

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

This AGREEMENT dated this the ____ day of January, 2017 by and between Cleveland County North Carolina, a body of politic organized under the laws of North Carolina having its principal place of business at 311 East Marion Street (hereinafter the “Landlord”) and Schletter Inc., a Delaware corporation, with its principals office at 1001 Commerce Center Drive, Shelby, North Carolina 28150 (hereinafter the “Tenant”)

WITNESSETH:

1. **Premises**

a. The Landlord does hereby rent and lease to the Tenant and the Tenant does hereby rent and lease from the Landlord certain space located on the premises of the former Dover Mill property located at 404 Polkville Road, Shelby, North Carolina 28150. No easement for light or air is granted hereunder.

b. For all purposes of this Lease, the land subject to this Lease (the “Premises”) shall be deemed to contain approximately 1.45 acres of land and is the area of a larger parcel of land owned by Landlord; the Premises are depicted on **Exhibit A** attached hereto.

2. **Term and Termination; Renewal**

To have and to hold said premises for a term commencing as of January 1, 2017 and unless sooner terminated as herein provided, extending through December 31, 2017. Any termination of this Lease and the Term shall be made by written notice given not later than the date, or within the period of time, specifically provided herein, Notice of termination of the Lease and the Term shall be given not less than thirty (30) days prior to the effective date of such termination. In the event of any termination, the parties shall reasonably cooperate to fully effectuate the provisions hereof pertinent to such termination in order to carry out the purpose and intentions of such provisions.

Lessee shall have options to renew this Lease for successive additional periods of one (1) year each, each of which shall be exercised in writing on or before the November 1 immediately prior to the date on which the then-current Term of the Lease would expire. If this Lease is so renewed, all the other terms and conditions of this Lease shall remain the same during each renewal of the Term.

3. **Rent**

a. Tenant hereby agrees and covenants to pay to the Landlord as rental for the Premises in advance on the first (1st) day of each month during the term hereof the “base rent” of

Eight Hundred Dollars (\$800.00) by check to the Landlord at the County Administration Building located at 311 East Marion Street Shelby, North Carolina 28150 or at such other place as Landlord shall designate to Tenant in writing. Said rental shall be paid promptly without notice or demand and without set off or deduction of any kind unless otherwise specifically provided herein.

b. If Tenant fails to pay any installment of rental by the fifth (5th) day of a given month, or fails to pay to Landlord any other amount payable under the terms of this Lease within the time period specified for payment, then the full amount of the delinquent installment or payment shall bear interest at the lesser of (1) eighteen percent (18%) per annum; or (2) the maximum rate permitted by law, from the date due until the date paid. In addition, a late charge equal to five (5%) of the rental or any other amount payable under the terms of this lease or \$50.00, whichever is greater, shall be paid by Tenant on all payments not received by Landlord ten (10) days after Tenant's receipt of written notice of default.

4. **Permitted Uses**

a. Tenant shall use and occupy the Premises for the following described purposes and for none other:

Outdoor Materials Storage

b. The Premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises or on the Building. Landlord acknowledges that general office use will not vitiate or increase the rate of insurance.

c. In the event that Tenant fails to comply with this provision, (i) Tenant shall reimburse Landlord, as additional rental hereunder, for that portion of all insurance premiums previously or thereafter paid by Landlord which shall have been charged because of such failure by Tenant to so comply, such payment to be made within thirty (30) days after payment of charges by Landlord, and (ii) Landlord may exercise any other remedy provided for herein with respect to default by Tenant.

5. **Acceptance of Premises; Repairs; Alterations.**

The Tenant, by taking possession of the Premises, shall accept and shall be held to have accepted same as suitable for the use intended by the Tenant. The Landlord shall not be required, after possession of the Premises has been delivered to the Tenant, to make any repairs or improvements to the Premises, except repairs necessary for safety and tenantability and customary office or building maintenance.

6. **Duty of Care.**

Tenant shall take good care of the Premises and appurtenances and every part thereof and see that no damage or destruction occurs as a result of its fault or neglect. Tenant shall promptly report to Landlord any defective condition known to him which the Landlord is required to repair, and the failure to so report shall make the Tenant responsible for additional damages resulting from the failure to report such defective condition.

7. **Assignment.**

Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease, or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

8. **Attorneys' fees.**

In the event attorneys are employed by either party, for resolution of a dispute hereunder or for enforcement of a provision of this Lease, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and expenses incurred in connection therewith.

9. **Loss of Personal Property.**

Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and the Landlord shall not be liable for theft thereof or any damage thereto occasioned from any acts of co-tenants or other occupants of said Building or any other person.

10. **Comply with Laws.**

Tenant agrees that it will promptly comply at its own expense with all requirements of any governmental authority having competent jurisdiction, which requirements are made necessary by reason of Tenant's occupancy of said Premises.

11. **Duty to Keep Premises in Good Order.**

Tenant hereby covenants and agrees to keep the Premises in as good order, repair and condition as the same are in as of the commencement of the term hereof, or may be put in thereafter, damage by fire or unavoidable casualty, acts of God, eminent domain and normal wear and tear excepted; and at the termination hereof, to peaceably yield up said Premises and all additions, alterations, and improvements thereto in such good order, repair and condition leaving the Premises clean, neat and tenantable. If Landlord in writing permits Tenant to leave any such good and chattels in the Premises, and the Tenant does so, Tenant shall have no further claims and rights in such goods and chattels as against the Landlord or those claiming by, through or under the Landlord.

12. **Entire Agreement Herein.**

The parties acknowledge that this Lease and the exhibits attached hereto contain the entire agreement between the parties with respect to the Property, and supersede any prior oral or written understandings. No modification of this Lease shall be effective unless made in writing and duly executed by both parties.

13. **Tenant's Obligations.**

Tenant covenants and agrees as follows:

a. To pay, when due, all rents and other charges set forth herein; all charges for telephone and other communications systems used at, supplied to, or furnished to the Premises.

b. That, without limitation of any other provision herein, the Landlord and its employees shall not be liable for any injuries to any person or damages to property or the Premises or due to any act or neglect of any employee or authorized visitor of the Tenant. Without limitation, this provision shall apply to injuries and damage caused by nature, rain, snow, ice, wind, water, steam, gas, or odors in any form and the like situated in the Premises, whether owned by the Tenant or others.

c. To permit Landlord or its agents to examine the Premises at reasonable times and upon reasonable notice and, if Landlord shall so elect, to make any repairs or additions Landlord may reasonably deem necessary and, at Tenant's expense, to remove any alterations, signs, drapes, curtains, shades, awnings, aeriols, flagpoles, or the like, not consented to in writing.

d. To permit Landlord to show the Premises to prospective purchasers, mortgagees and to prospective tenants.

e. To permit Landlord at any time or times to decorate and to make, at its own expense, repairs, alterations, additions, improvements, structural or otherwise, in or to the Premises or any part thereof, and during such operations to take into and through the Premises. Landlord agreeing, however, that it will carry out such work in a manner which will cause minimum inconvenience and interference to the business of the Tenant.

f. Not to permit any employee of the Tenant to violate any covenant or obligation of Tenant hereunder.

g. Not to suffer or permit any lien of any nature or description to be placed against the Premises, or any portion thereof, and, in the case of any such lien attaching by reason of the conduct of Tenant, to immediately pay and remove the same. This provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or be placed upon the Landlord's title or interest in the Building, the Premises, or any portion thereof.

h. To keep the Premises equipped with all safety appliances required by law or public authority because of the specific use or occupancy of the Premises by the Tenant.

i. To use electric current in such manner as not to overload the Premise's wiring installation and not to use any electrical equipment which in Landlord's opinion, reasonably exercises, will overload such installations or interfere with the use thereof by other Tenants on the Premises.

15. **Taxes.**

Landlord shall be responsible for all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for the periods of time included in the Term. Landlord shall be liable for, and shall pay, all penalties, interest, late filing or late payment fees and other amounts stemming from Landlord's failure timely to pay any taxes or other sums payable pursuant to this Section 15. Tenant shall insure its personal and business property, inventory and other property from time to time located on the Premises and shall pay all taxes and governmental assessments levied thereon.

16. **Self-help.**

If either party shall at any time breach or default in the performance of any of the obligations of such party under the Lease beyond any applicable period of grace, notice or cure, the other party shall have the right to reasonably perform such obligation of the first party including the payment of money and the performance of any other act. All reasonable sums paid and all reasonably necessary incidental costs and expenses in connection therewith shall be payable immediately upon demand by the party so incurring. Landlord may enter the Premises to exercise its rights hereunder, and amounts owed by Tenant hereunder shall be additional rent. Tenant shall have the right, at its sole discretion, to offset amounts owed by Landlord hereunder, to deduct such amounts from rent or charges due hereunder, or to terminate this lease for failure of Landlord to pay amounts hereunder.

17. **Landlord's Rights.**

Landlord may, without limitation of anything elsewhere herein contained, designate and change the name and street address of the Premises; provided however that the Landlord shall first give reasonable notice thereof to the Tenant.

18. **Damage to Property; Eminent Doman.**

a. If all of the Premises or such parts thereof as will make the Premises unusable for the purposes contemplated by this Lease, be damaged or taken under the power of eminent domain (or a conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemnor, and the rent shall be adjusted between the Landlord and Tenant as of such date. If (i) only a portion of the Premises is taken and Tenant can continue use of the remainder, at Tenant's sole discretion, or (ii) the taking relates to parking areas, access drives and the like and what remains of the Premises continues to comply with applicable zoning

codes and provides Tenant with reasonably convenient access to a public highway, then this Lease will not terminate, but rent shall abate in a just and proportionate amount to the loss of use occasioned by the taking. Tenant shall have no right or claim for any alleged value of the unexpired portion to his Lease, provided, however, that Tenant shall not be prevented from making a claim against the condemning party for any moving expenses, loss of profits or taking of fixtures or other Tenant improvements to which Tenant may be entitled. Landlord reserves and accepts all rights to damages to said Premises the leasehold hereby created, accrued or substantially accruing by reason of anything lawfully done in pursuance of any public, or other authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages and covenants to execute and deliver such further instruments of assignment thereof in form and substance satisfactory to Tenant as Landlord may from time to time requires, without otherwise waiving its rights set forth above.

19. **Default and Remedies.**

a. **Tenant Default.** The occurrence of any one of the following during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

- (1) Failure to pay base rent to Landlord on or before the fifth day of each month;
- (2) Failure to make any other payment due hereunder for a period of ten (10) calendar days after written notice of such default has been given to Tenant;
- (3) Default in the performance of any other of the terms, conditions, or covenants contained in this Lease to be observed or performed by Tenant, if such default is not cured within thirty (30) days after written notice thereof, or if such default cannot be cured within thirty (30) days, Tenant does not within such (30) days commence such cure promptly and pursue the same with diligence to completion;
- (4) If Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or file in any court pursuant to any statute, either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Tenant, and such appointment shall not be vacated or set aside within fifteen (15) days from the date of such appointment;
- (5) If Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement;
- (6) If Tenant shall abandon the Premises; or
- (7) If Tenant suffers the Lease to be taken under any writ of execution and such is not vacated or set aside within fifteen (15) days.

b. Landlord Default. The occurrence of any one of the following during the Term of this Lease, or any renewal or extension therefor, shall constitute a breach of this Lease on the part of the Landlord:

- (1) Landlord fails to pay any amount due and payable hereunder by Landlord and fails to cure such failure to pay within ten (10) days after the effective date of written Notice given by Tenant demanding such amount be paid;
- (2) Landlord fails to comply with or abide by and perform any non-monetary obligation imposed on Landlord under this Lease within thirty (30) days after the effective date of written Notice given by Tenant demanding that such obligation be performed;
- (3) Landlord is adjudicated bankrupt;
- (4) A permanent receiver is appointed for Landlord's property and such receiver is not removed within sixty (60) days after the effective date of written Notice given by Tenant demanding that such receiver be removed;
- (5) Landlord, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby any sum payable by Landlord hereunder is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof;
- (6) Landlord makes an assignment for benefit of creditors; or
- (7) Landlord's property or assets are levied upon or attached under process against Landlord, which is not satisfied or dissolved within thirty (30) days after the effective date of written notice given by Tenant demanding that Landlord obtain satisfaction thereof.

c. Landlord's Remedies. Upon the occurrence of a Tenant Default, Landlord shall have the immediate right of reentry without resort to legal proceedings and the right to terminate and cancel this Lease. If Landlord should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Lease or it may from time to time without terminating this Lease, relet the Premises for such term and at such rentals and upon such other terms and conditions as the Landlord may deem advisable, provided however, that Landlord shall be considered to be under a duty by reason of this provision to take all appropriate and reasonable action to mitigate Landlord's damages by reason of Tenant Default and expressly shall have a duty to mitigate Tenant's damages. If such reletting shall yield rentals insufficient for any month to pay the rental due by Tenant hereunder for that month, Tenant shall be liable to Landlord for the deficiency and same shall be paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given by Landlord to Tenant at the time of such reentry; but, notwithstanding any such reentry and reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach upon written

notice to Tenant. If as a result of Tenant's default hereunder, Landlord shall institute legal proceedings and obtain a judgment for the enforcement of Tenant's obligations, Tenant shall pay all reasonable costs incurred by Landlord, including reasonable attorneys' fees.

d. Tenant's Remedies. Upon the occurrence of Landlord Default, Tenant may: (i) terminate this Lease by giving written Notice to Landlord and upon such termination Tenant shall be entitled to recover from Landlord such damages as may be permitted under applicable law, and (ii) pursue any other remedy herein provided or as provided by law.

20. **Captions.**

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision hereof.

21. **Landlord's Right to Sell.**

Landlord shall have the right to sell, assign, transfer or otherwise alienate its interest in the Premises. Upon such sale, assignment, transfer or alienation, the new owner shall succeed to all of Landlord's obligations hereunder, and Tenant shall be bound to the new owner to the same extent as it was bound to Landlord. At such time, Landlord hereunder shall be entirely freed and relieved of any further obligation or responsibility under this Lease. In the event of any such sale or prospective sale, Tenant agrees to execute in a timely manner such estoppels certificates, or similar documents, in such form as any buyer or prospective buyer of the building may reasonably request.

22. **Joint and Several Liability.**

If Tenant is more than one person or party, Tenant's obligation shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns.

23. **Liability Insurance.**

Tenant shall procure and maintain during the term of this Lease commercial general liability insurance in the name of Tenant by an insurance carrier reasonably acceptable to Landlord with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) for bodily injury or property damage arising out of any one occurrence, and Four Million and No/100 Dollars (\$4,000,000.00) in the aggregate. All such policies shall name Landlord as additional insured thereunder. All such policies shall require the carrier to provide at least thirty (30) days' prior written notice to Landlord in the event of amendment or cancellation. Evidence of such insurance shall be furnished to Landlord within ten (10) days after the date hereof and at least thirty (30) days prior to the expiration of any prior insurance policy.

24. **Fire Insurance.**

It is acknowledged and understood by the parties hereto that such insurance for fire and extended coverage as Landlord elects to purchase shall be for the sole benefit of the Landlord, and that such insurance shall not cover Tenant's personal property, trade fixtures, leasehold improvements, and other appurtenances, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace same. Landlord and Tenant hereby release and waive all right of recovery against each other or any one claiming through or under each of them by way of subrogation or otherwise and arising out of any loss by fire or other similar casualty.

25. **Lease Not to be Recorded.**

Landlord and Tenant agree that this Lease shall not be recorded. Landlord and Tenant shall enter into a Memorandum of Lease in recordable form.

26. **Severability.**

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

27. **Notice.**

All notices, demands, elections and other communications (collectively, "Notices") required or permitted to be given under this Lease shall be in writing and shall be either given by personal delivery or transmitted by email, by facsimile transmission, by nationally recognized overnight express service or by certified mail return receipt requested, to the addresses set forth below. Any Notice given in the manner set forth in this Section 27 shall be deemed given and delivered as follows: Notices delivered by personal delivery shall be effective upon receipt; Notices transmitted by email or by facsimile shall be effective on the date they are transmitted, if received not later than 4:30 p.m. on the day they are transmitted or, if not, on the next succeeding business day; Notices delivered by nationally recognized overnight express service shall be effective on the date they are delivered; Notices delivered by mail shall be effective on the earlier of the date they are actually received or on the third (3rd) business day after they are deposited with the U.S. Postal Service in a sealed wrapper, with first class certified postage prepaid and return receipt requested. Electronically delivered Notices shall be considered a "writing" for purposes hereof if properly addressed as provided below. Either party may change its address (es) by written notice to the other party pursuant to the provisions hereof.

If to Landlord, to: Jeff Richardson
County Manager
311 East Marion Street
Shelby, NC 28151-1210
Jeff.Richardson@clevelandcounty.com

With a copy to: Andrea Leslie-Fite
Attorney at Law
311 East Marion Street
Shelby, NC 28151
Andrea.Fite@clevelandcounty.com

If to Tenant, to: Dennis Brice
Schletter Inc.
1001 Commerce Center Drive
Shelby, NC 29150
dennis.brice@schletter-group.com
Fax: 704 595-4210

With a copy to: Stacie Davis
Associate Legal Counsel
1001 Commerce Center Drive
Shelby, NC 28150
stacie.davis@achletter-group.com
Fax: 704-595-4216

28. **Waiver; Indemnification.**

a. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or property by reason of the use or occupancy of the Premises or of Tenant's entry upon land owned by Landlord lying adjacent to the Premises and all expenses incurred by Landlord on account thereof, including reasonable attorney's fees and court costs proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors.

b. Landlord agrees to indemnify and save harmless Tenant against all claims for damages to persons or property by reason of the use or occupancy of the Premises or Landlord's adjoining land by Landlord including all expenses incurred by Tenant on account thereof, including reasonable attorney's fees and court costs proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors.

(c) The extent of any liability or responsibility under this Section 28 of either Landlord or Tenant for the consequences of any act or omission shall be determined by

application of principles of comparative fault between or among Landlord, Tenant and all other parties and persons bearing any liability or responsibility therefor.

29. **Relocation.**

a. Landlord shall have the option during the term of this Lease to relocate Tenant to other comparable space lying within the larger parcel of which the Premises are a part. Landlord shall give written notice to Tenant of its intent to relocate Tenant at least sixty (60) in advance of the proposed relocation date. All reasonable costs necessitated by the relocation of Tenant shall be borne by Landlord. All other terms and conditions contained herein shall apply to the premises to which the Tenant is relocated. Upon such relocation, the parties shall enter into a new lease in substantially the same form as this Lease.

b. Tenant may terminate this Lease by giving written notice of intent to terminate within thirty (30) days of receipt of notice from Landlord to relocate. If notice is not given as aforesaid, Tenant's right to terminate will be void and of no further effect, but Tenant shall have no option to stay in the Premises.

30. **Hazardous Materials.**

a. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in or under the Premises, or transport to or from the Premises, any Hazardous Materials (as defined below), or allow any other person or entity to do so. Tenant shall comply with all local, state and federal laws, ordinances and regulations relating to Hazardous Materials on, in, under or about the Premises.

b. Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any: (1) pending or threatened environmental regulatory action against Tenant or the Premises; (2) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (3) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises.

c. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorneys' fees) arising out of or involving any Hazardous Material brought onto the Premises by or for Tenant, or any third party acting on Tenant's behalf provided, however, that Tenant shall have no liability under this Lease (i) with respect to underground migration of any Hazardous Material under the Premises from adjacent properties not caused or contributed to by Tenant, or (ii) for the dumping of Hazardous Material by any party other than Tenant. Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plan. The indemnity contained in this subsection 30(c) shall survive the termination or expiration of this Lease unless specifically so agreed by Landlord in writing at the time of such termination or expiration.

d. Landlord and its successors and assigns shall indemnify, defend, reimburse and hold Tenant, its employees and lenders, harmless from and against any and all environmental damage, including the cost of remediation, which result from Hazardous Material which existed on the Premises prior to Tenant's occupancy or which are caused by the gross negligence or willful misconduct of Landlord, its agents or employees. Landlord's obligations shall include, but not be limited to, the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plan. The indemnity contained in this subsection 30(d) shall survive the termination or expiration of this Lease.

e. The term "Hazardous Materials" shall mean any element, compound, mixture, solution, particle or substance which is dangerous or harmful or potentially dangerous or harmful to the health and welfare of life or environment, including but not limited to explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation: (1) any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "hazardous pollutants" or "toxic pollutants," as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act", or any amendments thereto, or any regulations promulgated thereunder, or any other law or regulation promulgated by any federal, municipal, state, county or other governmental or quasi-governmental authority and/or agency or department thereof; (2) any "PCBs" or "PCB items" (as defined in 40 C.F.R. §761.3); or (3) any "asbestos" (as defined in 40 C.F.R. 763.63).

31. **End of Term; Holding Over.**

Upon the expiration of the Term or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord, clean and in as good order and condition as the Premises were at the time of Tenant's initial occupancy thereof, ordinary wear and tear excepted.

If Tenant retains possession of the Premises, or any part thereof, after the expiration or termination of this Lease, Tenant's holding over shall constitute a renewal of this Lease on a month-to-month basis on the same terms and conditions hereof.

In addition, Tenant shall indemnify Landlord against all liabilities and damages reasonably sustained by Landlord by reason of any such retention of possession.

32. **Wiring, Cabling and Telecommunication Equipment.**

a. Any wiring, cabling or telecommunication equipment installed by Tenant during occupancy of the Premises shall meet the requirements of the applicable national fire and safety codes; and

b. Tenant shall remove all wiring, cabling or telecommunication equipment installed by Tenant or its vendor during the occupancy of the Premises, in accordance with applicable

code or laws, unless excused in writing by the Landlord; or to forfeit such sums from the security deposit, or by judgment, if insufficient funds exist in the security deposit, for the removal and disposal of any such wiring, cabling or telecommunication equipment.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the day and year first above-written.

CLEVELAND COUNTY, NORTH CAROLINA

By: _____
Name: _____
Title: _____

Attested to by: _____
Henry Earle, Clerk to the Board of Commissioners

Schletter, Inc.

By: _____
Name: _____
Title: _____

State of North Carolina
Cleveland County

On ____ day of January, 2017, _____ (name),
_____ (title) of Schletter Inc. personally appeared before me and she or he
executed the above instrument and acknowledged the same to be his or her free act and deed and
the free act and deed of said Company.

Notary Public

| My commission expires: _____