

**LEASE AGREEMENT**

**Between**

**CHATHAM COUNTY**

**a body politic and corporate of the State of North Carolina**

**as Landlord**

**and**

**GREEK KOUZINA, INC.**

**a North Carolina corporation**

**as Tenant**

Dated: 9/29, 2015

## TABLE OF CONTENTS

<b>SECTION 1 PREMISES</b> .....	<b>1</b>
<b>SECTION 2 TERM</b> .....	<b>1</b>
<b>SECTION 3 RENT</b> .....	<b>2</b>
<b>SECTION 4 LATE CHARGES</b> .....	<b>2</b>
<b>SECTION 5 SECURITY DEPOSIT</b> .....	<b>2</b>
<b>SECTION 6 HOLDING OVER</b> .....	<b>3</b>
<b>SECTION 7 UTILITY BILLS</b> .....	<b>3</b>
<b>SECTION 8 USE OF PREMISES</b> .....	<b>3</b>
<b>SECTION 9 INDEMNITY, INSURANCE</b> .....	<b>4</b>
<b>SECTION 10 PARKING</b> .....	<b>5</b>
<b>SECTION 11 REPAIRS BY LANDLORD</b> .....	<b>5</b>
<b>SECTION 12 REPAIRS BY TENANT</b> .....	<b>5</b>
<b>SECTION 13 ALTERATIONS</b> .....	<b>6</b>
<b>SECTION 14 DESTRUCTION OF OR DAMAGE TO PREMISES</b> .....	<b>6</b>
<b>SECTION 15 APPLICATION OF INSURANCE PROCEEDS</b> .....	<b>7</b>
<b>SECTION 16 GOVERNMENTAL ORDERS</b> .....	<b>7</b>
<b>SECTION 17 CONDEMNATION</b> .....	<b>8</b>
<b>SECTION 18 ASSIGNMENT AND SUBLETTING</b> .....	<b>8</b>
<b>SECTION 19 EVENTS OF DEFAULT</b> .....	<b>8</b>
<b>SECTION 20 LANDLORD’S RIGHT TO PERFORM</b> .....	<b>9</b>
<b>SECTION 21 EXTERIOR SIGNS</b> .....	<b>10</b>
<b>SECTION 22 LANDLORD’S ENTRY OF PREMISES</b> .....	<b>10</b>
<b>SECTION 23 EFFECT OF TERMINATION OF LEASE</b> .....	<b>10</b>
<b>SECTION 24 MORTGAGEE’S RIGHTS</b> .....	<b>10</b>
<b>SECTION 25 QUIET ENJOYMENT</b> .....	<b>11</b>
<b>SECTION 26 ATTORNEY’S FEES</b> .....	<b>11</b>
<b>SECTION 27 RIGHTS CUMULATIVE</b> .....	<b>11</b>
<b>SECTION 28 WAIVER OF RIGHTS</b> .....	<b>11</b>
<b>SECTION 29 ENVIRONMENTAL INDEMNIFICATION</b> .....	<b>11</b>
<b>SECTION 30 TIME OF ESSENCE</b> .....	<b>13</b>
<b>SECTION 31 ABANDONMENT</b> .....	<b>13</b>
<b>SECTION 32 DEFINITIONS</b> .....	<b>14</b>
<b>SECTION 33 NOTICES</b> .....	<b>14</b>

**SECTION 34 ENTIRE AGREEMENT ..... 14**  
**SECTION 35 AUTHORIZED LEASE EXECUTION..... 15**  
**SECTION 36 TRANSFER OF LANDLORD'S INTEREST..... 15**

**NORTH CAROLINA**

**CHATHAM COUNTY**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Lease") made an entered to this \_\_\_\_ day of September, 2015, by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina ("Landlord") and **GREEK KOUZINA, INC.**, a North Carolina corporation having its principal place of business in Pittsboro, North Carolina ("Tenant");

**W I T N E S S E T H:**

**SECTION 1  
PREMISES**

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter stated, provided for, and covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, a total of 3150 square feet of the restaurant space in Landlord's building located at 964 East Street, Pittsboro, North Carolina 27312, also known as the "Performance Building" (the "Building"), and being the same space formerly occupied by the Flamingo Restaurant (the "Premises"). Tenant has occupied the Premises since on or about September 12, 2011 as a subtenant of the then tenant, Flamingo of Pittsboro, LLC, and, and entered into a Lease with the Landlord on November 1, 2011. Tenant hereby accepts the Premises in "AS IS" condition, it being understood and agreed that there are no obligation or undertaking of Landlord prior to the Commencement Date and that as of the Commencement Date the Premises were in good condition and in all respect suitable for use as a restaurant.

**SECTION 2  
TERM**

The term of this Lease shall commence on the 1<sup>st</sup> day of October 2015 (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue for a period of five (5) years terminating on the 30<sup>th</sup> day of September, 2020 (the "Expiration Date").

**SECTION 3  
RENT**

Tenant agrees to pay Landlord without demand, deduction, or set off, the following annual rent: payable in equal monthly installments in advance on or before the first day of each calendar month during the term hereof:

October 1, 2015-September 30, 2016      Annual rental payment of \$42,000 (\$3,500 monthly) plus Direct TV subscription and ½ of propane bill

October 1, 2016-September 30, 2017      Annual rental payment of \$45,000 (\$3,750 monthly) plus Direct TV subscription and ¾ of propane bill

October, 1, 2017-September 30, 2018      Annual rental payment of \$48,000 (\$4,000 monthly) plus Direct TV subscription and 100% propane bill

October 1, 2018-September 30, 2019      Annual rental payment of \$51,000 (\$4,250 monthly) plus Direct TV subscription and 100% propane bill

October 1, 2019-September 30, 2020      Annual rental payment of \$54,000 (\$4,500 monthly) plus Direct TV subscription and 100% propane bill

Upon execution of this Lease, Tenant shall pay Landlord the first month's rent due hereunder.

**SECTION 4  
LATE CHARGES**

If Landlord fails to receive any rent payment within 15 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue, amount plus any actual bank fees or charges incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. This provision shall not be deemed to condone the late payment of rent or any other monetary obligation, and shall not be construed as giving Tenant an option to pay late by paying the late charge. Instead, all funds are due at the times specified in this Lease without any grace period. Failure to pay shall subject Tenant to all applicable default provisions provided hereunder or by law, and Landlord's remedies shall not be abridged by claiming or collecting a late charge.

**SECTION 5  
SECURITY DEPOSIT**

Tenant shall deposit \$4,500 with Landlord as a security deposit to be held as collateral security for the payment of any rentals and other sums of money for which Tenant shall become liable to Landlord, and for the faithful performance by Tenant of all covenants and conditions herein contained. If at any time during the term of this Lease, any of the rent herein required to be paid shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option, appropriate and apply all or any

portion of said deposit to the payment of any such overdue rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount to restore said security to the original sum of this Lease, and the failure to do so shall constitute an Event of Default under this Lease. Said deposit shall be returned to Tenant at the end of the term of this Lease provided Tenant shall have made all such payments and performed all such covenants and agreements. The holder of any mortgage or deed of trust secured by the Premises shall not be responsible for the return of the security deposit unless actually received by such holder.

## **SECTION 6 HOLDING OVER**

In the event of holding over by the Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall (i) pay Landlord, within thirty (30) days after Landlord's written demand therefore, all damages caused by Tenant's holding over (including, without limitation, all claims for damages by any other tenants to whom Landlord may have leased the Premises and all losses suffered by Landlord arising out of other agreements concerning the Premises which Landlord is unable to honor, in whole or in part, as a result of Tenant's holding over) and all attorneys fees incurred by Landlord as a result of Tenant's holding over and (ii) pay to Landlord one hundred fifty percent (150%) of all rent owed by Tenant to Landlord in accordance with the terms of this Lease. Any holding over with Landlord's written consent shall constitute a lease from month to month under all the terms and provisions of this Lease, and not a renewal or extension of this Lease, and unless otherwise agreed in writing, either Landlord or Tenant may terminate this Lease upon at least thirty (30) days prior written notice to the other.

## **SECTION 7 UTILITY BILLS**

Landlord shall provide and pay for the following utilities: electricity, water and sewer, , pest control, and Direct TV service including sports package. Propane shall be prorated as set forth above in Section 3, for the first two (2) years of the term, and paid 100% for the final three (3) years by Tenant. All utilities to be furnished by Landlord have been hooked-up and installed. Tenant shall contract in its own name for all other utilities it desires, and shall promptly pay all charges for such utilities.

## **SECTION 8 USE OF PREMISES**

A. The Premises shall be used as a restaurant and for no other purpose or purposes. Tenant agrees not to commit waste on the Premises and not to use the Premises in violation of

any certificate of occupancy, or for any purpose that may constitute a nuisance, public or private, nor suffer any dangerous article to be brought on the Premises unless safeguarded as required by law. Tenant agrees to reasonably, promptly, and effectively comply with all applicable statutes, regulations, rules, ordinances, orders, and requirements of all governmental authorities including, but not limited to, the American with Disabilities Act of 1990. Landlord agrees to give notice promptly to Tenant of any notice from any governmental authorities in respect of the Premises including, without limitation, any notice pertaining to air and water quality, Hazardous Materials, waste disposal, air emissions, and other environmental matters, and any direction of any public agency that imposes any duty upon Landlord or Tenant with respect to the use or occupancy of the Premises. Tenant may, in good faith, dispute the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Tenant agrees that any such contest shall be prosecuted to a final conclusion as speedily as possible, and Tenant will save Landlord harmless with respect to any actions taken by any governmental authority with respect thereto.

B. Tenant's use of the Premises will be such as to comply with all requirements of each Mortgagee (if there be a mortgage on the Premises), including, but not limited to, each Mortgagee's requirements with respect to Hazardous Materials and the Americans with Disabilities Act of 1990.

C. Tenant's use of the Premises will be such as to comply with all requirements of fire, public liability and other policies of insurance with respect to the Premises.

## **SECTION 9 INDEMNITY, INSURANCE**

Tenant agrees to and hereby does indemnity and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance against claims for personal and bodily injury, death or property damage occurring upon, in, or about the Premises with limits of \$500,000.00 per person and \$500,000.00 per accident, and property damage limits of \$300,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this Section, and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the Commencement Date of this Lease, and on or before each anniversary of the Commencement Date. Landlord and Tenant each hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

**SECTION 10  
PARKING**

Tenant, its employees, agents, customers, invitees, and licensees shall have the right in common with other tenants of the Buildings to use and occupy parking spaces in Landlord's parking lot located in front of the Buildings for parking cars, light trucks, and SUV's ("motor vehicles"), but not other vehicles. All motor vehicles (including all contents thereof) shall be parked in the spaces at the sole risk of Tenant, its employees, agents, customers, invitees, and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof) and that Landlord is not responsible for the protection and security of such persons and vehicles. Landlord shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of, or in connection with, the parking and use of said motor vehicles in any of the spaces, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all costs, claims, expenses, and/or causes of action which Landlord may incur in connection with or arising out of Tenant's use of the spaces pursuant to this Lease. Tenant, its employees, agents, customers, invitees, and licenses shall comply with all rules and regulations established by Landlord governing the use of the parking lot.

**SECTION 11  
REPAIRS BY LANDLORD**

Landlord agrees to keep in good repair the roof, foundation and exterior walls of the Premises (exclusive of any glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees, or invitees. Landlord shall maintain the grounds surrounding the building in which the Premises are located, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

**SECTION 12  
REPAIRS BY TENANT**

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to portions of the Premises and replacement of parts, compressors, air handling units and heating units) any and all other improvements located therein or thereon, save and except only those repairs expressly required to be made by Landlord in the preceding section. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, broom clean and in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from



any liability, claim, demand or cause of action arising on account of Tenants breach of the provisions of this paragraph.

### **SECTION 13 ALTERATIONS**

Tenant shall not make any alterations, additions, or improvements to the Premises (except painting, decorating, and other minor aesthetic changes) without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved prior to the work's commencing by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination or expiration of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's trade fixtures or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such trade fixtures or equipment.

### **SECTION 14 DESTRUCTION OF OR DAMAGE TO PREMISES**

If the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice to Landlord. If the Building or any part thereof, or access thereto, shall be so damaged or destroyed by fire or other casualty such that substantial alteration or reconstruction of the Building and/or access thereto shall, in the good faith and reasonable determination of Landlord's Architect, be required, with such repair taking longer than ninety (90) days (whether or not the Premises shall have been damaged by such casualty), or in the event of any material uninsured loss to the Building, or in the event of any substantial damage to the Building within the final year of the Term, Landlord may, at its option, terminate this Lease by notifying Tenant in writing within thirty (30) days after the date of such damage. In case the Premises or access to the Premises shall be so damaged by fire or other casualty such that substantial alterations or reconstruction of the Premises shall, in the good faith and reasonable determination of Landlord's Architect, be required, Tenant shall have the right to terminate this Lease upon thirty (30) days prior written notice to Landlord if Landlord (i) has not completed, (ii) cannot complete or (iii) in the opinion of Landlord's Architect, cannot reasonably be expected to complete substantially the making of any required repairs and restorations within ninety (90) days from the date of such damage or destruction. Rent shall abate and be prorated as of the date such damage occurs and during any period of repair and restoration to the extent the Premises or any material part thereof are rendered unusable or access thereto is denied Tenant. If neither Landlord nor Tenant elect to terminate this Lease, Landlord shall commence and diligently proceed to restore and repair the Building and the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not exceed the amount of insurance funds available to Landlord to be used for restoration or

repair. When Landlord's work with respect to such reconstruction or restoration has been completed, Tenant shall complete the restoration of the Premises, including the reconstruction of all leasehold improvements and the restoration of Tenant's furniture and equipment. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business or property of Tenant resulting in any way from such damage or repair, except that Landlord shall allow Tenant a fair diminution of rent during the time and to the extent the Premises or any material portion thereof are unfit for occupancy. If the casualty results from the gross negligence or intentional misconduct of Tenant or any of Tenant's agents, employees or invitees, rent 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 to the extent such cost and expense is not covered by insurance proceeds.

## **SECTION 15 APPLICATION OF INSURANCE PROCEEDS**

If this Lease is terminated by reason of casualty, damage or destruction, each party shall be entitled to retain the insurance proceeds awarded to such party by that party's insurer. If this Lease is not terminated by reason of any such damage or destruction, then all insurance proceeds payable by reason of damage or destruction to the Building or Premises, or access thereto, shall be disbursed to the party making such repairs in a manner reasonably satisfactory to Landlord for use in reconstruction of the Building or Premises, or access thereto. Upon completion of the repairs or reconstruction of such building, any remaining insurance proceeds shall be paid to the party whose policies provided such proceeds. Landlord's obligations to repair or reconstruct the Building shall be contingent upon whether adequate insurance proceeds are made available under the policies of insurance that Landlord maintains.

## **SECTION 16 GOVERNMENTAL ORDERS**

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party as herein provided, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before the termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

**SECTION 17  
CONDEMNATION**

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease, from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority.

**SECTION 18  
ASSIGNMENT AND SUBLETTING**

Tenant shall not, without the prior written consent of Landlord, which may be withheld in Landlord's absolute discretion, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

**SECTION 19  
EVENTS OF DEFAULT**

- A. Each of the following occurrences relative to Tenant shall constitute an "Event of Default":
- i. The failure or refusal by Tenant to make the timely payment of any rent or other sums payable under this Lease when and as the same shall become due and payable; or
  - ii. The failure or refusal by Tenant to restore and maintain the security deposit in an amount of at least \$4,500; or
  - iii. The abandonment or vacating a portion or all of the Premises; or
  - iv. The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Tenant; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or any of Tenant's property; or a proceeding by any governmental authority for the dissolution or liquidation of Tenant; or
  - v. The failure by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions provided in this Lease, other than those referred to in i., ii, iii, or iv above, for a period of ten (10) days after notice from Landlord to Tenant specifying the items in default; or

vi. The occurrence of any other event herein provided to be an event of default.

B. This Lease and Term are hereby made subject to the limitation that if and whenever any Event of Default shall occur, Landlord may, at Landlord's option and without order of any court or further written notice to Tenant, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following:

i. Terminate this Lease in which event Tenant shall immediately surrender possession of the Premises to Landlord;

ii. Enter upon or take possession of the Premises, securing it against unauthorized entry and expel or remove Tenant and any other occupant therefrom with or without having terminated the Lease;

iii. Alter locks and other security devices at the Premises.

C. Exercise by Landlord of any one or more remedies shall not constitute an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

D. If Landlord repossesses the Premises without terminating the Lease, then Tenant shall pay to Landlord all rent and other indebtedness accrued to the date of such repossession, which is hereby accelerated at such time, plus rent and any other sums required to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided below). Re-entry by Landlord will not affect the obligations of Tenant for the unexpired Term. Tenant shall not be entitled to any excess of any rent obtained by reletting over the rent herein reserved. Actions to collect amounts due by Tenant may be brought on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

E. Upon the occurrence of an Event of Default, to the extent the same were not deducted under subparagraph D above, Tenant shall also pay to Landlord: the cost of removing from the Premises and storing Tenant's or any other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new Tenant or Tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorney's fees and court costs.

F. Upon termination or repossession of the Premises for an Event of Default, Landlord shall not be obligated to relet or attempt to relet the Premises, or any portion thereof, or to collect rent after reletting, but Landlord shall have the option to relet or attempt to relet. In the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any Tenant and for any use or purpose.

## **SECTION 20 LANDLORD'S RIGHT TO PERFORM**

If Tenant commits a default in the making of any payment or in the doing of any act herein required to be made or done by Tenant and which is capable of being made or done by Landlord, then Landlord may, at its option, but shall not be required to, make such payment or do such act; provided, however, that except in the case of an emergency, for which no notice is required, Landlord shall not make any payment or perform any such act without giving Tenant five (5) days prior written notice of its intention to do so. The amount of the expense thereof, if made or done by Landlord, shall be charged to Tenant as additional rent, payable on demand,

and the late charge specified in Section 4 shall accrue from the date paid or performed by Landlord; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord may be entitled because of any breach on the part of Tenant of any term, covenant, or condition therein, nor shall the acceptance of rent herein by Landlord either from Tenant or anyone in Tenant's behalf, whether or not such delay or acceptance be with knowledge on the part of Landlord of such breach, prejudice Landlord's privilege to invoke such remedy, which privilege shall continue until such breach is cured.

## **SECTION 21 EXTERIOR SIGNS**

Tenant shall place no signs upon the outside walls or roof of the Premises or the Building, except with the express written consent of the Landlord, which may be withheld in Landlord's absolute discretion. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and all damage incident to removal thereof. Tenant may continue to use the freestanding sign located in front of the Building along East Street at no additional cost or charge until such time as Landlord determines that it needs to use the sign for its own purposes. Landlord shall give Tenant thirty (30) days prior written notice that it has need of the sign.

## **SECTION 22 LANDLORD'S ENTRY OF PREMISES**

Landlord may advertise the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

## **SECTION 23 EFFECT OF TERMINATION OF LEASE**

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

## **SECTION 24 MORTGAGEE'S RIGHTS**

Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

**SECTION 25**  
**QUIET ENJOYMENT**

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

**SECTION 26**  
**ATTORNEY'S FEES**

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

**SECTION 27**  
**RIGHTS CUMULATIVE**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restricted to those given by law.

**SECTION 28**  
**WAIVER OF RIGHTS**

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

**SECTION 29**  
**ENVIRONMENTAL INDEMNIFICATION**

A. Tenant covenants that the Premises shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, and Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant, the installation of Hazardous Materials in the Premises or a release of Hazardous Materials onto the Premises or suffer the presence of Hazardous Materials on the Premises. "Hazardous Materials" means any hazardous or toxic substance, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable federal, state, or local law, ordinance, or regulation including, but not limited to the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund"), the Clean Air Act, and the Clean

Water Act. Tenant shall comply with and ensure compliance by all licensees, guests, invitees, employees, agents and contractors with all environmental laws with respect to Hazardous Materials and shall keep, or cause to be kept, the Premises free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. In the event that Tenant receives any notice from any governmental agency with regard to Hazardous Materials on, from, or affecting the Premises, Tenant shall immediately notify Landlord. Tenant shall conduct and complete or cause there to be conducted and completed, all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies. Tenant shall provide written notice within three (3) days to any mortgagee of the Premises or its assignee of its receipt of any notice, citation, summons, complaint or other written communication alleging a violation or potential violation of any environmental law with respect to the Premises, or of any notice of other claim relating to the environmental condition of the Premises, or of its discovery of any matter which would make any of its representations, warranties or covenants with respect to the Premises to be inaccurate or misleading in any respect.

B. Tenant, on behalf of itself and its heirs, successors, and assigns, does hereby agree to defend, indemnify, and hold harmless Landlord, its employees, agents, and contractors, if any, and all of such persons' heirs, successors, and assigns, in the event that any third party, whether public or private, asserts against Landlord any claims, demands, actions, causes of action, injunctions, order or directives, whether at law or in equity or by administrative action, seeking redress for any environmental damage, natural resource damage, property damage, bodily injury, violation of law, or any other loss, cost, debt, damage, or liability of any and every kind or nature whatsoever arising or coming into existence at the time of or after the Commencement Date of this Lease, whether know or unknown, suspected or unsuspected, liquidated or unliquidated (collectively "Claims"), including but not limited to those arising out of:

- i. Releases to or from, or contamination of, the Premises or any other area, including, without limitation, any air, water, or land, of or by any toxic, hazardous, or otherwise dangerous or harmful substance, or solid waste, used, treated, stored, disposed of, or otherwise handled at or around the Premises by any person or entity after the Commencement Date of this Lease;
- ii. Violation of any laws, rules, regulations, permits, order or directives pertaining to such activities if such violation arises out of activities performed on or conditions existing at the Premises after the Commencement Date of this Lease; and/or
- iii. Any obligation of Tenant to act or refrain from acting as ordered or directed by any governmental agency or court of law including without limitation any obligation that might otherwise be imposed on Landlord because of Landlord's possible status as operator of the Premises, or any part thereof, or as a permittee under any permit issued pursuant to any environmental law relating to the Premises, or any part thereof after the Commencement Date of this Lease.

Without limiting the foregoing in any way, this agreement to defend, indemnify, and hold harmless shall include the obligation to pay reasonable attorney's and consultant's fees and other legal and professional costs incurred in defense of such claims. Moreover, in the event that a party to this Lease is determined by a court of competent jurisdiction to have breached or violated the terms hereof then, in the court's discretion, the court may award any and all reasonable costs and fees including those of attorneys, consultants, and other professionals to the party substantially prevailing in the dispute and/or litigation.

With respect to the defense of any matter for which the Landlord is indemnified, Tenant shall conduct such defense with counsel reasonably acceptable to Landlord. If Landlord elects to retain additional or substitute counsel in connection with any matter for which Landlord claims indemnification, the cost of such counsel shall be borne solely by Landlord.

Claims specifically further include but are not limited to:

- iv. Any obligation to perform or fund any investigation, cleanup, remediation, abatement, or corrective action of any condition as required by any governmental agency or court of law;
- v. Any administrative, civil, or criminal fines, penalties or forfeitures sought by any governmental agency or third party arising out of (a) activities performed on or conditions existing at the Premises after the Commencement Date or (b) Tenant's commitment to act or refrain from acting after the commencement date with respect to conditions at the Premises.

C. Tenant on its own behalf and on the behalf of its successors and assigns, and all of its respective officers, directors, employees, agent, and contractors, does hereby forever release, discharge, and acquit the Landlord, its employees, agents, and contractors and all of their respective heirs, successors, and assigns of and from any and all claims, demands, obligations, liabilities, or other causes of action existing at the time of or after the Commencement Date of this Lease, or hereafter arising, whether known or unknown, suspected or unsuspected, liquidated or unliquidated.

D. The obligations, terms and provisions of this Release and Indemnity and the obligations hereunder shall remain in full force and effect for ten (10) years after the Expiration Date.

### **SECTION 30 TIME OF ESSENCE**

Time is of the essence in this Lease.

### **SECTION 31 ABANDONMENT**

Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and



available to landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

### SECTION 32 DEFINITIONS

“Landlord” as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. “Tenant” shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Tenant’s assignees or sublessees. “Landlord” and “Tenant” include male and female, singular and plural, corporation, partnership, or limited liability company, or individual, as may fit the particular parties.

### SECTION 33 NOTICES

Any notice required or permitted to be given hereunder shall be deemed to be given when (a) hand delivered; (b) three (3) business days from the date deposited in the U.S. Mail and sent certified mail, return receipt requested; or (c) one (1) business day after pickup by Federal Express, or similar overnight express service under a next day guaranteed delivery service, in either case addressed to the parties at their respective addresses referenced below:

If to Landlord:

Chatham County  
Attention: County Manager  
12 East Street  
P.O. Box 1809  
Pittsboro, North Carolina 27312

If to Tenant:

Greek Kouzina, Inc.  
c/o Mohammed Matarieyeh  
3639 Marshland Way  
Raleigh, NC 27610

*2515 Perthshire Ln  
Fuquay Varina NC  
27526*

Or in each case to such other address as the parties may from time to time designate by giving notice in writing to the other parties. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

### SECTION 34 ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

**SECTION 35  
AUTHORIZED LEASE EXECUTION**

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

**SECTION 36  
TRANSFER OF LANDLORD'S INTEREST**

In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder.

Landlord and Tenant agree not to record this Lease. At Tenant's request and sole cost and expense, the parties shall prepare, execute and record a memorandum hereof which shall include a summary of such terms of this Lease as the Landlord and Tenant deem appropriate.

This Lease is a public record.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

CHATHAM COUNTY

By: 

\_\_\_\_\_  
Charlie Horne, County Manager

GREEK KOUZINA, INC.

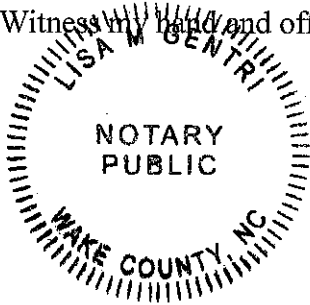
By: 

\_\_\_\_\_  
Mohammed Matarieyeh, President

NORTH CAROLINA  
CHATHAM COUNTY

I, a Notary Public for WAKE County and State of North Carolina, do hereby certify that Charlie Horne, County Manager of Chatham County, North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of Chatham County.

Witness my hand and official seal or stamp, this 29 day of September, 2015.



(Seal)

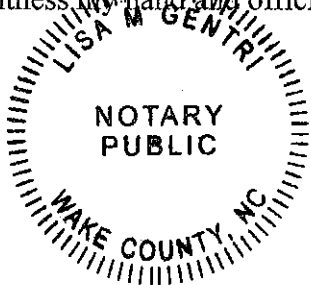
Lisa M. Gentry  
Lisa M. Gentry, Notary Public  
(printed name)

My commission expires: 5/4/2015

NORTH CAROLINA  
CHATHAM COUNTY

I, a Notary Public for WAKE County and State of North Carolina, do hereby certify that Mohammed Matarieyeh, President of Greek Kouzina, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal or stamp, this 29 day of September, 2015.



(Seal)

Lisa M. Gentry  
Lisa M. Gentry, Notary Public  
(printed name)

My commission expires: 5/4/2015