payment shall be based upon the prior Lease Year's actual exposes (or, in the case of the first Lease Year, upon Landlord's reasonably projected exposes). Within 60 days following the due date of such insurance premiums, Landlord shall submit an itemized annual insurance premium statement together with supporting data, prepared in accordance with generally accepted accounting principles consistently applied which shall show in clear and sufficient detail: (i) insurance premiums associated with the coverage Landlord is required to carry and (ii) calculation of Tenant's Proportionate Share of such Insurance Charges. Such monthly-payments shall be reconciled against the annual insurance premium statement as hereinabove provided and any difference shall be promptly paid by the respective party. As a condition of Tenant's liability

hereunder, Landlord shall obtain a paid copy of each premium statement and shall forward the same, along with a certificate of insurance evidencing said coverage, to Tenant.

Landlord agrees to keep at its principal or designated office in the United States of America proper records of account of the Taxes and Insurance Charges for the Shopping Center for a period of at least 2 years after the expiration of the first Lease Year. Landlord agrees to give Tenant access, during reasonable hours and upon written notice, to the books and records for the last 2 Lease Years. In the event Tenant's review of such records determines that such expenses were over or underpaid, any difference, including resulting differences in subsequent years, will be paid within 30 days or recoup against then current payments of Additional Rent. In no event may either party reconcile, restate or review charges, bills or records from prior to the last 2 Lease Years. In the event of a change in the gross leasable floor area of the Shopping Center, Landlord shall provide a revised Site Plan with all such areas calculated and Tenant's Proportionate Share shall be revised accordingly.

Tenant shall reimburse Landlord for Tenant's pro-rata share of property damage, rental and public liability insurance relative to the Shopping Center. Landlord's estimated cost is \$0.25

/SF per year. Tenant shall commence paying a monthly pro-rata share of insurance on the Rent Commencement Date.

ARTICLE 12 SIGNS

Section 12.01 General. Subject to any applicable governmental laws, ordinances, regulations, codes and other governmental requirements, including variances there from obtained by or on behalf of Tenant (collectively "Sign Code"), Landlord will provide Tenant with a "pop up" storefront sufficient for Tenant to install its standard tilted box signage with 36-inch letters, or the maximum height allowed per Sign Code. Tenant has the right, at its sole cost and expense, to install and maintain, unmolested throughout the Lease term, its storefront sign utilizing Tenant's standard colored letters as shown on Exhibit D, a copy of which is attached hereto and incorporated herein by reference. Subject to the Sign Code, Landlord agrees that Tenant's sign on the storefront of the Premises may contain individual letters that are at least 36 inches in height, or at Tenant's option, no smaller in height than the maximum height permitted under the Sign Code. Tenant's installations and removals of such signs shall be made in such manner as to avoid injury, defacement and structural overloading of the Premises or other improvements. Notwithstanding the foregoing, the Landlord's sign criteria attached as Exhibit D-1 will control and take precedence over this Section and the sign Exhibit D will control and take precedence over this Section and Exhibit D-1.

Section 12.02 Other. No public telephones, newspaper machines, vending machines or signage shall be affixed by, or on behalf of, Landlord or any other tenant on the exterior walls of the Premises or placed on the sidewalks in front of, or within 10 feet of the Premises, with the exception of Tenant placing up to four (4) bicycle racks adjacent to the building in a Landlord approved location.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Section 13.01 General. Tenant has the right to assign this Lease or to sublet the whole or any part of the Premises provided that Tenant shall obtain the prior written consent of Landlord, which may not be unreasonably withheld or delayed. Tenant agrees that it is reasonable for Landlord to consider a proposed transferee's use, financial position, business experience, and the resulting tenant mix of the Shopping Center in determining whether to consent to any transfer. **Further,** Tenant agrees that it is reasonable for Landlord to withhold its consent to any proposed assignee or sublessee if they would violate any than existing exclusives or covenants.

Section 13.02 Change in Ownership of the Shopping Center Landlord may sell, assign, or transfer this Lease or its interest in the Shopping Center without Tenant's consent Landlord will promptly give Tenant notice of any change in the ownership and/or management of the Shopping Center or of the Premises, including the name and address of the new owner and/or management company and instructions regarding the payment of rent and/or delivery of notices. Until receipt of such notice Tenant is under no obligation to pay rent to the new owner or agent. Any new landlord shall be bound by and assume all of the obligations, covenants and duties on Landlord's part to be performed under this Lease.

ARTICLE 14 RIGHT OF ENTRY

Section 14.01 General Tenant will permit Landlord and its agents on reasonable notice or in any emergency without notice, and at reasonable times to: (i) examine the Premises and to show the Premises to prospective purchasers and/or

mortgagees; (ii) during the last 3 months of the term, show to prospective tenants, provided that Landlord shall not interfere, except in a de minimis manner, with the conduct of Tenant's business; and (iii) permit Landlord to enter the Premises to make such repairs, improvements, alterations or additions thereto as may be required of or by Landlord under the provisions of this Lease. If as a result of such repairs, improvements, alterations or additions, Tenant is deprived of the use of more than 10% of the Premises for more than 48 hours, then Base Rent shall be abated or adjusted, as the case may be, in proportion to the extent the Tenant was deprived use of the Premises.

ARTICLE 15 CONDEMNATION

Section 15.01 General Condemnation. If the whole or any substantial part (35% or more) of the Common Area, or any portion of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then, at Tenant's option, the Lease shall terminate, effective when the physical taking shall occur.

Section 15.02 Limited Condemnation. If less than a substantial part of the Common Area is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not be terminated but the rent payable hereunder during the unexpired portion of the term shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

Section 15.03 Damage Award. All damages awarded for any taking of the Premises, or any part thereof, shall be payable in the full amount to and be the property of Landlord, including, but not limited to, any amount paid as compensation for loss of value of the leasehold or loss of the fee of the Shopping Center or any part thereof. Tenant shall be entitled only to that portion of any award expressly stated to have been made to for tenants for loss of business, moving expenses, the loss of value and cost of removal of stock, furniture, and fixtures owned by tenant(s), and the unamortized value of tenants' leasehold improvements using the straight-line method of amortization over the primary term of this Lease.

Section 15.04 Temporary Access Reduction. If all regular access to the Premises as illustrated by Exhibit A is temporarily substantially reduced, Base Rent shall be abated during such period of reduced accessibility and Tenant shall pay to Landlord monthly the lesser of 6% of Gross Sales or the Base Rent until access is fully restored. If possible, Landlord shall supply reasonable substitute access during such period of reduced accessibility, in which event Tenant shall pay Total Rent.

ARTICLE 16 CASUALTY

Section 16.01 Notification. In the event the Premises should be damaged or destroyed by fire or other casualty, Tenant shall give notice thereof to Landlord as soon as practicable.

Section 16.02 Substantial Destruction. If the Premises are substantially destroyed (50% or more of replacement cost) by fire or other casualty, or if the damage is to such extent that it reasonably appears rebuilding or repair cannot be completed within 270 days of the date Landlord receives its insurance proceeds, then this Lease shall terminate at the option of Landlord upon notice to Tenant within 30 days after said casualty occurs. Upon such notice, this Lease shall terminate and all Tenant's financial obligations hereunder (including, but not limited to, Total Rent) shall be abated effective as of the date of the casualty. In the event the option to terminate is not exercised, this Lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore the Premises to substantially the same condition as prior to such casualty excluding Tenant's Leasehold Improvements, trade fixtures and personal property. After the Premises have been delivered to Tenant with Landlord's repairs and restoration completed, Tenant shall then have the Fixturing Period to install its Leasehold improvements, trade fixtures and personal property. Total Rent shall be abated until the earlier of (i) the end of the Fixturing Period or (ii) the date Tenant reopens the Premises for business. If the Premises are damaged to such extent that it reasonably appears rebuilding or repair cannot be completed within one year after the date of said casualty, then this Lease shall terminate at the option of Tenant upon notice to Landlord.

Section 16.03 Partial Destruction. If the Premises are damaged by fire or other casualty, but (i) not substantially destroyed (less than 50% of replacement cost); or (ii) rebuilding or repair can be completed within 270 days of the casualty, then Landlord shall proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which it existed prior to the casualty. After the Premises has been delivered to Tenant with Landlord's repairs and restoration completed, Tenant shall then have the Fixturing Period to repair or restore the Premises. Total Rent shall be abated commensurate with the amount of the Premises rendered unfit for retail business remises until the earlier of (i) the end of Fixturing Period; or (ii) the date Tenant reopens the Premises for business.

Section 16.04 Time to Repair or Rebuild. If Landlord fails to complete repairs and rebuilding as contemplated under this Article within 270 days of the date Landlord receives its insurance proceeds or within one year after the date of the casualty, Tenant may, at its option, terminate this Lease upon 30-day notice to Landlord unless Landlord delivers the repaired and rebuilt Premises to Tenant during such 30-day period. If this Lease terminates pursuant to this Section, all Tenant's financial obligations hereunder (including, but not limited to, rent) shall be abated effective as of the date of the casualty.

Section 16.05 Shopping Center Destruction. If 10% or more of the gross leasable floor area of the Shopping Center is damaged or destroyed by fire or other casualty, notwithstanding that the Premises may be unaffected by such fire or other casualty, Landlord has the right, upon notice to Tenant exercised within 60 days after said casualty, to cancel and terminate this Lease. If Landlord does not terminate this lease, Tenant's rent shall be abated to the extent that is equitable under all of the circumstances. Landlord may elect in writing to rebuild and restore said damaged or destroyed area if it reasonably appears that such rebuilding and restoration can be completed within 270 days of the date Landlord receives its insurance proceeds, which rebuilding period shall in no event be more than one year of the date of said casualty. After Landlord has completed rebuilding and restoring the Shopping Center, Tenant shall resume paying Total Rent.

Section 16.06 Nondiscrimination Clause. The parties agree that Landlord's termination rights in this Article may not be used for a principal purpose of depriving Tenant of its space in the Shopping Center or relocating Tenant, replacing Tenant with another tenant and/or increasing Tenant's rent.

Section 16.07 Tenant's Unamortized Costs. If its Lease is terminated by Landlord pursuant to this Article but the Premises have not been damaged by the fire or other casualty, then Landlord shall pay to Tenant the remaining unauthorized cost of Tenant's leasehold improvements installed by Tenant at its sole cost and expense (i.e., exclusive of any Construction Allowance received from Landlord by Tenant.)

Section 16.08 Tenant Exercise of Option to Extend Term. Notwithstanding anything to the contrary contained in this Lease, if casualty damage described in Sections 16.02 or 16.05 above, occurs during the last two years of the Lease term, either party may cancel this Lease upon notice to the other. If Landlord, in connection with any casualty, has the right or option to terminate this Lease during the last 24 months of the then current Lease term, Tenant may nullify any exercise of such right or option by Landlord if Tenant exercises any option that is available to Tenant to extend the Lease term (i.e., so that the Lease no longer terminates within the next 24 months.) If the Lease is terminated pursuant to this Article, the all rights and obligations hereunder shall cease and expire, except those that specifically survive termination of this Lease.

Section 16.09 Extension of Term Following Reconstruction. In the event this Lease is not terminated pursuant to this Article, the Lease term shall be extended for a period of time (the "Casualty Extension Period") equal to that interval beginning on the date Tenant closed the Premises for business because of the casualty and ending on the earlier of date which the Fixturing Period ends hereunder or the date Tenant reopens the Premises for business (the "Resumption Date"). Upon such Resumption Date, Tenant's rent shall resume at the rate in effect on the date of the casualty and shall continue for the remainder of time that was unexpired at the time of such casualty.

ARTICLE 17 SUBORDINATION AND ESTOPPEL CERTIFICATES

Section 17.01 Subordination. Tenant and Landlord agree that this Lease shall be and is made subject and subordinate to the lieu of any mortgage (which term shall include all security instruments) of: (i) the Premises made by Landlord; (ii) the Shopping Center made by Landlord and the fee owner; and/or (iii) Landlord's leasehold interest in the Shopping Center; provided, however, as a condition to this subordination provision, so long as no default exists hereunder on the part of Tenant after the expiration of all applicable notice, cure and grace periods, Tenant's tenancy and its rights under the terms and conditions of this Lease shall not be disturbed. Tenant and Landlord agree that no additional instrument or evidence is necessary for this subordination to be effective. However, upon demand and without cost, Tenant shall execute within 20 days a Subordination and Non-Disturbance Agreement, provided it meets the requirements of this Section and does not materially increase Tenant's obligations or diminish Tenant's rights under this Lease.

Section 17.02 Estoppel Certificates. Within 20 days after Tenant's receipt of Landlord's written request, Tenant shall execute and deliver to Landlord a statement certifying (or stating the facts if such certification would not be accurate) the following information about or in connection with this Lease: (i) whether the Premises have been completed in accordance with the Lease and Tenant is in possession thereof; (ii) the commencement and expiration dates of the Lease term; (iii) the amount of Base Rent paid by Tenant on a monthly and annual basis; (iv) that the Base Rent has not been paid more than one month in advance of its due date under the Lease; (v) the amount, if any, of Tenant's security deposit; (vi) whether or not there exist any

default on the part of Landlord, credits, defenses, or offsets to the enforcement of the Lease; (vii) whether the Lease has been amended, modified or assigned; and (viii) that there are no actions pending against Tenant under the bankruptcy laws of the United States or any state thereof.

ARTICLE 18 DEFAULT OF TENANT

Section 18.01 Tenant is in default if:

(a) Tenant not paying any rent amount and continues to not pay for 5 days after Tenant's receipt of notice of late payment from Landlord; provided however, that Landlord shall only be required to give 2 notices of late payment in any 12-month period.

(b) Tenant fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and the failure continues for 30 days after Tenant's receipt of notice from Landlord (or, if failure cannot be cured within the 30-day period, then within such additional time is required to cure provided Tenant is diligently and continuously pursuing the cure).

(c) Tenant or any guarantor is insolvent, or makes a transfer in fraud of creditors, or makes a general assignment for the benefit of creditors.

(d) A receiver or trustee is appointed to take possession of all or substantially all of the Tenant's or any guarantor's assets if possession is not restored to Tenant or guarantee; as applicable, within 90 days.

(e) Tenant shall, for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Premises and leave the same vacated or abandoned for a period of sixty (60) days.

Section 18.02 Remedies of Landlord. Upon Tenant's default, after 10-day notice to Tenant, Landlord may pursue any one or more of the following non-exclusive remedies:

(a) Terminate this Lease by due process of law, in which event Tenant will immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may enter and take possession of the Premises and remove Tenant and any other person who may be occupying the Premises, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

(b) Enter and take possession of the Premises and remove Tenant and any other person who may be occupying said Premises or any part thereof, by due process of law, without being liable for prosecution or any claim for damages therefor, and relet the Premises. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

(c) Enter the Premises, by force, if necessary, without being liable for prosecution or any claim for damages therefore, and perform Tenant's obligations under this Lease, except operate the Premises as Tenant's Use. Tenant agrees to reimburse Landlord on demand for any commercially reasonable expenses which Landlord incurs doing so. Tenant further agrees that Landlord will not be liable for any damages, resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Section 18.03 Application of Reletting Proceeds. In connection with any reletting pursuant to this Article, upon each reletting all rentals and other sums received by Landlord from such reletting ("Reletting Proceeds") will be applied in the following order: (i) to any of Tenant's indebtedness to Landlord, other than Base Rent; (ii) to any of Landlord's permitted and actual out-of-pocket expenses of such reletting; (iii) to Base Rent due and unpaid by Tenant; and (iv) the residue, if any, will be held by Landlord and applied to future in payment of future amounts as set forth in (i) through (iii) above as it becomes due from Tenant. If Reletting Proceeds during any month are less than the amount to be paid during that month by Tenant, Tenant will pay the deficiency to Landlord monthly. Tenant has no right to any excess Reletting Proceeds, except as set forth in this Section.

Section 18.04 Acceleration Prohibited. Whether or not this Lease is terminated by Landlord or deemed terminated by any law or court decree, any such rent and other amounts which would have become due in the future ("Future Rent") cannot be accelerated (i.e., declared immediately due and payable) and Tenant will not be liable for any rent and other amounts payable under this Lease prior to the date the same would otherwise have become due in the absence of Tenant's default. However, in

an action by Landlord to recover amounts as they become due, Tenant waives any defense that the Lease has terminated solely on the grounds of this Section and that thereby rent or any deficiency is not owed.

Section 18.05 Landlord's Default. Landlord is in default if after 30-day notice by Tenant to Landlord, Landlord continues to fail to perform any covenant, term, condition or provision of this Lease, and does not cure within (i) the 30-day notice period in the case of a monetary default; or (ii) the 30-day notice period or such longer period of time as is reasonably necessary to cure so long as Landlord has timely commenced and is diligently pursuing the cure, in the case of a non-monetary default. In the event Landlord fails to fully perform its duties hereunder, Tenant may perform those duties after notice and recoup its reasonable costs pursuant to Tenant's Limited Recoupment Rights, defined herein below.

Section 18.06 Final Judgment - Recoupment. Notwithstanding anything to the contrary contained in this Lease, in the event Tenant obtains a final unappealable judgment against Landlord on account of any breach by Landlord of this Lease and Landlord does not pay any amount due Tenant under such judgment within the time provided by such judgment or court order, or if no time is provided then within 10 days, Tenant may, upon 5-day notice to Landlord recoup against the rent and any other amounts owed to Landlord such unsatisfied amount plus Interest until Tenant has collected the judgment amount in full.

Section 18.07 Remedies Permitted at Law. Subject to the limitations set forth in this Article or otherwise contained in this Lease, the legal rights and remedies otherwise permitted by law are available to the parties in the event of default under this Lease. Notwithstanding the foregoing or anything contained in this Lease to the contrary, the parties hereby waive any right and remedy it may have in law and/or equity to: (i) seek consequential, special, or extraordinary damages against the other party; (ii) confess judgment against the other party; (iii) avail itself of any so called "padlock" law or similar statute; (iv) claim against the other a default(s) of any other contract or lease as a result the breach and/or default of this Lease; and (iv) any right to accelerate rent or other amounts due.

Section 18.08 Specific Performance. Subject to the limitations set forth in this Article or otherwise contained in this Lease, Landlord and Tenant each have the right, to the extent permitted by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof.

Section 18.09 Expenses and Attorney's Fees. If either party incurs any expense, including reasonable attorney's fees, in connection with any action or proceeding instituted by either party by reason of any default or alleged default of the other party hereunder, the prevailing party in such action or proceeding shall be entitled to recover its said reasonable expenses from the other party.

ARTICLE 19 QUIET ENJOYMENT/WARRANTIES OF LANDLORD

Section 19.01 Covenant of Quiet Enjoyment. Landlord represents and warrants that it has marketable title to the Premises and that any third party shall not disturb Tenant's interest in the Premises with a superior interest in the Premises to Landlord. Landlord covenants with Tenant that so long as no event of default exists hereunder on the part of Tenant after the expiration of all applicable notice, cure and grace periods, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease term, and any renewals or extensions thereof, and that neither Landlord, nor any party claiming under or through Landlord, nor any third party claiming a superior interest to Landlord, shall disturb the use or occupancy of the Premises by Tenant and Landlord shall defend Tenant's right to such use and occupancy.

ARTICLE 21 RENT PAYMENT AND NOTICE

Section 21.01 General Each provision of this Lease requiring notice or the making of any payment by one party to the other shall be processed as follows:

(a) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the Rent Payment address or, if none set forth, then the Notice Address, or at such other address as Landlord may specify from time to time by notice delivered in accordance with this Section.

(b) All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the Notice Address, or such other address as Tenant may specify from time to time by notice delivered in accordance with this Section.

(c) Except as specifically provided herein, any notice, including notice of Tenant's election to exercise an option, or any document required or permitted to be delivered under this Lease shall be deemed to be delivered, once deposited (i) in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, or (ii) with a nationally recognized

overnight carrier capable of providing a receipt, addressed to the respective Notice Address or at such other address as the party specified by notice delivered in accordance with this Section.

ARTICLE 22 MISCELLANEOUS

Section 22.01 Tenant's Limited Recoupment Right. In the event Landlord fails to fully perform its duties under a section of this Lease that references Tenant's Limited Recoupment Right, Tenant may perform those duties after notice and recoup its reasonable costs pursuant to the following requirements:

- (a) Tenant will give Landlord 30-day notice of Landlord's failure to so perform;
- (b) Landlord will then have that 30-day notice period in which to cure its failure. In the event that Landlord fails to cure its failure within the 30-day period, Tenant may upon 15-day notice stating that Tenant intends to perform Landlord's duties and recoup its costs, perform Landlord's duties.
- (c) Notwithstanding the foregoing, in the event cure cannot be reasonably completed within the 30day notice period, Landlord will give Tenant notice in reasonable detail prior to the end of the 30-dayperiod of the inability to cure, advising of its plan to cure, who Landlord commenced the cure, and when Landlord anticipates cure being completed. In the event Landlord does not give Tenant notice as set forth in this subsection or if Landlord fails to commence cure promptly within the 30-day period or if Landlord has not prosecuted the completion of the cure with reasonable diligence, Tenant may upon 15-day notice stating that Tenant intends to perform Landlord's duties and recoup its costs, perform Landlord's duties.
- (d) Tenant's reasonable out-of-pocket expenses of undertaking Landlord's duties, will be paid by Landlord to Tenant upon 30-day notice, which shall include a statement detailing the expenses.

Section 22.02 Brokerage Commissions and Finder's Fees. Each of the parties represents and warrants that it has engaged no broker or finder and that no claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation, the cost of attorney's fees in connection therewith), except for the duly licensed broker(s)/finder(s), if any, shown below:

Broker/Finder: NDB Commercial Real Estate

Section 22.03 Removal of Personal Property; Waiver of Distrain. Title to all of Tenant's trade fixtures, furniture, furnishings, signs, equipment, machinery, cash registers, inventory and any and all items of personal property shall remain in Tenant and Tenant alone will be entitled to claim depreciation therefore. Landlord hereby waives, releases and relinquishes any and all rights of distraint, levy, attachment or recourse to the trade fixtures, furnishings, signs, equipment, machinery, cash registers, inventory and personal property in the Premises.

Section 22.04 Governing Law. This Lease shall be interpreted and construed under the laws of the State in which the Premises are located, excluding its conflicts-of-laws principles.

Section 22.05 No Waiver. No delay or omission by either party to exercise any right or power accruing upon any non-compliance by the other party with respect to any of the Lease terms, shall impair any such right or power or be construed to be a waiver thereof.

Section 22.06 Force Majeure. In the event that either party hereto is delayed or prevented from the performance of any act required hereunder, except the payment of money, by reason of strikes, lockouts, unforeseen labor troubles, unforeseen inability to procure materials, failure of power, unanticipated restrictive governmental laws or regulations, riots, insurrections, war, or other reason of a like nature not the fault of the delayed party, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended by the period of such delay; provided the delayed party gives the other party notice within a reasonable time after the Force Majeure event specifying the nature of the event and length of the delay.

Section 22.07 Change of Ownership/Management. Landlord will promptly notify Tenant in writing of any change in the ownership and/or management of the Shopping Center or of the Premises, and will give Tenant the name and address of the new owner and/or management company and instructions regarding the payment of root and/or delivery of notices.

Section 22.08 Interest. Whenever this Lease refers to "Interest," it shall be computed at a rate equal to the Prime Rate (as hereinafter defined) plus 2 percentage points. If, however, payment of interest at such rate should be unlawful, that is, violative of usury statutes or otherwise, then "Interest" shall be computed at the maximum legal rate payable by such party. "Prime Rate" means the prime rate published in *The Wall Street Journal Money Rates Section* from time to time, adjusted on the date of each change in that prime rate. If *The Wall Street Journal* ceases to be published or ceases to publish a Prime Rate, then Landlord and Tenant will agree upon another comparable publication and/or method of computation.

Section 22.09 Hazardous Materials.

(a) Landlord and Tenant each covenant and agree not to, generate, manage, treat, manufacture, store or dispose of on, under or about the Shopping Center, including, but not limited to, the Premises, any Hazardous Materials (other than De Minimis Amounts) in contravention of applicable Hazardous Materials Laws. For the purpose of this Lease, "Hazardous Materials" shall be limited to any chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority; or any rules or regulations adopted and guidelines promulgated pursuant to any applicable laws, as all such laws, rules or regulations may be amended or replaced from time to time (all such laws, rules and regulations being collectively referred to herein as "Hazardous Materials Laws"). The term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, such level or quantity of Hazardous Materials in any given form or combination of forms which (i) does not constitute a violation of any applicable Hazardous Materials Laws and (ii) is customarily employed in or associated with similar retail stores or shopping centers.

(b) Landlord warrants and represents that upon delivery the Premises will be free of Hazardous Materials including asbestos. Landlord agrees to remediate any Hazardous Materials Landlord or its agent's contractors or employees introduced into the Premises and restore the Premises to the same condition it was prior to the discovery of the contamination. Landlord shall indemnify and defend Tenant against all claims, liabilities costs expenses, arising out of such contamination.

(c) Tenant agrees to remediate any Hazardous Materials Tenant or its agent's contractors or employees introduced into the Premises or the Shopping Center and restore the Premises or the Shopping Center to the same condition it was prior to the discovery of the contamination. Tenant shall indemnify and defend Landlord against all claims, liabilities costs expenses arising out of such contamination.

(d) If a third party contaminates the Premises, Landlord shall remediate any Hazardous Materials and restore the contaminated portions of the Premises to the same condition it was on the Delivery Date. Landlord and Tenant agree that Tenant is not obligated to remediate any Hazardous Materials located in the Premises or the Shopping Center unless the acts of Tenant are the sole cause of the presence of such Hazardous Materials and such presence is in express violation of the Hazardous Materials Laws.

Section 22.10 Disputes. It is agreed that if at any time a dispute arises as to the amount or sum of money to be paid by one party to the other under the provisions hereof, the party from whom the money is allegedly due shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment.

Section 22.11 Exculpation Clause. The covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding either Landlord or any successor owner or the officers, directors, shareholders, partners thereof or the agents or employees of any of them personally, or the assets of either Landlord or any successor owner or the officers, directors, shareholders, partners thereof or the agents or employees of any of them, except Landlord's and such successor owner's interest in the Shopping Center. Accordingly, Tenant agrees that Tenant shall look solely to Landlord's interest in the Shopping Center for the satisfaction of any claim, judgment or other decree requiring the payment of money by Landlord based on any default hereunder. As used herein, Landlord's "interest" in the Shopping Center shall be deemed to include (1) the rents or other income receivable by the Landlord in connection with the Shopping Center, and (2) the consideration received by the Landlord from the sale of all or any part of such interest. The provisions of this Section are not designed to relieve the Landlord from the performance of any of its lease obligations, but rather to limit the Landlord's liability in the case of a recovery of a money judgment against it, as aforesaid, which judgment shall constitute the Tenant's sole remedy at law. The foregoing limitation shall not apply to or limit (a) any injunctive or other equitable, declaratory or other forms of relief to which the Tenant may be entitled (notwithstanding that such actions are in personal in nature), or (b) any other remedy or action against the Landlord which does not involve the personal liability of the Landlord for monetary damages from property other than as aforesaid.

Section 22.12 Rules and Regulations. Landlord shall have the right to adopt, amend or modify rules and regulations for the Shopping Center; provided, however, as a condition to this right, any and all such rules, regulations, amendments,

modifications and additions shall: (a) be limited to promotion of the safety, care, order or cleanliness of the Shopping Center; (b) not require the payment by Tenant of additional sums to Landlord or otherwise; (c) be preceded by reasonable notice to Tenant; and (d) be enforced in a reasonable and nondiscriminatory manner. Notwithstanding anything to the contrary contained herein, in the event of any conflict or ambiguity between such rules and regulations and the terms of this Lease, the terms of this Lease shall be deemed to take precedence over and control over any such conflict or ambiguity contained in such rules and regulations.

Section 22.13 Entire Agreement: Amendment. No prior agreement or understanding between the parties pertaining to this Lease or the Premises same shall be valid or of any force or effect, and the covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing as signed by Landlord and Tenant.

Section 22.14 Miscellaneous. Landlord and Tenant agree that: (i) this Lease is the result of the joint efforts and negotiations of the parties, with each party being represented or having the opportunity to be represented by legal counsel of its own choice, and no one party is the author or drafter of this Lease or any particular Lease provision; (ii) each of the parties assumes joint responsibility for this form and composition of each and all of the contents of this Lease and each party agrees that this Lease shall be interpreted as though the parties participated equally in the composition of the Lease and each provision and part thereof; (iii) the rule of judicial construction and/or interpretation to the effect that any ambiguity or uncertainty contained in an agreement is to be construed against the party who drafted the agreement and/or language shall not be applied in the event of any disagreement or dispute arising out of this Lease; (iv) all monies owed hereunder by Tenant to Landlord are rent and all monies owed by Landlord to Tenant are recoupment; (v) any provision or provisions of this Lease which prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other Lease provision, and the remaining Lease provisions shall nevertheless remain in full force and effect; (vi) the captions and section and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease; (vii) time is of the essence with respect to all matters provided in this Lease; (viii) each party has full right, power and authority to make, execute and deliver this Lease; (ix) upon the termination of this Lease, the rights and obligations hereunder this Lease shall cease and expire, except those that specifically survive termination of this Lease; and (x) this Lease may be executed in counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same agreement.

Section 22.15 Time of the Essence. Time is declared to be of the essence in all provisions of this Lease. For purposes of all time requirements and limits hereunder, such requirements and limits (i) shall not include the day from which the period commences; and (ii) shall expire at precisely 6:00 pm (est) on the final day; provided that if the final day of a time period falls on a Saturday, Sunday, or legal holiday in the jurisdiction where the Leased Premises are located such period shall extend to the first (1st) business day thereafter. For all purposes herein, a legal holiday shall mean any day on which the United States Post Office nearest the Leased Premises is not open for counter business.

Section 22.16 Submission of Lease. The submission of this Lease to a prospective Tenant is not an offer, a reservation of, or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and by Tenant.

Section 22.17 Exclusive Use. Intentionally Deleted

Section 22.18 Funding Contingency. If Tenant is unable to secure the SBA funding within 60 days after lease execution, the parties agree that Tenant may elect to terminate the lease. If such termination is exercised by Tenant, Landlord shall be entitled to retain the Security Deposit. If Tenant does not exercise this right to terminate within 45 days after lease execution, the lease shall continue in full force and effect.

Section 22.19 Landlord Delivery Contingency. Landlord and Tenant acknowledge that at the time of this lease the premises is occupied by Shoe Show. Landlord withholds the right to fully terminate the lease if Obey are unable to recoup the premises from the tenant occupying the space at lease execution. If Landlord exercises this right, Obey must return the full security deposit within 30 days from the written notice to tenant.

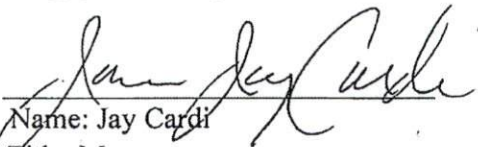
Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of Landlord's officers, directors, members, managers, partners, and/or shareholders with respect to any of the terms, covenants, and conditions of this Lease, and that Tenant shall look solely to the assets of Landlord (including but not limited to Landlord's equity in the Shopping Center and any income generated therefrom) or such

successorininterest to Landlord in the Shopping Center and its self-help rights under the Lease for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants, and conditions of this Lease to be performed by Landlord.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed.

LANDLORD:

33418 Egypt Crossing, LLC

By: 
Name: Jay Cardi
Title: Manager

TENANT:

Katrina Lucente


By: 
Name: Katrina Lucente
Title: Owner

EXHIBIT A
SITE PLAN OF SHOPPING CENTER

EXHIBIT B
EXCLUSIVES & PROHIBITED USES

Landlord shall not lease any portion of the Shopping Center to an "adult" enterprise, including without limitation, bookstores or entertainment facilities offering pornography or live nudity, a billiard hall, a cocktail lounge. Notwithstanding the foregoing, Landlord shall be permitted to lease space within the Shopping Center to restaurants serving alcohol as an ancillary item to their menu having food sales of fifty-one percent (51%) or more of total sales.

Any existing Brinkley Commons tenant exclusives and prohibited uses as of time of lease execution shall apply.

EXHIBIT C
LANDLORD WORK
AS IS, WHERE IS CONDITION

LESSOR WORK:

Landlord to deliver the space in its current "AS IS, WHERE IS" Condition.

TENANT'S WORK:

All work required to complete and place the leased Premises in finished condition for opening for business, is to be done by the Tenant at Tenant's sole expense in accordance with mutually approved plans and specifications prepared by the Tenant's architect in conformity with this Exhibit "C". The Tenant shall bear the entire expense and responsibility for providing within the leased Premises (whether affixed or not) all trade fixtures, merchandise, fire protection and all other property incidental to the operation of the type of business to be opened by the Tenant.

Tenant agrees to the following conditions with respect to all work required to complete and place the leased premises in finished condition for opening for business:

- 1) Upfits requiring permitting shall be performed by a licensed and insured general contractor. All subcontractors must also be licensed and insured. In addition, a list of contractors will be submitted to Landlord for approval prior to commencing any work. Insurance certificates must be submitted to the landlord's representative prior to construction.
- 2) Roof penetrations shall only be made by roofer certified by the manufacturer. Failure to do this shall result in a fine.
- 3) Proper Builder's Risk Insurance and Liability Insurance will be obtained by Tenant for protection of Shopping Center and Landlord. Evidence of insurance must be presented to Landlord for approval prior to commencing any work. The Owner and Owner's representative shall be named as an additional insured.
- 4) Tenant is responsible for changing of all locks at the conclusion of Landlord's work and prior to tenant's occupancy.
- 5) Tenant will pay all costs related to hook up of any utilities. Any required changes to utilities, impact fees or other charges will be paid by Tenant.

EXHIBIT D
SIGNAGE

Subject to municipal approval and local and regional sign restrictions; Tenant to use channel letter signage in accordance with Class A practices mounted on a raceway that matches fl 19ade and subject to Landlord approval and local sign codes. Tenant will be permitted to install pylon panel on monument sign. Panel and installation will be at Tenant's expense and subject to Landlord and municipal approval. Pursuant to municipal guidelines and approvals.

**EXHIBITE
GUARANTY AGREEMENT**

IN CONSIDERATION for the execution of the attached Lease by 33418 Egypt Crossing, LLC ("Landlord") with NC 24 CONVENIENCE STORE INC. ("Tenant") for the Premises located and identified within Brinkley Commons Shopping Center, and to assure the full and complete performance by Tenant of all obligations undertaken by Tenant with respect to this Lease, together with other good and valuable consideration, receipt hereby acknowledged, the undersigned unconditionally guarantees to Landlord, and becomes liable for, the full and timely payment of all Base Rent, Additional Rent, and other payments of any nature whatsoever required during the term of this Lease subject to Liability Cap, if applicable, as written below ("Liability Cap"), and any extensions or renewals thereof, along with any other amounts which may become due, including without limitation, all costs and expenses of enforcement and collection, including reasonable attorneys' fees.

To the extent available under North Carolina law, the undersigned waives any defenses which Tenant may assert under this Lease, including but not limited to failure of consideration, breach of warranty, bankruptcy, lack of legal capacity, statute of limitation, and accord and satisfaction.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this Guaranty Agreement as of the Effective Date of this Lease.

By: _____

Print Name: Hani Saleh

Address: 230 Donaldson St. Ste 200A Fayetteville NC 28301

STATE OF North Carolina
COUNTY OF Cumberland

The foregoing instrument was acknowledged before me this 13 day of February 2025 by

Hani Saleh.. He/She is [☒] personally known to me or [☐] has produced

as identification.

(SEAL)

Notary Public, _____

Print Name: Elizabeth Moran

Commission Number:

Commission Expires: 02/13/2030

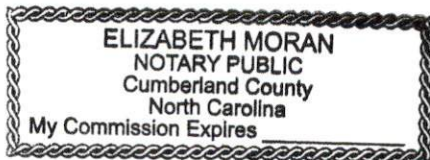


EXHIBIT F
RULES AND REGULATIONS

The following Rules and Regulations shall remain in full force and effect until TENANT is notified in writing, by LANDLORD, any changes and amendments.

1. All garbage and refuse shall be kept in the container specified by LANDLORD, and shall be placed outside of the premises prepared for collection on the manner and at the times and places specified by LANDLORD. TENANT shall pay the cost of removal of any of TENANT'S refuse or rubbish.
2. No radio or television or other similar device shall be installed without first obtaining in each instance LANDLORD'S consent in writing. No aerial shall be erected on the roof or exterior walls of the PREMISES, or on the grounds, without, in each instance, the written consent of LANDLORD. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
3. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the PREMISES without the prior written consent of LANDLORD. If TENANT desires background music for PREMISES, it will be furnished by TENANT, but subject to the approval of the LANDLORD.
4. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by TENANT, who shall, or whose employees, agents or invitees shall have caused it.
5. TENANT shall use at TENANT'S cost such pest extermination contractor as LANDLORD may approve and at such times as is obviously necessary.
6. TENANT shall not burn any trash or garbage of any kind in or about the leased PREMISES or the SHOPPING CENTER.
7. TENANT shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gasses, or any smoke, dust, steam or vapors, or any loud or disturbing noises, sounds or vibrations to originate in or to be emitted from PREMISES.
8. TENANT shall maintain the show windows in a clean, neat and orderly condition and shall control approved electric signs by a clock and shall illuminate such approved signs from dusk to 11:00 P.M. EST each day including Sundays and Holidays.
9. TENANT shall at all times maintain an adequate number of suitable fire extinguishers on its PREMISES for use in case of local fires, including electrical or chemical fires.
10. LANDLORD reserves the right to rescind, amend, alter or waive any of the foregoing rules or regulations at any time when, in its judgement, it deems it necessary, desirable or proper for its best interest and for the best interest of the tenants, and no such rescission, amendment, alteration or waiver of any rules or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant, LANDLORD shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of these rules and regulations at anytime