LEASE SUMMARY

EFFECTIVE DATE:	September 1, 2026
LANDLORD:	The City of King
NOTICE ADDRESS OF LANDLORD:	P.O. Box 1132 (229 S. Main St.) King, NC 27021 Attn: Scott Barrow, City Manager
TENANT:	The King Chamber of Commerce, Inc., a North Carolina non-profit corporation.
NOTICE ADDRESS OF TENANT:	The King Chamber of Commerce, Inc. 110 West King St. (Old Hwy 52) King, NC 27021
PREMISES:	Uppermost floor of building located at 110 W. King St., King, NC 27021. Said building is referred to herein as the "Building."
PREMISES NET RENTABLE AREA:	Approximately 2400 square feet located on the uppermost floor of the Building.
RENT COMMENCEMENT DATE:	September 1, 2026.
EXPIRATION DATE:	August 31, 2029.
LEASE TERM:	The period beginning on the Rent Commencement Date and expiring on the Expiration Date.

BASE RENTAL:	Year 1 (9/1/26 – 8/31/27):	Annual Rent of $18,000.00 paid in monthly rent payments of $1,500.00.
	Year 2 (9/1/27 – 8/31/28):	Annual Rent of $18,360.00 paid in monthly rent payments of $1,530.00.
	Year 3 (9/1/28 – 8/31/29):	Annual Rent of $18,912.00 paid in monthly rent payments of $1,576.00.

ADJUSTMENT DATE:	Intentionally left blank.
ADVANCE BASE RENTAL PAYMENT:	Intentionally left blank.
SECURITY DEPOSIT:	$1,500.00.
BROKER:	None.

TRIPLE NET: Tenant shall be responsible for *ad valorem* taxes (if any), utilities, and maintenance related to the Premises.

The foregoing summary (the "Lease Summary") is hereby incorporated into and made a part of the Lease Agreement. In the event, however, of a conflict between the terms of the Lease Summary and the terms of the Lease Agreement, the latter shall control.

Initial: ____________(on behalf of Landlord)
Initial: ___CLL___(on behalf of Tenant)

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EXHIBIT A: To be inserted, if applicable, pursuant to § 9
EXHIBIT B: Tenant Parking Area

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into on the date set forth in, and between the Landlord and Tenant identified in, the Lease Summary (the "Effective Date").

WITNESSETH:

1. Definitions.

Capitalized terms appearing in this Lease, unless defined elsewhere in this Lease or in the Lease Summary, shall have these definitions:

1.1 "Additional Rent" shall include all additional sums charges or amounts of whatever nature to be paid by Tenant to Landlord under this Lease, other than Base Rent. This is an absolute net lease. Except as otherwise set forth in this Lease, it is the purpose, intent and agreement of Landlord and Tenant that the Base Rent payable hereunder shall be an absolute net return to Landlord, undiminished by taxes, maintenance or repair costs, operation costs, costs of insurance, or any other charges of any kind or nature whatsoever relating to the Premises, which may arise or become due during the term of this Lease.

1.2 "Advance Base Rental Payment" shall have the meaning set forth in the Lease Summary.

1.3 "Base Rental" during the Lease Term shall be the amount so designated in the Lease Summary, as same may be adjusted pursuant to the terms of this Lease.

1.4 "Broker" shall be the party or parties so designated in the Lease Summary.

1.5 "Building" shall have the meaning set forth in the Lease Summary.

1.6 "Building Exterior Common Areas" shall mean (A) the exterior of the Building and all of the improvements and real property on the Land, including, without limitation, all parking areas, enclosed or otherwise, and all streets, sidewalks, signs and landscaped areas located on or within the Land; and (B) all signs and landscaped areas located in public rights-of-way directly contiguous to the Land if and to the extent Landlord maintains such signs and landscaped areas from time to time.

1.7 "Building Net Rentable Area" shall have the meaning set forth in the Lease Summary.

1.8 "Common Areas." There are no common facilities provided for the common use or benefit of tenants generally and/or the public.

1.9 "Force Majeure Matters" is defined in Paragraph 40 herein.

1.10 "Land" shall mean the real property upon which the Building is situated.

1.11 "Lease Term" shall mean the term of this Lease as set forth in the Lease Summary.

1.12 "Normal Business Holidays" shall be New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (or if any such holiday falls on a weekend day, the applicable Normal Business Holiday, for purposes of this definition, shall be the weekday designated by Landlord).

1.13 "Normal Business Hours" are 9 a.m. to 5 p.m. on Mondays through Fridays, exclusive of Normal Business Holidays.

1.14 "Premises" shall have the meaning set forth in the Lease Summary.

1.15 "Premises Net Rentable Area" shall have the meaning set forth in the Lease Summary, and Landlord and Tenant agree that the applicable figure set forth in the Lease Summary shall be conclusive.

1.16 "Rent Commencement Date" shall mean that date set forth in the Lease Summary.

1.17 "Taxes" means taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant or other private agreement that are not treated as part of Common Area Costs) now or hereafter attributable to the Building and Land or its operation excluding, however, penalties and interest thereon and federal and state taxes on income. Taxes shall include the reasonable costs of consultants retained in an effort to lower taxes and all costs incurred in disputing any taxes or in seeking to lower the tax valuation of the Building and Land. Notwithstanding anything to the contrary contained herein, the Taxes included within Common Area Costs shall not include any estate, inheritance, succession, capital levy, transfer or income taxes of Landlord.

1.18 "Tenant Improvements" shall mean the improvements to be constructed and installed in the Premises in accordance with the Tenant Improvements Plans and Specifications, and the terms of Paragraph 9 herein.

1.19 "Tenant Improvements Plans and Specifications" shall mean the plans and specifications for the construction of the Tenant Improvements, as set forth in Paragraph 9 herein.

1.20 "Tenant's Pro-Rata Share." The Premises is the uppermost floor of a Building with two floors. During all times when only the upper floor of the Building is occupied, Tenant's Pro-Rata Share shall be 100 percent. If the lower floor of the Building becomes occupied for use as active office space, then Tenant's Pro-Rata Share shall be 50 percent beginning on the first day of the first full calendar month after such use begins and shall remain 50 percent until the time that the lower floor is no longer occupied for active office space, at which time Tenant's Pro-Rata Share shall revert to 100 percent. As used for purposes of this definition, "active office space" means in-person office use and does not include passive uses such as storage.

2. Lease Grant.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the covenants, agreements, provisions and conditions of this Lease, the Premises located in the Building.

3. Lease Term.

3.1 This Lease shall continue in force during a period beginning on the Rent Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any other term or provision herein. Tenant shall accept the Premises on the Effective Date "AS IS – WHERE IS".

3.2 Intentionally deleted.

4. <u>Use</u>.

The Premises shall be used for the operation of nonprofit or business offices and for no other purposes. Tenant agrees not to use or permit the use of the Premises for any purpose that is improper, immoral, unlawful, objectionable or illegal or is in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule, or that, in Landlord's commercially reasonable opinion, creates a nuisance, disturbs any other tenant of the Building or is disreputable or inconsistent with the operation of a first class office building.

5. **<u>Base Rental</u>.**

5.1 Tenant agrees to pay during the Lease Term to Landlord, without any setoff or deduction, except as provided herein, the Base Rental, and all such other sums of money as shall become due hereunder as Additional Rent, all of which are sometimes herein collectively called "rent" or "Rent." Base Rental for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance, in equal installments on the first day of each calendar month during the Lease Term; provided, however, if the Lease Summary states that Tenant is paying to Landlord an Advance Base Rental Payment, as provided in <u>Paragraph 5.2</u> herein, such Advance Base Rental Payment (i) shall be due and payable upon the full execution of this Lease and (ii) shall be applied by Landlord against the Base Rental payment due relative to the first full calendar month during the Lease Term. Tenant hereby agrees to pay such Base Rental and any adjustments thereto to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rental and any adjustments thereto for such month or months shall be prorated, based on the number of days in such month or months.

5.2 If the Lease Summary provides for an Advance Base Rental Payment to be made by Tenant to Landlord, then simultaneously with the execution of this Lease, Tenant shall pay to Landlord the Advance Base Rental Payment as additional security for Tenant's performance of its obligations under this Lease. If Tenant is not then in default under this Lease, Landlord shall apply the Advance Base Rental Payment to the payment of the monthly installment of Base Rental due relative to the first full calendar month during the Lease Term. If Tenant is then in default under this Lease, Landlord may, at its option, apply all or any part of the Advance Base Rental Payment to cure the default. With regard to any partial calendar month (if any) preceding the first full calendar month during the Lease Term, Tenant shall pay the applicable pro rata portion of the monthly installment of Base Rental in a timely manner pursuant to <u>Paragraph 5.1</u> herein.

6. **<u>Adjustments to Base Rental</u>**. Intentionally deleted.

7. **<u>Additional Rent</u>.** It is clearly understood and agreed that this is a "triple net lease," which means that the Tenant shall pay all costs of repairs, maintenance and replacement of the Premises, a pro rata share of Landlord's actual costs of operating, managing, maintaining, repairing, and replacing the Building and Land, all utilities relating to the Premises, a pro rata share of all real estate taxes and special assessments of every kind and description on the Building and Land (if any), and a pro rata share of management costs for the Building and Land. **The charge for utilities related to the Premises shall be the entire amount of the utility bill for services that are separately metered for the Premises and the Tenant's Pro-Rata Share of the utility bill for services that are metered for the entire Building.** The triple net costs and expenses to be paid by Tenant shall be deemed "Additional Rent" and are further described below.

7.1 Commencing on the Rent Commencement Date, in addition to Base Rent, Tenant shall also pay to Landlord monthly, as Additional Rent, a pro rata share of Landlord's actual costs of operating, managing, maintaining, repairing, and replacing the Building and Land during the term of the Lease (collectively, "Common Area Costs"). Tenant's Pro-Rata Share shall mean the percentage set forth in the Paragraph 1.20. Common Area Costs shall include, but not be limited to, (i) the costs of management, (ii) insurance premiums and deductibles for Landlord's insurance coverages carried and maintained with respect to the Building and Land, (iii) Taxes (if any), (iv) costs for improvements made to the Building and Land which, although capital in nature, are expected to reduce the normal operating costs (including all utility costs) of the Building and Land, as amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof taking into consideration the anticipated cost savings, as determined by Landlord using its good faith, commercially reasonable judgment, as well as capital improvements made in order to comply with any law hereafter promulgated by any governmental authority or any new interpretations of any law hereafter rendered with respect to any existing law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion, (v) repairs, maintenance and replacement of heating, ventilation and air conditioning systems, (vi) lighting, (vii) water, (viii) cleaning, (ix) trash removal, (x) snow removal, (xi) landscape maintenance, (xii) sewer charges, (xiii) wages, (xiv) payroll taxes, (xv) workmen's compensation insurance, (xvi) license and permit fees, (xvii) all other repairs and replacements relating to the Building and Land, (xviii) depreciation on maintainable equipment, (xix) maintenance supplies, and (xx) other everyday maintenance expenses; provided, that Common Area Costs shall not be deemed to include any charges for depreciation related to the original costs of acquiring, constructing, equipping or financing of the Building and Land, the costs of alterations for specific tenants, debt service or income taxes of Landlord. Notwithstanding the foregoing, any capital expenditures included within Common Area Costs shall be amortized over the useful life of the subject capital improvements and replacements in accordance with generally accepted accounting principles, and Tenant shall only be obligated to pay Tenant's Pro Rata Share of that portion of such amortized costs applicable to the portion of the useful life occurring during the Term of this Lease.

Notwithstanding the foregoing, with regard to those items of Common Area Costs within Landlord's management control (i.e., all Common Area Costs except Taxes, utilities, insurance, and maintenance), Tenant's liability for any increase in Common Area Costs incurred in any calendar year (or portion thereof) during the Term shall be limited to an increase of five percent (5%) over the amount of Tenant's share of Common Area Costs for the previous calendar year had the Common Area Costs increased at a rate of five percent (5%) each calendar year beginning with the actual Common Area Costs for calendar year 2025.

7.2 Landlord shall provide Tenant with Landlord's reasonable estimate of Tenant's Pro Rata Share of Common Area Costs within fifteen (15) days prior to the start of each calendar year during the Term. Tenant shall pay one-twelfth (1/12) of Tenant's Pro Rata Share of Common Area Costs on the first day of each calendar month during the Term simultaneously with the payment of Base Rent. On or before April 1 of each calendar year (or as soon as practicable thereafter), Landlord shall furnish to Tenant an itemized statement ("Landlord's CAM Statement") showing the actual Common Area Costs incurred by Landlord for the immediately preceding calendar year and a calculation of the actual amount of Tenant's Pro Rata Share of Common Area Costs for the immediately preceding calendar year. If Landlord's CAM Statement indicates that the estimated Tenant's Pro Rata Share of Common Area Costs paid by Tenant for the immediately preceding calendar year are more or less than the actual amount of Tenant's Pro Rata Share of Common Area Costs for the immediately preceding calendar year, an appropriate adjustment shall be made between the Landlord and Tenant within thirty (30) days following Landlord's delivery to Tenant of Landlord's CAM Statement. At any time during each calendar year (but not more than one (1) time per calendar year), Landlord shall have the right to adjust Tenant's estimated payments of Tenant's Pro Rata Share of Common Area Costs based upon actual expenditures made by Landlord for the same during such calendar year.

7.3 Intentionally deleted.

8. Intentionally deleted.

9. Tenant Improvements.

9.1 All installations and improvements now or hereafter placed on or in the Premises shall be for Tenant's account and at Tenant's cost.

9.2 Tenant accepts the Premises in its current condition, AS IS, WHERE IS. If Tenant desires improvements to the Premises, Tenant may request them from Landlord, which may approve or deny any such request in Landlord's sole discretion. For improvements agreed to by Landlord, before commencing construction of the Tenant Improvements, Tenant shall deliver to Landlord the Tenant Improvements Plans and Specifications, which shall include the names of all contractors for the same, and the same shall be subject to Landlord's written consent, which consent Landlord may withhold in Landlord's sole discretion, and upon receipt of such consent shall be attached to this Lease as Exhibit A. Landlord agrees not to charge any additional fee to Tenant for construction supervision. Tenant shall construct the Tenant Improvements in a first-class, professional manner. The Tenant Improvements shall be completed in accordance with the approved Tenant Improvements Plans and Specifications and in compliance with all city, county, state and federal ordinances, rules and regulations relating thereto, including all applicable building codes.

10. Maintenance and Repair by Landlord.

Except to the extent any such repairs or replacements are the responsibility of Tenant pursuant to the terms of Paragraph 11 or Paragraph 12 herein or any other provision in this Lease, Landlord shall be responsible for maintaining, repairing and replacing:

10.1 the roof, foundations, exterior walls (excluding doors and windows), and all structural parts of the Building;

10.2 all portions of the Premises affected by structural conditions whose source lies outside the Premises;

10.3 all Common Areas and Building Exterior Common Areas; and

10.4 all utility, sprinkler service, electrical and plumbing lines and HVAC systems outside the Premises.

Except as expressly provided herein, Landlord shall not be required to make any repairs to the Premises, the Building, or the Land.

11. Maintenance and Repair by Tenant.

In addition to any other provisions in this Lease which obligate Tenant to perform maintenance, repair and replacement duties relative to the Premises and/or the Building, Tenant shall be responsible for the following maintenance, repair and replacement responsibilities:

11.1 Tenant shall, at its expense, keep and maintain the Premises in good order and repair and not commit or allow any waste to be committed on any portion of the Premises; and at the termination of this Lease, Tenant agrees to deliver up the Premises to Landlord in as good of a condition as existed on the Rent Commencement Date, excepting only ordinary wear and tear, acts of God and repairs required to be made by Landlord pursuant to the terms of this Lease.

11.2 Tenant shall be responsible for the cost and expense of repairing or replacing any damage done to the Common Areas, the Building Exterior Common Areas, the Building, or any part thereof (including the Premises), caused by Tenant or Tenant's agents, employees, invitees, or visitors, and such repairs shall restore the damaged area to as good of a condition as existed prior to such damage and shall be effected in compliance with all applicable laws. Landlord may make the repairs or replacements, and Tenant shall pay the cost thereof to Landlord as Additional Rent within thirty (30) days after Landlord submits to Tenant an invoice therefor.

11.3 Tenant shall pay for semi-annual maintenance of the HVAC systems servicing the Premises and shall, at its expense, keep, maintain, repair and/or replace such HVAC systems.

12. Alterations by Tenant.

Tenant shall not make or allow to be made any alterations (structural or otherwise) to the Premises or install any vending machines in the Premises, without first obtaining the written consent of Landlord in each such instance. Any and all alterations to the Premises, including, without limitation, the Tenant Improvements, shall become the property of Landlord upon the termination of this Lease (except for personal property and furniture owned by Tenant). Landlord may, by written notice to Tenant not later than sixty (60) days prior to termination, require Tenant, upon the expiration or earlier termination of this Lease, to remove any and all fixtures, equipment and other improvements installed in the Premises by Tenant. In the event that Landlord so elects and Tenant fails to remove such improvements, Landlord may remove such improvements at Tenant's cost, and Tenant shall pay Landlord on demand the cost of restoring any damage to the Premises resulting from such removal, excepting only ordinary wear and tear and acts of God.

13. Graphics and Signage.

Landlord agrees to permit Tenant, at Tenant's sole cost and expense, to install and maintain its standard signage in a reasonably prominent position on the front door of the Premises as well as the Building monument sign, provided that the color and specifications of such signage shall be subject to the prior written approval of Landlord (which shall not be unreasonably withheld, conditioned or delayed). Tenant's signage plans shall be included in with the Tenant Improvements Plans and Specifications and attached hereto at Exhibit A.

14. Parking.

During the Lease Term, Tenant shall have, without charge, the right to use, in common with their respective guests and invitees, the 14 parking spaces, driveways, and footways located at the southwest corner of the building within the Parking Area shown on Exhibit B, attached.

15. Compliance with Laws.

Tenant agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction over the Premises. Without limiting the generality of the foregoing, in the event the Premises must be modified or any other action relating to the Premises must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. If the Common Areas or the Building Exterior Common Areas must be modified or any other action relating to the Common Areas or the Building Exterior Common Areas must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance and if such modification or action is required because of (i) any special or unique use or activity in the Premises or (ii) the performance of any alterations within the Premises, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. Except as provided in the immediately preceding sentence, in the event the Common Areas or the Building Exterior Common Areas must be modified or any other action relating to the Common Areas or the Building Exterior Common Areas must be undertaken in the future to comply with the Americans With Disabilities Act or any similar federal, state or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith, subject to the terms and provisions of this Lease relating to the pass-through of Basic Costs) shall belong to Landlord.

16. Intentionally deleted.

17. Entry by Landlord.

Tenant agrees to permit Landlord and Landlord's agents and representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the same, to show the Premises to prospective purchasers, mortgagees, tenants or insurers, and to clean or make repairs, alterations or additions thereto, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

18. Assignment and Subletting.

18.1 With the exception of Tenant's sublease to W.N. Ireland Insurance Agency, Inc., which is permitted by this Lease, Tenant shall not assign this Lease or sublet all or any part of the Premises or make any other transfer of its interest in the whole or any portion thereof, directly or indirectly, at any time during the Lease Term.

19. Liens.

Tenant will not permit any mechanic's lien(s) or other liens to be placed upon the Premises, the Building or the Land and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises, or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanics' or other liens against the Premises, the Building or the Land. In the event any such lien is attached to the Premises, the Building or the Land, and if the same shall not be bonded off or otherwise discharged of record by Tenant within forty-five (45) days of receiving notice thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes shall be reimbursed by Tenant to Landlord as Additional Rent within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor.

20. Property Insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Premises, such policy(ies) to cover Landlord's interest in the Building and Premises for not less than the full replacement value thereof. Such insurance shall be maintained at the expense of Landlord (as a part of Basic Costs), and payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord relative to the Land and the Building (collectively, "Mortgagees"; each, a "Mortgagee"), as their respective interests shall appear. Tenant shall maintain, at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Tenant shall, at Landlord's request from time to time, provide Landlord with current certificates of insurance evidencing Tenant's compliance with the terms and requirements of this Paragraph 20 and Paragraph 21 herein. All policies required to be maintained by Tenant under this Paragraph 20 and Paragraph 21 herein shall contain a provision whereby the insurer is not allowed to cancel, fail to renew or change materially the coverage without first giving thirty (30) days prior written notice to Landlord. Tenant shall also obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration.

21. Liability Insurance.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of commercial general liability insurance (occurrence coverage) with respect to the respective activities of each on the Land and in the Building with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company authorized to conduct such business in the State of North Carolina. Such commercial general liability insurance to be maintained by Tenant and Landlord under this Paragraph 21 shall afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof; and such commercial general liability insurance to be maintained by Tenant shall name Landlord as an additional insured. Such insurance coverage maintained by Tenant also shall include, without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building or on the Land.

22. Indemnities.

Landlord shall not be liable to Tenant, or to Tenant's agents, servants, employees, customers, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Tenant, its agents, servants, employees, invitees, licensees or any other person entering the Land, the Building or the Premises under the invitation of Tenant or arising out of a default by Tenant in the performance of its obligations hereunder. Tenant hereby indemnifies and holds Landlord harmless from all liability and claims for any such damage or injury.

23. Waiver and Waiver of Subrogation Rights.

Anything in this Lease to the contrary notwithstanding (including, without limitation, Paragraph 22 herein), Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises or a part thereof, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under the terms of the standard fire and extended coverage insurance policies referred to in Paragraph 20 herein, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees. All insurance policies carried with respect to Paragraph 20 herein, if permitted under applicable law, shall contain a provision whereby the insurer waives, prior to loss, all rights of subrogation against Landlord and Tenant.

24. Casualty Damage.

If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that substantial alteration or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged by such casualty) or in the event any Mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such casualty. If, by reason of such casualty, the Premises are rendered untenantable in some material portion, and the amount of time required to repair the damage is reasonably determined by Landlord to be in excess of one hundred eighty (180) days from the date upon which Landlord is required to determine whether to terminate this Lease, then Tenant shall have the right to terminate this Lease by giving Landlord written notice of termination within thirty (30) days after the date Landlord delivers Tenant notice that the amount of time required to repair the damage has been determined by Landlord to be in excess of one hundred eighty (180) days. If Landlord (or Tenant, if applicable) does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as existed immediately prior to the occurrence of the casualty not taking into account any Tenant Improvements, except that Landlord shall not be obligated to restore the Premises if the cost of the restoration work required under this Lease and all other leases of space in the Building exceeds the insurance proceeds actually received by Landlord as a result of the casualty. Tenant shall restore Tenant's furniture and equipment. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of rent during the time and to the extent the Premises are unfit for occupancy. If the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense are not covered by insurance proceeds.

25. Condemnation.

If the whole or substantially the whole of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or Premises is thus taken or sold and the remaining portion of the Building can no longer be operated as a multi-tenant office building on a financially sound basis, in Landlord's reasonable opinion, or if any Mortgagee should require that the condemnation proceeds payable as a result of such taking or sale be applied to the payment of the mortgage debt, Landlord (whether or not the Premises are affected by the taking or sale) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If this Lease is not so terminated upon any such taking or sale and if a portion of the Premises is affected thereby, the Base Rental payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition not taking into account any Tenant Improvements, except Landlord shall not be obligated to restore the Premises if the cost of the restoration work required under this Lease and all other leases of space in the Building exceeds the amount received by Landlord for such taking. All amounts awarded upon a taking of any part or all of the Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claims to any such compensation.

26. Damages from Certain Causes.

Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other Force Majeure Matter. Nor shall Landlord be liable for any damage or inconvenience which may arise through repair or alteration of any part of the Building or Premises.

27. Events of Default/Remedies.

27.1 The following events shall be deemed to be events of default by Tenant under this Lease: (i) Tenant fails to pay any installment of Base Rental or Additional Rent when due; (ii) Tenant fails to comply with any provision of this Lease (other than clauses (iii), (iv), (v), (vi) and (vii) in this Paragraph 27.1), all of which terms, provisions and covenants shall be deemed material and such failure continues for more than thirty (30) days after Tenant is given written notice of such failure (provided such 30-day notice and cure period for non-monetary defaults shall be decreased or dispensed with, as reasonably required, in cases of emergency or in circumstances where such failure will result in a default by Landlord under other leases of space in the Building); (iii) the leasehold hereunder demised is taken on execution or other process of law in any action against Tenant; (iv) Tenant abandons any substantial portion of the Premises; (v) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition; (vi) Tenant takes any action to or notifies Landlord that Tenant intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Tenant under any such statute or Tenant or any creditor of Tenant's notifies Landlord that it knows such a petition will be filed or Tenant notifies Landlord that it expects such a petition to be filed; or (vii) a receiver or trustee is appointed for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant. Provided, however, and notwithstanding the foregoing provisions in this Paragraph 27.1, Tenant shall not be entitled to any notice and cure period in connection with Tenant's obligation to vacate the Premises at the end of the Lease Term.

27.2 Upon the occurrence under this Lease of any event or events of default by Tenant, whether enumerated in Paragraph 27.1 herein or not, Landlord shall have the option to pursue any one or more of the following remedies: (i) terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord; (ii) terminate Tenant's right to occupy the Premises and re-enter and take possession of the Premises (without terminating this Lease); (iii) enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and (iv) exercise all other remedies and seek all damages available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties. The parties agree that Landlord may exercise the remedy of re-entering and re-taking possession of the Premises WITHOUT legal action or process.

In the event of an elected termination of this Lease by Landlord, whether before or after reentry, Landlord may recover from Tenant damages, including the costs of recovering the Premises, and Tenant shall remain liable to Landlord for the total Base Rental and Additional Rent which would have been payable by Tenant hereunder for the remainder of the Lease Term (which total Base Rental and Additional Rent may at Landlord's election be accelerated to be due and payable in full as of the event or events of default and recoverable as damages in a lump sum) less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Premises for the remainder of the Lease Term.

In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, and may retake the Premises without resorting to legal process. In addition, the provisions of Paragraph 30 herein shall apply with respect to the period from and after the giving of notice of such termination to Tenant. All of Landlord's remedies under this Lease shall be cumulative and not exclusive. 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 or an election of remedies.

27.3 Any installment of Base Rental and any Additional Rent not paid within five (5) days following the date when due and payable shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum lawful contract rate per annum.

27.4 This Paragraph 27 shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Landlord to evidence or effect the termination of this Lease or to evidence the termination of Tenant's right of occupancy, Tenant and Landlord hereby agree that notice, in writing only and delivered in accordance with Paragraph 36 herein, shall be sufficient to evidence and effect the termination therein provided for.

27.5 Landlord shall be in default hereunder in the event Landlord has not begun and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations hereunder within thirty (30) days of receipt by Landlord of written notice from Tenant of the alleged failure to perform. In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere, and Tenant hereby waives such remedies for default. In addition, Tenant hereby covenants that, prior to the exercise of any remedies, it will give the Mortgagee(s) who then hold(s) a mortgage on the Building the same notice and time period as Landlord to cure any default by Landlord under this Lease.

28. Security Deposit.

If the Lease Summary provides for a Security Deposit to be paid by Tenant to Landlord, then as security for the performance of its obligations under this Lease, Tenant, simultaneously with the execution of this Lease, shall pay to Landlord a security deposit (the "Security Deposit") in the amount stated in the Lease Summary. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. Landlord shall not pay any interest on the Security Deposit. Within forty-five (45) days after the expiration date of the Lease Term, Landlord shall return to Tenant the balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of rent or a measure of damages for any defense to any action which Landlord may at any time commence against Tenant. If Landlord's interest in the Premises is sold or otherwise transferred, Landlord shall have the right to transfer the Security Deposit to the new owner, and upon the new owner's express assumption of the obligation for the Security Deposit required by this Lease, Landlord shall thereupon be released from all liability for the Security Deposit, and Tenant shall thereafter look solely to such new owner for the Security Deposit. The terms hereof shall apply to every transfer of the Security Deposit. If the Lease Summary does not provide for a Security Deposit to be paid by Tenant to Landlord, then the terms and provisions of this Paragraph 28 shall not be applicable under this Lease and this Lease shall be construed as if the text in this Paragraph 28 were stricken in its entirety. Landlord shall not be required to hold the Security Deposit in trust or keep it separate from its other funds.

29. Peaceful Enjoyment.

Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of Landlord's interest hereunder.

30. Holding Over

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If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, whether with or without Landlord's acquiescence, Tenant shall be deemed a tenant at will for a maximum period of sixty (60) days. In the event of any such holding over by Tenant after the expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Paragraph 27.2 herein, Tenant shall, during the first two months of such holdover period pay Base Rental equal to 150% of the Base Rental in effect immediately before the holdover period began, together with all applicable Additional Rent which would have been applicable had the Lease Term continued through the period of such holding over by Tenant. Tenant shall also remain liable for any and all damages, direct and consequential, suffered by Landlord as a result of any holdover without Landlord's unequivocal written acquiescence. No holding over by Tenant after the expiration of the Lease Term shall be construed to extend the Lease Term.

31. Subordination to Mortgage.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, the Building and/or the Land, and to any renewals, modifications, refinances and extensions thereof, but Tenant agrees that any such mortgagee shall have the right (without seeking or obtaining Tenant's consent) at any time to subordinate such mortgage, deed of trust or other lien to this Lease. Tenant agrees to cooperate and execute and deliver such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request within fifteen (15) days of the date of such request. If any ground or similar lease, deed of trust, or mortgage is terminated or foreclosed, Tenant shall, upon request, attorn to the landlord under such lease or the lender for the Building or purchaser at a foreclosure sale, as the case may be, and execute instrument(s) confirming such attornment. In the event of such a termination or foreclosure and upon Tenant's attornment as aforesaid, Tenant shall automatically become the tenant of the successor to Landlord's interest without change in the terms or provisions of this Lease; provided, such successor to Landlord's interest shall not be bound by (i) any payment of rent for more than one month in advance except prepayments of security for the Lease, if any, (ii) any obligation to pay for modifications or improvements previously made or to be made to the Leased Premises or to provide any allowance to pay for modifications or improvements, and/or (iii) any amendments or modifications of this Lease made without the prior written consent of the Lender. If this Lease is subject to the review and approval of Lender and Lender does not approve this Lease, then this Lease shall automatically be of no force or effect.

32. Estoppel Certificate.

Tenant agrees that it will, from time to time upon request by Landlord and within fifteen (15) days of such request, cooperate and execute and deliver to such persons as Landlord shall request an estoppel certificate in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that, to the best knowledge of Tenant, Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require. In the event that Tenant should fail to execute any such estoppel certificate within fifteen (15) days after requested by Landlord, Tenant shall be deemed to have approved the contents of such estoppel certificate in the form submitted to Tenant by Landlord, and Landlord is hereby authorized to so certify.

33. Attorneys' Fees.

In the event Tenant defaults in any of its obligations and Landlord hires an attorney to enforce Landlord's rights under this Lease and/or to collect amounts owed by Tenant, Tenant shall be responsible for Landlord's reasonable attorneys' fees and costs of litigation.

34. No Implied Waiver.

The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent 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 rent or to pursue any other remedy in this Lease provided.

35. Personal Liability.

The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the equity of Landlord in the Building and the Land, and Tenant agrees to look solely to Landlord's equity in the Building and the Land for recovery of any judgment from Landlord, it being intended that neither Landlord nor the shareholders, parents, affiliates, partners, members, or owners of Landlord shall be personally liable for any judgment or deficiency.

36. Notices.

Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified or registered and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, or by prepaid telegram or overnight delivery service (*e.g.*, Federal Express), or by sending the same by facsimile (with the original being sent by one of the other permitted means), addressed to the party to be notified at the applicable address stated in the Lease Summary or such other address, notice of which has been given to the other party pursuant to this Paragraph 36. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. Notice by personal delivery shall be effective on the day of personal delivery. Notice by prepaid telegram or overnight delivery service shall be effective on the first business day after said notice is sent. Notice by facsimile shall be effective on the day sent by facsimile (provided the original is sent by one of the other permitted means).

37. Severability.

If any term or provision of this Lease, or the application thereof to any person or circumstance 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 as 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 enforced to the fullest extent permitted by law, notwithstanding the invalidity of any other term or provision hereof.

38. **Recordation**.

Tenant agrees not to record this Lease; provided, however, Landlord shall execute and deliver a memorandum of this Lease, in recordable form, and suitable to provide record notice of this Lease, if so requested by Tenant. In the event a memorandum of this Lease is placed on the public land records by Tenant, Tenant agrees to execute and deliver to Landlord, within ten (10) business days after request therefor by Landlord (but no earlier than thirty (30) days prior to the expiration or earlier termination of the Lease Term), an appropriate document, in recordable form reasonably acceptable to Landlord, suitable to terminate such memorandum of record; and Landlord shall be entitled to record such termination instrument in the public land records.

39. **Governing Law**.

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina.

40. **Force Majeure**.

Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to any condition, matter or circumstance beyond the reasonable control of Landlord (collectively, "Force Majeure Matters"; each, a "Force Majeure Matter"), including, without limitation, the following: strikes; defaults or failures to perform by contractors or subcontractors; unavailability of materials; lockouts; acts of God; governmental restrictions, war or enemy action or invasion; civil commotion; insurrection; riot; mob violence; malicious mischief or sabotage; fire or any other casualty; adverse weather conditions or unusual inclement weather; a condemnation; failure of a governmental instrumentality to act in a timely fashion; any litigation or other legal proceeding which delays the approval of plans or the issuance of any grading or building permit for construction, including, without limitation, the issuance of an injunction enjoining such approval and/or issuance, as the case may be; any law, order or regulation of any governmental, quasi-governmental, judicial or military authority; or other similar cause. Without limiting the generality of the foregoing, in the event a Force Majeure Matter affects Landlord's construction and delivery obligation(s) relative to the Premises under this Lease, at Landlord's option, the Rent Commencement Date shall be extended by the same number of days as the number of days of delay caused by such Force Majeure Matter on the critical path of completing such construction and delivery obligation(s).

41. **Time of Performance**.

Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

42. **Transfers by Landlord**.

Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and Land referred to herein, and in such event and upon such transfer, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations, except those obligations of Landlord with respect to which a default exists as of the effective date of such transfer or assignment.

43. Commissions.

Landlord warrants and represents to Tenant that Landlord has not engaged or contracted with any person, firm or entity to serve or act as a broker, agent or finder, other than its Broker, for the purpose of leasing the Premises or in regard to this Lease. Tenant warrants and represents to Landlord that Tenant has not engaged, contracted with or dealt with any person, firm or entity, other than its Broker, to serve or act as a broker, agent or finder for the purpose of leasing the Premises or in regard to this Lease. Landlord agrees to be solely responsible for the payment of any commission to Broker relating to this Lease pursuant to a separate agreement between Landlord and Broker. Tenant shall and does hereby indemnify and hold harmless Landlord from and against any claim for any consulting fee, finder's fee, commission, or like compensation payable in connection with this Lease and asserted by any party arising out of any act or agreement by Tenant (excluding the commission payable by Landlord to Broker as described above), including reasonable attorneys' fees in defense thereof.

44. Effect of Delivery of this Lease.

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and such delivery does not constitute an offer to Tenant or an option in favor of Tenant. This Lease shall not be effective until an original executed by both Landlord and Tenant is delivered to and accepted by Landlord.

45. Real Estate Investment Trust.

During the Lease Term, should a real estate investment trust become Landlord hereunder, all provisions of this Lease shall remain in full force and effect except as modified by this Paragraph 45. If Landlord in good faith determines that its status as a real estate investment trust under the provisions of the Internal Revenue Code of 1986, as heretofore or hereafter amended, will be jeopardized because of any provision of this Lease, Landlord may request reasonable amendments to this Lease and Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such amendments do not (a) increase the monetary obligations of Tenant pursuant to this Lease or (b) in any other manner adversely affect Tenant's interest in the Premises.

46. Hazardous Materials.

46.1 To the best of Landlord's knowledge (without any inquiry or investigation), no chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, and no toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any governmental entity or agency (collectively, "Hazardous Materials") currently exist in the Building or on the Land or previously existed on the Land in violation of applicable governmental regulation. Throughout the Lease Term, Landlord shall not knowingly cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises, the Building or the Land by itself or its servants, agents, and employees; provided, however, minor quantities of Hazardous Materials may be used or stored in the Building and on the Land for cleaning purposes, in connection with the use of office equipment and the normal operation of offices by tenants and occupants of the Building and in connection with construction and maintenance activities relating to the Building and the Land, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Landlord agrees to promptly clean up any Hazardous Materials (other than those permitted above) which are placed in the Building or on the Land by Landlord or its servants, agents and employees and to remediate and remove any such contamination of the Building and/or the Land resulting from the acts of Landlord and its servants, agents and employees, at Landlord's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect, at no cost or expense to Tenant.

46.2 Throughout the Lease Term, Tenant shall not knowingly cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises, the Building or the Land by itself or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants; provided, however, minor quantities of Hazardous Materials may be used or stored in the Premises for cleaning purposes only or in connection with Tenant's permitted use of the Premises, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation. Tenant agrees to give Landlord prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises, the Building or the Land. Tenant agrees to promptly clean up any Hazardous Materials which are placed in the Premises or on the Land by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants and to remediate and remove any such contamination relating to the Premises, the Building and/or the Land, as appropriate, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. Additionally, Tenant hereby agrees to indemnify and hold harmless Landlord and Landlord's partners, officers, directors, members, affiliates, employees and agents from and against all loss, cost, damage, liability and expense (including attorneys' fees and expenses) arising from or relating to any Hazardous Materials which are placed in the Premises or the Building or on the Land by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants.

46.3 The terms and provisions in this Paragraph 46 shall survive the expiration or earlier termination of this Lease.

47. Landlord's Right of Relocation.

Intentionally deleted.

48. Evidence of Authority.

If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of Tenant and the authority of any parties signing this Lease to act for Tenant. By signing this Lease on Tenant's behalf, the signatory for Tenant hereby represents the truth of such facts to Landlord.

49. Survival of Obligations.

Notwithstanding any term or provision in this Lease to the contrary, any liability or obligation of Landlord or Tenant arising during or accruing with respect to the Lease Term shall survive the expiration or earlier termination of this Lease, including, without limitation, obligations and liabilities relating to (i) rent payments, (ii) the condition of the Premises and the removal of Tenant's property, and (iii) indemnity and hold harmless provisions in this Lease.

50. Confidentiality.

Intentionally omitted.

51. Miscellaneous Provisions.

The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease and the exhibits attached hereto; and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein or in the exhibits attached hereto. This Lease may not be modified except by a written instrument by the parties hereto. The terms "Landlord" and "Tenant" and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships and individuals as may fit the context, and the masculine gender shall be deemed to include the feminine and the neuter, and the singular number, the plural.

52. Special Stipulations.

52.1 Intentionally omitted.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

LANDLORD:

THE CITY OF KING

By: ______________________________

Name: ______________________________

Title: ______________________________

TENANT:

THE KING CHAMBER OF COMMERCE, INC.,
a North Carolina non-profit corporation

By: Cathy L Loveday

Name: Cathy L. Loveday

Title: Executive Director

<u>EXHIBIT A</u>

<u>To be inserted, if applicable, pursuant to Section 9.</u>

EXHIBIT B
Tenant's Parking Area
Fourteen spaces at southwest corner of the Building and south of the white line shown.

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

LANDLORD:

THE CITY OF KING

By: ______________________

Name: T. SCOTT BARROW

Title: CITY MANAGER

TENANT:

THE KING CHAMBER OF COMMERCE, INC.,
a North Carolina non-profit corporation

By: Cathy L. Loveday

Name: Cathy L. Loveday

Title: Executive Director

TRIPLE NET: Tenant shall be responsible for *ad valorem* taxes (if any), utilities, and maintenance related to the Premises.

The foregoing summary (the "Lease Summary") is hereby incorporated into and made a part of the Lease Agreement. In the event, however, of a conflict between the terms of the Lease Summary and the terms of the Lease Agreement, the latter shall control.

Initial: TBP (on behalf of Landlord)
Initial: CLK (on behalf of Tenant)