

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of August 25th, 2017 between T R Properties, Inc. ("Landlord") and [REDACTED], (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 714 Memorial Boulevard N., Martinsville, Va. (the "Premises") Post office Martinsville, Virginia 24112.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 60 months commencing on November 1, 2017, (the "Lease Commencement Date") and terminating on October 31, 2022 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$18,000.00 ("Rent"). Monthly installments of Rent equal to See attached addendum shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. A late charge of ten percent (10%) is charged and accrued if rent is not received by Lessor within five (5) days of the due date. There will be an annual 3% rent increase on the commencement anniversary. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc. P.O. Box 3565, Martinsville, VA. 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant and shall include water, sewer, gas, and electricity. Tenant is responsible for trash removal.

6. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share n/a of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas: maintenance of existing landscaping including mowing, utility charges for lighting of the parking, service and access areas, sweeping, snow removal and re-stripping of the parking, service and access areas; and repairs of the parking area lights and light standards.

7. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls, foundation, and roof. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also replace any cracked or broken glass in or about the Premises.

8. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

9. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

10. Default. The occurrence of any one or more of the following shall constitute a default by Tenant under this Lease:

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

11. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

12. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured there under, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

13. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

14. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and

repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

15. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

16. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

17. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

18. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

19. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

20. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 1500.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this

Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply, or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. IF any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

21. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estopped certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than N/A. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at [REDACTED] Martinsville, VA 24112 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

TENANT:

T R Properties, Inc.

BY:

(SEAL)

T. G. Dalabaris, President

Witness

8-25-17

Date

FIRST ADDENDUM TO LEASE AGREEMENT
Exhibit A

THIS FIRST ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 25th day of August, 2017 (the "Lease") by and between TR Properties, Inc. ("Landlord") and [REDACTED] ("Tenant"). Unless the context otherwise requires, the terms used in this Addendum shall have the same meanings as provided in the Lease.

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

Year 1: November 1, 2017 – October 31, 2018 - \$1500.00 per month

Year 2: November 1, 2018 – October 31, 2019 - \$1545.00 per month

Year 3: November 1, 2019 – October 31, 2020 - \$1591.35 per month

Year 4: November 1, 2020 – October 31, 2021 - \$1639.09 per month

Year 5: November 1, 2021 – October 31, 2022 - \$1688.27 per month

LANDLORD:

TR Properties, Inc.

By: _____

T.G. Balabanis, President

[REDACTED]
Witness

TENANT:

By: _____

[REDACTED]
Address

[REDACTED]
Social Security #

8-25-17
Date

By:

Address

VA 24112

Martinsville

Social Security #

By:

Address

Collinsville
24078

Social Security #

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of February 3rd, 2017 between T R Properties, Inc. ("Landlord") and [REDACTED], (Tenant).

1. PREMISES. Landlord hereby leases to Tenant 722 N. Memorial Boulevard, Martinsville, Va. (the "Premises") Post office Martinsville, Virginia 24112. This lease is to include an additional footage of 25 feet on the south side of the building.

2. TERM. The initial term of this Lease ("the Initial Term") shall be a period of 12 months commencing on March 1, 2017, (the "Lease Commencement Date") and terminating on February 28, 2018 or on such date as this Lease is sooner terminated. Tenant may extend the Initial Term for 1 extension term(s) of 12 months (each) (each an "Extension Term") by giving written notice of such extension to Landlord at Landlord's Address (as defined below) not later than three (3) months before the expiration of the then-current term of this Lease. Notwithstanding the foregoing, if Tenant is or has been in default under this Lease at any time prior to the commencement of any Extension Term, then this right granted to Tenant hereby shall lapse and be of no further force or effect. All terms and conditions applicable to any such Extension Term, except for Rent, shall be the same as those applicable to the Initial Term. The Initial Term, as extended by any Extension Term, is hereinafter referred to as the "Term".

3. Rent. During the Initial Term, Tenant shall pay to Landlord or their designated agent an annual rent of \$9450.00 ("Rent"). Monthly installments of Rent equal to See attached addendum shall be payable in advance on the Lease Commencement Date and on the first day of each calendar month thereafter. Rent for the first extension term will increase to \$ to be negotiated with monthly installments of \$ n/a. Rent during the second extension term shall increase to n/a with monthly installments of n/a. All payments of Rent shall be made without deduction, setoff, or demand, by Tenant's check made payable to T R Properties Inc. P.O. Box 3565, Martinsville, VA. 24115.

4. Use of Premises. Tenant shall use and occupy the Premises for the permitted use of [REDACTED] (business name) and for no other use or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises for any unlawful purpose or in any manner that will constitute waste, nuisance, or annoyance to Landlord or other tenants or users of the Premises. Tenant shall comply with all present and future laws, ordinances, regulations, permits, and orders concerning the use, occupancy, and condition of the Premises and all property located therein. Tenant shall not bring or permit to be brought or kept in or about the Premises any flammable, combustible, hazardous, or explosive fluid, material, chemical, or substance and must comply with all federal and state fire and EPA regulations.

5. Utilities. All utilities shall be paid by the tenant and shall include water, sewer, trash, gas and electricity.

6. Common Area Maintenance (CAM). Lessor shall maintain the common areas in good order, condition, and repair. Beginning on the commencement date, Lessee shall reimburse the Lessor for Lessee's proportionate share \$25.00 of the following direct costs paid by Lessor in connection with the maintenance and repair of the common areas: maintenance of existing landscaping including mowing, utility charges for lighting of the parking, service and access areas, sweeping, snow removal and re-stripping of the parking, service and access areas; and repairs of the parking area lights and light standards.

7. Maintenance. Landlord agrees to maintain the structure of the Premises limited to the exterior building walls and foundation. Tenant shall regularly maintain in first-class condition the interior of the Premises, the plumbing, electrical, heating, and air conditioning systems, all Tenant signage, and the front and rear doors of the Premises. Tenant shall also be responsible for the roof and replace any cracked or broken glass in or about the Premises.

8. Alterations. Tenant shall accept the Premises in their "as is" condition as of the Lease Commencement Date. Tenant will not make or permit anyone to make alterations, additions, improvements, or other changes, structural or otherwise, in or to the Premises without the prior written consent of Landlord.

9. Subletting and Assignment. Tenant shall not assign, transfer, mortgage, or otherwise encumber this Lease or all or any of Tenant's rights hereunder or interest herein, or sublet, rent, or permit the occupancy of any or all of the Premises, without obtaining prior written consent of Landlord.

10. Default. The occurrence of any one or more of the following shall

- (a) If Tenant shall fail to pay any payment of Rent when due;
- (b) If Tenant shall violate or fail to perform any other term, condition, covenant, or agreement to be performed or observed by Tenant under this Lease, and such failure shall continue for a period of ten (10) days after written notice thereof;
- (c) If Tenant shall vacate, abandon, or fail to continuously occupy the Premises or diligently operate its business at the Premises;
- (d) An Event of Bankruptcy (as defined below); or
- (e) A dissolution or liquidation of Tenant.

If there shall be any default by Tenant under this Lease, including without limitation any default by Tenant prior to the Lease Commencement Date, then Landlord shall have the right, at its sole option, to terminate this Lease. In addition, with or without terminating the Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Premises being hereby expressly waived. If there shall be any default under this Lease by Tenant, then, whether or not his Lease is terminated by reason of Tenant's default, Tenant nevertheless shall remain liable for (i) the difference between (A) any Rent due through the date this Lease would have expired had such termination not occurred, plus any expenses incurred by Landlord in repossessing, improving, and reletting the Premises, minus (B) the net proceeds of any reletting; and (ii) all expenses (including attorneys' fees) incurred by Landlord with respect to any action instituted by Landlord to enforce the provisions of this Lease.

11. Bankruptcy. An Event of Bankruptcy is: (a) when Tenant or any guarantor of Tenant ("a Guarantor") becomes insolvent, as that term is defined in Title 11 of the United States Code ("the Bankruptcy Code"), or under the insolvency laws of any state (the "Insolvency Laws"); (b) appointment of a receiver or custodian for any property of Tenant or a Guarantor, or the institution of a foreclosure or attachment action upon any property of Tenant or a Guarantor; (c) filing of a voluntary petition by Tenant or a Guarantor under the provision of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days of filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant's or a Guarantor's making or consenting to an assignment for the benefit of creditors or a composition of creditors.

12. Insurance. Landlord shall furnish fire insurance for the Premises. Tenant covenants and agrees to furnish all-risk insurance coverage on Tenant's property in or about the Premises and broad form general liability insurance in the amount of One Million Dollars. Tenant shall cause all such insurance policies to name Landlord an additional insured there under, and shall deliver to Landlord on an annual basis certificates of insurance confirming compliance by Tenant with the requirements of this Paragraph 11. Tenant shall indemnify and hold Landlord, its employees and agents harmless from and against any and all claims, losses actions, damages, liabilities, and expenses including attorneys' fees, suffered by or claimed against Landlord, directly or indirectly, based on arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises, or any portion thereof, (b) any act or omission or Tenant or Tenant's agents, employees, invitees, subtenants, assignees, and contractors, (c) any default, breach, violation, or nonperformance of Tenant's obligations or covenants under this Lease, or (d) any entry by Tenant, its agent, employees, or contractors upon the Premises prior to the Lease Commencement Date.

13. Liability of Landlord. Landlord, its agents, and employees shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, assignees, subtenants, family members, guests or trespassers, for any damage (including direct and consequential damage) or loss to the property of Tenant or others located in or about the Premises or the Center, or for any accident or injury to persons in or about the Premises or the Center, or for any other loss, compensation or claim (including but not limited to claims for interruption or loss of Tenant's business) based on, arising out of, or resulting from any cause whatsoever except with respect to physical injury to natural persons or damage to personal property caused by the gross negligence or willfully misconduct of Landlord or its employees.

14. Damage. If the Premises or Center is totally or partially damaged or destroyed from any cause, thereby rendering the Premises totally or partially inaccessible or unusable, then landlord shall diligently restore and repair the Premises and the Center to substantially the same condition they were in prior to such damage; provided, however, that if in Landlord's sole

judgment such repairs and restoration cannot be completed within ninety (90) days after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans, and issuance of all required governmental permits), then Landlord shall have the right, at its sole option, to terminate this Lease by given written notice of such termination to Tenant within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is terminated pursuant to the preceding sentence, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then Rent payable shall be apportioned and paid to the date of termination. If this Lease is not terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete (as determined by the Center's architect), Tenant shall be required to pay Rent only for those portions of the Premises that Tenant is able to use while such repair and restoration are being made. Except as otherwise provided herein, Landlord shall bear the costs of repairing and restoring the Premises and the Center. Notwithstanding any other provision of this Lease to the contrary, if any damage or destruction to the Premises an/or the Center was caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees, subtenants, assignees, customers, clients, family members, or guests, then Tenant shall pay to Landlord the amount of such costs and repair and restoration.

15. Holding Over. If Tenant shall not immediately surrender possession of the Premises at the expiration or earlier termination of this Lease, then Tenant shall become a tenant from month to month, and the rent payable hereunder shall be increased to the greater of one hundred ten percent (110%) of the monthly installments of Rent set forth in Paragraph 3 above, or the monthly rent, if any, set forth in Paragraph 3 for any Extension Term that otherwise would have commenced upon the expiration of the Lease. Unless and until Landlord shall accept any payments of Rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises.

16. Signage. Tenant shall not paint, affix, or otherwise display any sign, advertisement, or notice on any part of the exterior or interior of the common areas of the Center, any part of the exterior of the Premises, or any part of the interior of the Premises that is visible from the exterior without prior approval of the landlord. If any such item that has not been approved by Landlord is so displayed, then Landlord shall have the right to remove such item at Tenant's expense or require Tenant to do the same. Tenant agrees to erect sign at his own expense within 60 days of commencement of lease.

17. Inspection. Tenant shall permit Landlord and its designees to enter the Premises, without charge therefore and without diminution of Rent, to inspect and exhibit the Premises and make such alterations and repairs as Landlord may deem necessary.

18. Subordination; Attornment. This Lease is subject and subordinate to the lien, provisions, operation, and effect of all mortgages, deeds of trust, ground leases, or other security instruments which may now or hereafter encumber the Centre (collectively "Mortgages"), to all funds and indebtedness intended to be secured thereby, and to all renewals, extensions, modifications, recastings, or refinancings thereof. If the Centre is sold at a foreclosure sale or by deed in lieu of foreclosure, or if Landlord's interest in the Centre is transferred, then, at the request of such purchaser, Tenant shall attorn to such purchaser and shall recognize such purchaser as the landlord under this Lease. Within five (5) days after request therefore, Tenant shall execute, acknowledge, and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

19. Condemnation. If a substantial part of the Premises shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose or sold under threat of such a taking or condemnation (collectively, "condemned"), then this Lease shall terminate on the date title thereto vests in such authority and rent shall be apportioned as of such date. If twenty-five percent (25%) or more of the Centre is condemned, then whether or not any portion of the Premises is condemned, Landlord shall have the right to terminate this Lease as of the date title vests in such authority. All awards, damages, and other compensation paid by such authority on account of such condemnation shall belong to Landlord, and Tenant assigns to Landlord all rights to such awards, damages, and compensation.

20. Security Deposit. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit of \$ 800.00. Such security deposit shall be security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under this Lease. Within approximately thirty (30) days after the later of (a) the expiration or earlier termination of the Lease Term, or (b) Tenant's vacating the Premises, Landlord shall return such security deposit to Tenant, less such portion thereof as Landlords shall have appropriated to satisfy and default under this Lease by Tenant. If there shall be any default under this Lease by Tenant, then Landlord shall have the right, but shall not be obligated, to use, apply,

or retail all or any portion of the security deposit for the payment of Rent, any other sum as to which Tenant is in default, or amount Landlord may spend or become obligated to spend or for the compensation of Landlord for any losses incurred, by reason of Tenant's default, including, but not limited to, any damage or deficiency arising in connection with the reletting of the Premises. If any portion of the security deposit is so used or applied, then within three (3) business days after written notice to Tenant of such use or application, Tenant shall deposit with Landlord cash in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall constitute a default under this Lease.

21. Miscellaneous.

(a) Binding effect. The covenants, conditions, agreements, terms, and provisions herein contained shall be binding upon, and shall insure to the benefit of, the parties hereto and each of their respective personal representatives, successors, and assigns.

(b) Time of the Essence. Time is of the essence in the performance of all of Landlord's and Tenant's obligations under this Lease.

(c) Invalidity. If any provision of this Lease shall be invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions shall not be affected thereby.

(d) Survival. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

(e) Landlord's Estate. If Tenant or any of Tenant's employees, agents, subtenants, licensees, or concessionaires is awarded a money judgement against Landlord, the sole recourse for satisfaction of such judgement shall be limited to execution against the estate and interest of Landlord in the Center. No other assets of Landlord or any partner or officer of Landlord shall be available to satisfy or be subject to such judgement.

(f) Estoppel Certificates. From time to time upon ten (10) days' prior written notice, Tenant and each subtenant, assignee, or occupant of Tenant shall execute, acknowledge, and deliver to Landlord and any designee of Landlord a written estoppel certifying such matters as Landlord may request. Any such statement may be relied upon by any interested person or entity. Tenant acknowledges that time is of the essence to the delivery of such statements, and Tenant shall be liable for all such damages resulting from, either directly or indirectly, Tenant's failure to deliver timely such statements. In the event Tenant fails to deliver any such statements within the aforesaid time period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such statement on behalf of Tenant.

(f) Brokers. Landlord and Tenant each warrants that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than N/A. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any other broker, agent, or finder employed by Tenant or with whom Tenant has dealt.

(g) Notices. All notices, required, or permitted to be given under this Lease shall be delivered in person or sent by registered or certified mail, return receipt requested, first-class postage prepaid, (i) if to Landlord, at Landlord's Address, and (ii) if to Tenant, at 1001 Chalmers Street, Martinsville, VA 24112 or at any other address that may be given by one party to the other by notice pursuant to this subsection.

(h) Entire Agreement. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that this Lease may be modified or amended only by a written instrument duly executed by both parties hereto. Notwithstanding the foregoing, if any lender providing financing secure by the Center requires as a condition of such financing that modifications to this Lease be obtained, and provided that such modification are reasonable, then Landlord may submit to Tenant an amendment to this Lease incorporating such modifications. Tenant shall execute, acknowledge, and deliver such amendment to Landlord within five (5) days after receipt.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

LANDLORD:

T R Properties, Inc.

BY:

(SEAL)

T. S. Balabanis, President

Witness

Date

02/04/17

TENANT:

(SEAL)

Address

Social Security #

FIRST ADDENDUM TO LEASE AGREEMENT
Exhibit A

THIS FIRST ADDENDUM is attached to and made a part of that certain Lease Agreement dated as of the 3 day of February, 2017 (the "Lease") by and between TR Properties, Inc. ("Landlord") and [REDACTED] ("Tenant"). Unless the context otherwise requires, the terms used in this Addendum shall have the same meanings as provided in the Lease.

Landlord and Tenant desire to supplement the terms and conditions of the Lease and the Exhibits thereto. To the extent any provision in this Addendum is inconsistent or in conflict with any of the terms or conditions set forth in the Lease or the Exhibits thereto, this Addendum shall govern and control and the Lease and the Exhibits thereto shall be deemed to be modified accordingly.

The following changes/additions should be considered a part of the original lease agreement:

First Six Months: March 1, 2017 – August 31, 2017 - \$750.00 per month

Second Six Months: September 1, 2017 – February 28, 2018 – \$825.00 per month

LANDLORD:

TR Properties, Inc.

By: _____

Witness

Date

TENANT:

By: _____

By: _____

02/04/17

COMMONWEALTH OF VIRGINIA

THIRD AMENDMENT TO DEED OF LEASE

CITY OF MARTINSVILLE

THIS THIRD AMENDMENT TO DEED OF LEASE AGREEMENT ("Amendment") is made and entered into this 24th day of May, 2019 (the "Effective Date"), by and between T.R. PROPERTIES, INC., a Virginia corporation ("Landlord"), and [REDACTED] a North Carolina corporation, formerly [REDACTED] a Virginia corporation, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Deed of Lease dated May 19, 2004, as amended by that First Amendment to Deed of Lease dated January 30, 2009, and that Second Amendment to Deed of Lease dated March 18, 2014 (collectively the "Lease") with respect to certain property situated in the Landlord's shopping center known as Central Plaza Shopping Center located on Memorial Boulevard, in the City of Martinsville, Commonwealth of Virginia, as more specifically described in the Lease (the "demised premises") and identified by Tenant as [REDACTED] and

WHEREAS, the current term of the Lease, being the first extended term, expires June 30, 2019; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the current term of the Lease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. REVOCATION OF TERMINATION OF LEASE. Tenant hereby revokes the notice of termination letter sent to Landlord dated May 1, 2019, and Landlord and Tenant agree to extend the term of the Lease as set forth below.

2. EXTENDED TERMS AND RENT. Landlord and Tenant agree that the Lease is hereby extended through the second extended term. During the second extended term beginning July 1, 2019 and ending on June 30, 2024, rent will be THREE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT AND 45/100 DOLLARS (\$3,788.45) per month (\$45,461.40/annum). Beginning July 1, 2019 and continuing through the term of the Lease, Tenant is not required to pay percentage rent on gross sales made on the demised premises.

The Lease provides for two remaining extended terms of five years each (the third and fourth extended terms). All of the terms, covenants and conditions of the Lease will apply to the remaining extended terms.

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this lease" and "lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.



3. NOTICES. Landlord's and Tenant's addresses in Paragraph 24 of the Lease are deleted and replaced with the following:

As to Landlord:

T.R. Properties, Inc.
c/o Barnett Commercial Realty, Inc.
5 East Church Street
Martinsville, VA 24112
Telephone: (276) 656-3538

As to Tenant:

Notices to:

[REDACTED]
Chesapeake, VA 23320
Telephone: (757) 321-5000
Reference: [REDACTED]

Billing/Invoices to:

[REDACTED]
Chesapeake, VA 23320
Reference: [REDACTED]

4. ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS. This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

5. LANDLORD AND TENANT WARRANTIES. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions. In addition, Landlord's representations, covenants and warranties of title and authority set forth in the Lease are hereby renewed and restated by Landlord. Landlord also represents and warrants that no consent or approval of any mortgagee of the demised premises or any other entity is required.


Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.



WITNESS:


Vice-President, Finance

LANDLORD
T.R. PROPERTIES, INC.

 (SEAL)

COMMONWEALTH OF VIRGINIA

NOTARY

CITY/COUNTY OF Martinsville

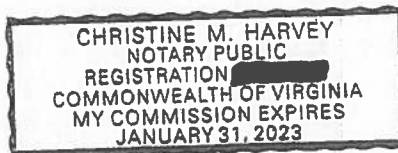
I, Christine Harvey a Notary Public in and for the aforesaid State and County,
do hereby certify that T.G. Kolobanis, PRESIDENT of T.R.
PROPERTIES, INC., personally appeared before me this day and that by the authority duly given,
the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 28th day of May, 2019.

Christine Harvey
Printed Name:
Notary Public

My Commission Expires:

01-31-23



WITNESS:

[REDACTED]

TENANT

[REDACTED]

By:

[REDACTED]

Vice President

COMMONWEALTH OF VIRGINIA

NOTARY

CITY OF CHESAPEAKE

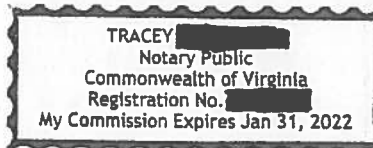
I, Tracey [REDACTED] Dayton, a Notary Public in and for the aforesaid State and County, do hereby certify that DEBORAH E. MILLER, Vice President of FAMILY DOLLAR STORES OF VIRGINIA, INC., personally appeared before me this day and that by the authority duly given, the foregoing instrument was signed and executed by her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 24th day of May, 2019.

[REDACTED]
Printed Name: [REDACTED]
Notary Public

My Commission Expires:

1/31/2022



Store # 6431

COMMONWEALTH OF VIRGINIA
CITY OF MARTINSVILLE

SECOND AMENDMENT TO DEED OF LEASE

THIS SECOND AMENDMENT TO DEED OF LEASE ("Amendment") is made and entered into this 18TH day of MARCH, 2014, by and between T. R. PROPERTIES, INC. ("Landlord"), and [REDACTED] ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Deed of Lease dated May 19, 2004, as amended by First Amendment to Deed of Lease dated January 30, 2009 (the "Lease") with respect to certain property situated in the Landlord's shopping center known as Central Plaza Shopping Center located at the northeast corner of the intersection of Memorial Boulevard and Beaver Street, in the City of Martinsville, Commonwealth of Virginia, as more specifically described in the Lease (the "demised premises") and identified by Tenant as Store # 6431; and

WHEREAS, the present term of the Lease expires on June 30, 2014, and;

WHEREAS, Landlord desires that Tenant keep the Lease in effect; and

WHEREAS, Landlord and Tenant have reached agreement to extend the current term of the Lease for a period of five (5) years;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree that:

1. EXTENSION OF CURRENT TERM. The current term of the Lease, being the first extended term, is hereby extended for a period of five (5) years to expire on June 30, 2019. All of the terms, covenants and provisions of the Lease will remain unchanged except rent which will be payable as follows:

STATE OF Virginia
City
COUNTY OF Martinsville

NOTARY


I, Christine M. Harvey, a Notary Public in and for the aforesaid State and County, do hereby certify that T.G. BALABANIS, ROBERT SHORTER, personally appeared before me this day and that by the authority duly given and on behalf of T R PROPERTIES INC acknowledged the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 14th day of MARCH, 2014.


Notary Public

My Commission Expires:





01/31/15

Christine M. Harvey
NOTARY PUBLIC
Commonwealth of Virginia
Reg. 
My Commission Expires 1/31/2015

STATE OF NORTH CAROLINA

NOTARY

COUNTY OF MECKLENBURG

I, , a Notary Public in and for the aforesaid State and County, do hereby certify that  and , Vice President – Real Estate Development and Assistant Secretary, respectively, of  OF VIRGINIA, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 14 day of March, 2014.


Notary Public

My Commission Expires:

12/19/16

