

## COMMERCIAL PROPERTY LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered as of the 7<sup>th</sup> day of April 2025 (the "Effective Date"), by and between Scott Kim/Owner ("Landlord"), through G.E. Matthews (Landlord's Broker, who represents Landlord) and Nayab Akbari dba: Temple Avenue Pharmacy ("Tenant")

### ARTICLE 1

#### PREMISES, TERMS, AND USE

1.01. Leased Premises. Upon the terms, provisions and conditions hereof, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises, containing approximately a 765 square foot building, located at 2000 Snead Ave. Colonial Heights, Virginia, together with all improvements thereon belonging or pertaining to the premises, and also including all rights, privileges, easements and appurtenances belonging or pertaining thereto (all of the foregoing being referred to as the "Leased Premises"). Tenant accepts the Leased Premises in its present condition on an "as is" basis.

1.02. Term. Subject to the terms, provisions and conditions hereof, this Lease shall continue in force for a term of 5-years and ending on the 7th day of April, 2030 provided that, Tenant may terminate this Lease at any time thirty-six (36) months after the Effective Date if Tenant gives written notice to Landlord of its election to terminate this Lease at least sixty (60) days prior to the date of termination. This Lease shall automatically renew for a subsequent five (5) year term unless notification is given by Tenant within ninety (90) days prior to the end of the initial term of desire not to renew.

1.03. Use. The Leased Premises shall be used and occupied by Tenant solely for the operation of Tenant's Pharmacy, including but not limited to pharmacy services used in connection with such businesses and for no other purpose, without Landlord's express written consent.

1.04. Sale of Leased Premises. Tenant shall have an exclusive option (the "Option") until December 15, 2025 to purchase the Leased Premises at a price to be agreed upon by the Parties. If Tenant elects to exercise the Option, the Parties shall enter into a Virginia Commercial Purchase Agreement or such other contract that may be agreed upon by the Parties. Nothing contained herein shall require Tenant to exercise the Option and Tenant's rights and obligations pursuant to this Lease shall not be affected or impaired by Tenant's decision not to exercise the Option.

### ARTICLE 2

#### RENTAL

2.01. Base Rental. During the first-year term of the Lease, the Tenant shall pay an annual base rental in the amount of \$18,600.00 per year payable in installments of \$1,550.00 per month plus tax and insurance beginning on the date hereof. There will be a 3% annual increase in the rent at the beginning of each year's term. (See the chart below.) The annual base rental together with all adjustments provided for herein shall be due and payable monthly in advance in twelve (12) installments on the first day of each calendar month (beginning April 1, 2025) during the term, at the place and manner set forth in Section 4.01 hereof, without demand, deduction, abatement or setoff. If the term ends on other than the last day of a calendar month, then the installment of base rental for such month shall be appropriately prorated. In the event of an increase in applicable taxes and/or insurance to be paid by Tenant, Landlord shall give Tenant no less than thirty (30 days notice) of such increase.

Lease Term Year	Annual Base Rent	Monthly Rent	Taxes	Insurance	Total Monthly Rent Payment
<del>04/01/2025* - 03/31/2026</del>	<del>\$18,600.00</del>	<del>\$1,550.00</del>	<del>\$295.30</del>	<del>\$241.67</del>	<del>\$2,086.97</del>
<del>04/01/2026 - 03/31/2027</del>	<del>\$19,158.00</del>	<del>\$1,596.50</del>	<del>\$295.30</del>	<del>\$241.67</del>	<del>\$2,132.47</del>

04/01/2027 – 03/31/2028	\$19,732.80	\$1,644.40	\$295.30	\$241.67	\$2,181.37
04/01/2028 – 03/31/2029	\$20,324.88	\$1,693.74	\$295.30	\$241.67	\$2,230.71
04/01/2029 – 03/31/2030	\$20,934.72	\$1,744.56	\$295.30	\$241.67	\$2,281.53

\*The April 2025 amount will be prorated and sent with the May rent.

2.02. Late Payment. If the rental payment is received after the 5<sup>th</sup> day of the month, a Late Fee in the amount of **\$35.00** will be assessed against Tenant. Any rental payment received after legal action has been initiated by Landlord will be accepted with reservation and will be applied to delinquent rent due but will not affect any legal action instituted by Landlord against Tenant to recover delinquent rent and possession of the Premises.

2.03. Returned Checks. Landlord reserves the right to require that all payments be made by money order or certified funds, or to require automatic or electronic payment. Checks that are returned for insufficient funds or otherwise, or failed electronic funds transfer, will result in the following charges, in addition to the late charges specified herein and the fact amount of the check or electronic funds transfer, and all other amounts recoverable by Landlord pursuant to this Lease or by law: (i) a reimbursement of any bad check return or failed electronic funds transfer fee charged by the bank; and (ii) a bad check or failed electronic funds transfer processing fee in the amount of \$50.00

2.04. Security Deposit. Tenant has deposited **\$1,550.00** as a Security Deposit, to secure a complete and faithful performance by Tenant of all terms and conditions of this Lease, and the obligations imposed on Tenant by applicable Virginia Law.

2.04.1. Disposition. Landlord may apply all or part of the Security Deposit to the payment of accrued Rent and the amount of any damages that have been suffered by Landlord, including but not limited to, physical damages, appropriate charges to Tenant not previously reimbursed to Landlord, charges that may be due by Tenant to third-party utility providers, and actual damages for breach of this Lease, including attorneys' fees and costs. Landlord shall have the right to apply the Security Deposit to non-Rent items first, and then to any unpaid Rent. Within forty-five (45) days after termination of the tenancy and return of possession of the Premises by Tenant to Landlord, Landlord will provide Tenant with an itemized listing of all deductions made from the Security Deposit, and with payment of any amount due to Tenant. If Tenant complies with all terms and conditions of the Lease, Landlord will return to Tenant the Security Deposit, together with any accrued interest if required by law, within forty-five (45) days after termination of the tenancy and return of possession of the Premises to Landlord by Tenant. If the damages to the Premises exceed the amount of the Security Deposit and require the services of a third-party contractor, Landlord shall give written notice to Tenant advising of the fact within a forty-five (45) day period. If such notice is given, Landlord shall have an additional fifteen (15) day period to provide an itemization of the damages and the cost of repair.

2.04.2. Forwarding Address. Tenant shall provide Landlord written notice prior to vacating the Premises of the forwarding address so that Landlord can forward to Tenant a statement explaining the disposition of the Security Deposit prior to the end of the 45day period provided herein. If Tenant fails to give notice of a forwarding address, Landlord will send the Security Deposit statement to the last known address of Tenant, but will retain the Security Deposit refund, if any, until Tenant notifies Landlord of the appropriate address. If no forwarding address is provided to Landlord, Landlord may, upon the expiration of one year from the date of the end of the 45-day time period, escheat the balance to the Commonwealth of Virginia as unclaimed property. Upon payment to the Commonwealth, Landlord shall have no further liability to any Tenant relative to the Security Deposit.

- 2.04.3. Prohibited Setoff. The Tenant shall have no right to deduct the Security Deposit from the rental payment for the last month of any term of this Lease.
- 2.04.4. Landlord's Successor Obligated for Security Deposit. If Landlord in any way transfers its interest in the Premises, or if the Agent transfers management of the Premises and the apartment community in which the Premises is located to a third party, Agent or Landlord, as the case may be, may transfer the Security Deposit to Tenant. If such a transfer occurs, Tenant agrees to look at other transferee solely for the return of the Security Deposit and to release Landlord and/or Agent, as the case may be, from all obligations and liability relating thereto.

2.05. Insurance. In addition to the annual base rental, Tenant shall reimburse Landlord each year of the Lease and within ten (10) days of the demand therefor, the cost of all insurance relating to the Leased Premises, including casualty and liability insurance applicable to the Leased Premises.

2.06. Utilities. The tenant shall be responsible for and shall pay all charges (including all connection fees) for gas, heat, lights, water, sewer, electricity, garbage and other utility services supplied to the Leased Premises during the term of this Lease. Further, Tenant shall always maintain and have connected to the Premises water, sewer, and electricity service. At any time requested by Landlord, Tenant shall furnish Landlord with evidence acceptable to Landlord that all such utilities to the Premises are being provided and that Tenant's account(s) with the utility companies are not in arrears and are in good standing.

### ARTICLE 3

#### LANDLORD'S SERVICES AND COVENANTS

3.01. Repair and Maintenance by Landlord. Unless otherwise expressly stipulated herein, Landlord shall not be required to make any improvements or repairs of any kind or character on or with respect to the Leased Premises, except such repairs as may be required to the structural members of the buildings located thereon, and such additional maintenance to such structural members as may be necessary because of damage by persons other than Tenant, its agents, employees, invitees or visitors. This Section shall not apply in the case of damage or destruction by fire or other casualty which is covered by standard fire policy and extended coverage and vandalism and malicious mischief endorsements (as to which Section 5.02 shall apply), or damage resulting from an eminent domain taking (as to which Section 5.01 shall apply).

3.02. Services. Landlord shall be responsible for no services to the Leased Premises except as provided in this Lease.

### ARTICLE 4

#### TENANT'S COVENANTS

4.01. Payments by Tenant. Tenant agrees to timely pay all rents and other sums provided to be paid to Landlord at the time herein provided. Such payments shall be made to Landlord at the address set forth below or at such place as Landlord shall designate from time to time.

4.02. Certain Taxes. Tenants shall pay all ad valorem taxes on their personal property and on all leasehold improvements.

4.03. Maintenance and Repairs by Tenant. Tenants shall maintain at its expense the interior of the buildings located on the Leased Premises, including the HVAC system, the mechanical systems, doors and windows therein, in good condition and repair. Additionally, the Tenant shall, at its cost, repair or replace any damage to the Leased Premises,

or any part thereof, caused by Tenant or Tenant's agents, employees, invitees or visitors. Tenant shall promptly give Landlord written notice of any needed repairs or damage to the Leased Premises. Notwithstanding the foregoing, Tenant shall not be responsible for replacing the HVAC system due to general malfunction not caused by the negligence of Tenant,

4.04. Care of the Leased Premises. Tenant shall maintain the Leased Premises in a clean, attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Premises, and at the expiration or termination of this Lease shall deliver up the Leased Premises to Landlord in as good condition as at date of possession by Tenant, ordinary wear and tear excepted. Tenant agrees to always occupy the Leased Premises.

4.05. Assignment or Sublease. Tenant covenants and agrees that it will not assign this Lease, or sublet the Leased Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant may assign the Lease to an affiliate of Tenant with common ownership without the consent of Landlord.

4.06. Alterations, Additions, Improvements. Tenant will make no alteration, change, improvement, repair, replacement or addition to the Leased Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld, delayed or conditioned. Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Leased Premises provided: (1) Such removal is made prior to the termination or expiration of the term; (2) Tenant is not then in default in the timely performance of any obligation or covenant under this Lease; and (3) Tenant promptly repairs all damage caused by such removal. All other property at the Leased Premises (including but not limited to wall-to-wall carpeting, drywall partitions, paneling or other wall covering) and any other article attached or affixed to the floor, wall, or ceiling of the Leased Premises shall become the property of Landlord and shall be surrendered with the Leased Premises as part thereof at the termination of this Lease, without payment or compensation therefor.

4.07. Compliance with Laws and Usage; Liens. Tenant, at its cost, shall comply with all federal, state, municipal and other laws and ordinances, and any reasonable building rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant; will not engage in any activity which would cause fire and extended coverage insurance for the Leased Premises to be unavailable, canceled or more difficult to be obtained; will not commit any act which is a nuisance or annoyance to Landlord or tend to injure or depreciate the Leased Premises; and will not commit or permit waste in the Leased Premises. Tenant has no authority to encumber the Leased Premises with any lien, and Tenant shall not suffer or permit any such lien to exist. Should any such lien hereafter be filed, Tenant shall promptly discharge the same at its sole cost.

4.08. Access by Landlord. Tenant shall permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect same; to clean; to make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable; to show the Leased Premises to prospective purchasers or tenants; or for any other purpose deemed reasonable by Landlord, provided such entrance is not in violation of any applicable law.

4.09. Landlord's Mortgage. Tenant agrees with Landlord and with the mortgagee of any first mortgage or the beneficiary of any first deed of trust now or hereafter constituting a lien on the Leased Premises ("Landlord's Mortgagee") that any Landlord's Mortgagee shall have the right at any time to elect, by notice in writing given to Tenant, to make this Lease superior to the lien of such mortgage or deed of trust in respect to which such notice is given; and at Landlord's or Landlord's Mortgagee's request Tenant shall execute a recordable memorandum of this Lease as superior to such lien; or Landlord's Mortgagee may, by like notice, make this Lease subordinate to such mortgage or deed of trust. If Landlord's Mortgagee shall elect to make this Lease subordinate to such mortgage or deed of trust, the same shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, Tenant shall execute promptly any appropriate instrument that Landlord may request. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to execute any such instrument on behalf of Tenant. In the event of the enforcement by Landlord's Mortgagee of the remedies provided for by law or by such mortgage or deed of trust, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor-in-interest without change in terms or other provisions of such Lease; provided, however, that such successor-in-interest shall not be bound by (1) any payment of rent or additional rent for more than one

month in advance except payments in the nature of security for the performance by Tenant of its obligations under this Lease, or (2) any amendment or modification of this Lease made without the written consent of such trustee or such beneficiary or such successor-in-interest. Upon request by such successor-in-interest, Tenant shall execute and deliver instruments confirming the attornment provided for herein.

Notwithstanding the foregoing, in the event any mortgage or any purchaser at a foreclosure sale pursuant to a mortgage takes possession of or title to the Leased Premises, such mortgagee or purchaser shall not disturb the Tenant's quiet enjoyment of the Leased Premises so long as Tenant is not in default under the terms of the Lease.

4.10. Estoppel Certificate or Third-Party Agreement. At Landlord's request, Tenant will promptly execute either an estoppel certificate addressed to Landlord's Mortgagee or a third-party agreement among Landlord, Tenant and the Landlord's Mortgagee certifying as to such notice provisions and other matters as Landlord's Mortgagee may reasonably request. At Landlord's request from time to time, Tenant will promptly execute a certificate stating the commencement and expiration dates of the term, the rental then payable hereunder, that there are no defaults on the part of the Landlord or claims against Landlord hereunder (or if there are any, stating the same with particularity), and such other information pertaining to this Lease as Landlord may reasonably request.

## ARTICLE 5

### MUTUAL COVENANTS

5.01. Condemnation and Loss or Damage. If the Leased Premises or any part thereof shall be taken or condemned for any public purpose (or conveyed in lieu or in settlement thereof) to such an extent as to render the remainder of the Leased Premises, in the opinion of the Landlord, not reasonably suitable for occupancy, this Lease shall, at the option of either party, forthwith cease and terminate, and all proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to the Landlord. If this Lease is not so terminated, Landlord shall repair any damage resulting from such taking, to the extent and in the manner provided in Section 5.02, and rental hereunder shall (1) be abated to the extent the Leased Premises are rendered untenable during the period of repair, and (2) thereafter be adjusted on an equitable basis consider the areas of the Leased Premises taken and remaining.

#### 5.02. Fire or Other Casualty; Certain Repairs.

(a) In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. Landlord agrees to commence and prosecute to repair and restore the Leased Premises promptly and with reasonable diligence. If the Leased Premises shall be partially or totally destroyed by fire or other casualty so as to render the Leased Premises untenable in whole or in part, the rental provided for herein shall abate as to the portion of the Leased Premises rendered untenable until such time as the Leased Premises are made tenable as determined by Landlord in its reasonable discretion. If such destruction results in the Leased Premises being untenable in substantial part for a period reasonably estimated by Landlord to be six (6) months or longer after such damage or destruction, or in the event of total or substantial damage or destruction to the Leased Premises where Landlord decides not to rebuild, then all rent owed up to the date of such damage or destruction shall be paid by Tenant and this Lease shall terminate upon notice thereof to Tenant. Landlord shall give Tenant written notice of its decisions, estimates or elections under this Section 5.02 within sixty (60) days after any such damage or destruction.

(b) Should Landlord elect to effect any repairs under Section 5.01 or 5.02, Landlord shall only be obligated to restore or rebuild the Leased Premises to its condition at the commencement of the Lease. Landlord shall not be required to repair or replace, or to compensate Tenant for, any personal property or equipment of Tenant or any improvements made by Tenant to the Leased Premises.

5.03. Holding Over. If Tenant should remain in possession of the Leased Premises after the termination or expiration of the term without the execution by Landlord and Tenant of a new lease, the Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and at a daily rental of twice the per day rental in effect immediately prior to such expiration or termination, computed on the basis of a thirty (30) day month, but such holding over shall not extend the term.

5.04. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Leased Premises, and upon any such transfer or assignment, no further liability or obligation shall thereafter accrue against Landlord hereunder.

5.05. Reserved.

5.06. Signs. All signage shall be installed by Tenant at its expense.

5.07. Default by Tenant. (a) Each of the following occurrences relative to Tenant shall constitute an "Event of Default";

(1) 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, provided Landlord has given Tenant five (5) days' written notice of the same; however, once Landlord has given Tenant two (2) such notices (whether as to one or more than one failure to pay) it shall not be required to give further notice and thereafter the failure to refusal by Tenant to timely make any payment due hereunder shall be an Event of Default without further notice; or

(2) Abandonment or vacating of the Leased Premises or any significant portion thereof. Further, without limiting what constitutes abandonment or vacating the Premises, the Premises not being open for business to the public for more than sixty (60) consecutive days shall constitute abandonment; or

(3) The filing or execution or occurrence of an insolvency proceeding by or against Tenant or any guarantor of Tenant; or an assignment for the benefit of creditors; 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 any guarantor of Tenant; or

(4) 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 (1), (2) or (3) above, for a period of thirty (30) days after notice from Landlord to Tenant specifying the items in default (plus such additional reasonable period as may be required in the exercise by Tenant of due diligence); or

(5) Failure to peacefully surrender the Leased Premises on expiration or termination of this Lease; or

(6) The occurrence of any other event herein proved to be an Event of Default.

(b) This Lease and the term and estate hereby made are subject to the limitation that if and whenever any Event of Default shall occur, Landlord may, at its option and without 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:

(1) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Premises to Landlord.

(2) Enter upon and take possession of the Leased Premises and expel or remove Tenant or any other occupant therefrom with or without having terminated the Lease.

(3) Alter locks and other security devices at Leased Premises.

(4) Place a Space Available or For Rent sign in the window whether or not Landlord terminates the Lease.

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

(d) If the Landlord terminates this Lease by reason of an Event of Default, Tenant shall be liable for and shall pay the Landlord, the sum of all rent and other indebtedness accrued to the date of such termination.

(e) If Landlord repossesses the Leased Premises without terminating the Lease, then Tenant shall pay to Landlord all rent and other indebtedness accrued to the date of such repossession, plus rent and 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 Leased 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 to Tenant may be brought on one or more occasions, without the necessity of Landlord's waiting until expiration of the term.

(f) In case of an Event of Default, to the extent the same were not deducted under Section 5.07(d) or (e), Tenant shall also pay to Landlord: broker's fees incurred by Landlord in connection with reletting the whole or any part of the Leased Premises; the cost of removing and storing Tenant's or any other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants; and all reasonable expense incurred by Landlord in enforcing the Landlord's remedies, including reasonable attorneys' fees and court costs.

(g) Upon termination or repossession of the Leased Premises for an Event of Default, Landlord shall use its reasonable efforts to relet the Leased premises for such rent and upon such terms as Landlord, in its reasonable discretion, may determine. In the event of reletting, Landlord may relet the whole or any portion of the Leased Premises for any period, to any tenant, and for any use and purpose.

(h) If Tenant should fail to make any payment, perform any obligation, or cure any default hereunder, Landlord, without obligation to do so and without thereby waiving such failure or default, may make such payment, perform such obligation, and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and Tenant shall pay upon demand all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

5.08. Default by Landlord. In the event of any default by Landlord hereunder, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have fifteen (15) days (plus such additional reasonable period as may be required in the exercise by Landlord of due diligence) in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof.

5.09. Landlord's Inability to Deliver Possession to Tenant. If Landlord is unable to deliver possession of the Premises to Tenant on the Effective Date of this Lease through no fault of Landlord, Landlord shall not be liable to Tenant for any damages other than to rebate any Rent paid by Tenant for such portion of the Term during which the Premises is not delivered to Tenant. If Landlord cannot deliver possession of the Premises or provide Tenant with alternative Premises acceptable to Tenant within fifteen (15) days after the Effective Date of the Lease, the Lease may be terminated by either Landlord or Tenant by giving notice to the other as provided herein.

5.10. Non-Waiver. Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, nonaction or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

5.11. Independent Obligations. The obligation of Tenant to pay all rent and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute

independent unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise.

5.12. Time of Essence. In all instances where Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood and stipulated that time is of the essence.

5.13. Remedies Cumulative. Landlord may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord hereunder shall be deemed cumulative and no remedy of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.

5.14. Insurance, Subrogation, Liability, Indemnity, and Waiver. (a) Landlord shall (i) maintain fire and extended coverage insurance on the Leased Premises, including standard leasehold improvements and (ii) policies of comprehensive general liability insurance insuring the Landlord against liability for injury to persons or property occurring in or about the Leased Premises, in amounts desired by Landlord. Landlord shall be reimbursed for the cost of such insurance pursuant to Section 2.05. Payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and on all additions and improvements made by Tenant.

(a) Tenant, at its sole cost and expense, shall carry and maintain a policy or policies of comprehensive general liability insurance insuring the Tenant against liability for injury to persons or property occurring in or about the Leased Premises or arising out of the maintenance, use or occupancy thereof. The coverage under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for any one accident and not less than Three Hundred Thousand Dollars (\$300,000.00) for property damage per accident. Such policies shall name Landlord as an additional insured and Tenant shall deliver to Landlord certificates of such insurance upon request. The obligations of Tenant under this Section shall in no way prejudice or limit any other covenants of Tenant.

(b) Tenant agrees that Landlord shall not be responsible or liable to Tenant for any inconvenience or loss to Tenant arising from or in connection with the repair, maintenance, or replacement of any part of the Leased Premises,.

5.15. Venue; Governing Law. This Lease shall be governed by the laws of the Commonwealth of Virginia.

5.16. Notice. Any notice which may be or shall be given under the terms of this Lease shall be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, if for Landlord to the address provided herein below Landlord's execution hereof, or if for Tenant, to the Leased Premises. Such addresses may be changed from time to time by either party by giving notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or three days after postmarked (if sent by mail).

5.17. Entire Agreement and Binding Effect. This Lease and any written addenda and all exhibits hereto (which are expressly incorporated herein by this reference) shall constitute the entire agreement between Landlord and Tenant; this Lease supersedes and replaces any existing lease between the parties and no prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions on assignment and subletting applicable to Tenant hereunder.

5.18. Right of Re-entry. Upon the expiration or termination of the term for whatever cause or abandonment of the Premises by Tenant, Landlord shall have the right to immediately re-enter and reassume possession of the Leased Premises and remove Tenant's property therefrom, and Tenant expressly acknowledges such right.

5.19. Number and Gender; Captions; References. Pronouns, where used herein, of whatever gender, shall include natural persons, corporations, and associations of every kind and character, and the singular shall include the plural and vice versa where and as often as may be appropriate. Article and section headings under this Lease are for

convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Lease, they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease.

5.20. Delinquent Payments. Any payments required by Tenant hereunder, whether as rental or otherwise, shall bear interest from the time due until paid at the maximum rate of 0.00.

5.21. Severability Clause. If any provision of this Agreement or the application thereof to any party or circumstance shall be unenforceable to any extent, the remainder of this Agreement and/or application of such provision to other parties or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

[Signatures Appear on the Following Page]

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original on the date first above written.

**LANDLORD:**

[G.E. Matthews]

By: Scott Kim

Its: SK

Address: 210 Temple Avenue  
Colonial Heights, VA 23834

**TENANT:**

Temple Avenue Pharmacy LLC

By: Nayab Akbari

Its: NA

Address: 2000 Snead Ave  
Colonial Heights, VA 23834

Exhibit A

Property Description

(See attached)