

STATE OF NORTH CAROLINA
CUMBERLAND COUNTY

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (hereinafter "Lease") is made and entered into as of the ___ day of August, 2023, by and between the City of Fayetteville, by and through Fayetteville Public Works Commission, ("PWC" or "Landlord"), a North Carolina public authority, and US LBM Holdings, LLC ("Tenant"), a Delaware limited liability company, on the terms and conditions set forth below.

1. LEASED PREMISES. The Landlord hereby leases to the Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions set forth in this Lease, that certain property situated at 201 Hay Street, Suite 303, Fayetteville, North Carolina 28301, and being a total of approximately 1,388 rentable square feet, as shown on the attached Exhibit A (the "Premises"), to have and to hold said Premises for the Term specified in this Lease.

2. TERM OF LEASE. The term of this Lease shall commence on September 1, 2023 ("Commencement Date") and terminate at midnight on August 31, 2024 unless sooner terminated in accordance with the terms and conditions of this Lease (the "Termination Date").

The period beginning on the Commencement Date and ending on the Termination Date shall be the "Term."

3. BASE RENT. Tenant shall pay Landlord each month throughout the Term a monthly base rent of Two Thousand Three Hundred Thirteen and 33/100 Dollars (\$2,313.33). Monthly base rent includes common area maintenance costs, Landlord's taxes, and the cost of the services to be provided by Landlord to Tenant, except as otherwise specified in this Lease.

4. PAYMENT OF RENT. As used in this Lease, "Rent" shall mean the base rent, Additional Rent (defined below) incurred during the preceding calendar month of the Term, late charges, and all other amounts required to be paid by Tenant pursuant to this Lease. Rent shall be paid at the times and in the amounts provided herein in legal tender of the United States of America to Landlord, or to such other person or at such other address as Landlord may from time to time designate in writing. Rent shall be paid without notice, demand, abatement, deduction or offset except as may be expressly set forth in this Lease. Rent shall be due on the first (1st) day of each month. Any Rent payment not received by the Landlord by the fifth (5th) day of the month shall bear a late payment charge of five percent (5%) of the Rent to compensate Landlord for the additional expense involved in handling delinquent payments and not as interest. Any Rent payment not received by the Landlord by the tenth (10th) day of the month shall also bear interest accruing at the rate of twelve percent (12%) per annum. A prorated monthly installment shall be paid in advance for the fraction of a month for the first month of this Lease. All payments of Rent by Tenant shall be by automatic draft from Tenant's bank to Landlord. Tenant shall deliver to Landlord coincident with Tenant's execution of this Lease a voided check from Tenant's bank account to be subject to automatic draft and a signed automatic draft authorization specified by Landlord to allow Landlord to implement an automatic draft.

5. HOLDOVER. If Tenant fails to surrender the Premises upon the expiration of the Term or termination of this Lease, Tenant shall be considered a holdover tenant for each month the Tenant remains at the Premises (the "Holdover Period"). During the Holdover Period, Tenant shall pay One Hundred Twenty-Five Percent (125%) of the Rent payable at the time of the expiration or termination of the Lease. Nothing in this Section shall limit the Landlord's rights or remedies under North Carolina law, or be deemed the Landlord's consent to any Holdover Period.

6. SECURITY DEPOSIT. It is a condition to the effectiveness of this Lease that Tenant shall deposit with Landlord prior to the Commencement Date a security deposit of Two Thousand Three Hundred Thirteen and 33/100 Dollars (\$2,313.33) ("Security Deposit"). The Security Deposit shall be held

by Landlord without liability for interest as security for the faithful performance of all terms of this Lease to be observed and performed by Tenant. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord, and any such act on the part of Tenant shall be without force and effect and shall not be binding upon the Landlord. If any of the Rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of the Tenant, or Tenant shall fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account of thereof, appropriate and apply the entire Security Deposit or so much of it thereof as may be necessary to compensate Landlord toward the payment of Rent or loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall forthwith upon Landlord's demand restore the Security Deposit to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all of the Rent as it is due and all other sums payable by Tenant to Landlord, the Security Deposit shall be returned in full to Tenant at the end of the Term. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Premises in the event that such interest by sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit. This provision shall also apply to any subsequent transferees, subleasees, or subrogees.

7. ACCESS/SECURITY. Although the hours of operation at 201 Hay Street (the "Building") are 8:00 a.m. to 6:00 p.m. on weekdays, except holidays recognized by PWC for its employees, (the "Operating Period") Tenant shall have access to the Premises and the use of electricity and water in the Premises twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks a year. Landlord shall provide up to ten (10) Premises access cards at no cost to Tenant. Tenant shall have use of the current Building security program (through a system currently in place and maintained by Landlord) and card-key access in elevators and entrances.

8. PARKING. Included with the Premises are three (3) unreserved parking spaces in the attached parking deck. Landlord shall provide three (3) parking access cards for access to the parking deck attached to the Premises. Parking shall be available to the Tenant twenty-four (24) hours a day, seven (7) days a week, and fifty-two (52) weeks per year; provided, however, during hours outside of the Operating Period, parking is available only on a first-come, first-served basis. The parking access cards may be used by Tenant, his employees, licensees, and visitors.

9. FURNITURE. Landlord may maintain a limited inventory of used office furniture from which it may, in its sole discretion, permit Tenant to select, at no additional cost, to use in the Premises during the Term. In such event, the value of any damage or loss to the furniture, excluding reasonable wear and tear, shall be charged by Landlord to Tenant as Additional Rent. Tenant shall be solely responsible for the labor and cost associated with delivering, setting up, installing, removing, and returning furniture.

10. USE OF PREMISES. Tenant shall use and occupy the Premises for [general office purposes and any other ancillary, lawful purpose in keeping with the class and character of an office building and in compliance with applicable law and zoning ordinances; provided, however, no portion of the Premises shall be used by Tenant to provide any services which are exclusive to other tenants of the Building or for any residential use. Tenant shall not cause or permit the Premises to be used in any way which constitutes a violation of any law, ordinance, governmental regulation or order, or which constitutes a nuisance or waste.

11. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer, which shall impose any duty upon the Landlord or the Tenant with respect to the Premises. The Tenant shall obtain all required licenses or permits for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions in accordance with the terms and conditions of this Lease, and the Landlord, where necessary, will join with the Tenant in

applying for all such permits or licenses.

12. SAFE AND SANITARY CONDITION. Tenant shall not permit, allow or cause any act or deed to be performed upon, in, or about the Premises which shall cause or be likely to cause injury to any person or the Premises or any improvements located thereon or to any adjoining property.

13. COVENANT OF QUIET ENJOYMENT. Tenant, upon the payment of the Rent and the performance of all of the terms and conditions and covenants of this Lease, shall at all times during the Term, peaceably and quietly enjoy the Premises without any disturbance from the Landlord or from any other persons claiming through the Landlord.

14. INTENTIONALLY OMITTED.

15. INSPECTION, MAINTENANCE, REPAIRS, AND ACCESS. Tenant has had an opportunity to inspect the Premises prior to the Commencement Date and Tenant accepts the Premises in its current condition, "AS IS", "WHERE IS" and "WITH ALL FAULTS" as of the Commencement Date. Landlord is not aware of any material fact that would affect the value of the Premises, except those observable by Tenant or previously disclosed by Landlord. Tenant shall maintain the Premises and all improvements therein in a good condition and state of repair, ordinary wear and tear only excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction. Tenant shall not commit or allow to be committed any waste or damage to any portion of the Premises or the Building. At the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver up the Premises to Landlord and shall not be responsible for ordinary wear and tear or the removal of any cable and /or wiring. Upon such termination of this Lease, Landlord shall have the right to re-enter and resume possession of the Premises. During the Term, Tenant shall permit Landlord and its contractors, agents and representatives to enter into and upon any part of the Premises at all reasonable hours to inspect and clean the same, make repairs, alterations and additions thereto, show the same to prospective tenants, lenders or purchasers, and for any other purpose as Landlord may deem necessary or desirable. Tenant shall not be entitled to any abatement or reduction of Rent by reason of any such entry. In the event of an emergency when entry to the Premises shall be necessary, and if Tenant shall not be personally present to open and permit entry into the Premises, Landlord or Landlord's agent may enter the same by master key, code, card or switch, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without, in any manner, affecting the obligations and covenants of this Lease.

16. TENANT ADDITIONS AND IMPROVEMENTS. Tenant shall not make any alterations or changes in or to the Premises unless Tenant has obtained Landlord's prior written consent. All such work shall be designed and made in a manner, and by architects, engineers, workmen and contractors, satisfactory to Landlord. All alterations, installations, additions and improvements (including, without limitation, paneling, partitions, millwork and fixtures) made by or for Tenant to the Premises shall remain in and upon and be surrendered with the Premises and become the property of Landlord at the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises; provided, however, Landlord may require Tenant to remove any or all of such items that are not Building standard upon the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises in order to restore the Premises to the condition existing at the time Tenant took possession. Tenant shall repair any damage to the Premises caused by any such removal. Tenant shall bear the costs of removal of Tenant's property from the Building and of all resulting repairs thereto. All work performed by Tenant with respect to the Premises shall: (a) not alter the exterior appearance of the Building or adversely affect the structure, safety, systems or services of the Building; (b) comply with all Building safety, fire and other codes and governmental and insurance requirements; (c) not result in any usage in excess of Building standard of water, electricity, gas, heating, ventilating or air conditioning, (either during or after such work) unless prior written arrangements satisfactory to Landlord are entered into; (d) be completed promptly and in a good and workmanlike manner; (e) be performed in such a manner that does not cause interference or disharmony with any labor used by Landlord, Landlord's contractors or mechanics or by any other tenant or such other tenant's contractors or mechanics; and (f)

not cause any mechanic's, materialman's or other similar liens to attach to Tenant's leasehold estate. Tenant shall not permit, or be authorized to permit, any liens (valid or alleged) or other claims to be asserted against Landlord or Landlord's rights, estates and interests with respect to the Building or this Lease in connection with any work done by or on behalf of Tenant, and Tenant shall indemnify and hold Landlord harmless against any such liens. Tenant shall provide such assurances as Landlord shall reasonably require (such as bonds, escrows, etc.) to protect the Landlord against unpaid work. Tenant shall have no authority or agency to contract for alterations, additions or improvements to the Premises on behalf of the Landlord. All such contracts shall be in the Tenant's name only and shall not be as an agent of the Landlord. Tenant shall not at any time permit any work to be performed on the Premises except by duly licensed general contractors or artisans, each of whom must carry general public liability insurance certificates, which shall be furnished to Landlord upon request. Tenant shall not under any circumstances or at any time make any alterations or changes outside of the Premises.

17. SIGNAGE. Landlord reserves the right to approve Tenant's signage prior to installation, and Landlord may refuse its approval of any proposed signage in the exercise of Landlord's sole and absolute discretion. Upon Tenant's satisfaction of the foregoing prior approval requirement, Tenant shall be permitted to have directory signage in the Building's lobby and at the entrance to the Premises and on the Hay Street side of the Building, subject to the availability of sufficient space; provided, however, that all of Tenant's signage shall be of equal or lesser size and dimension than existing signage of other tenants of the Building in the same location. Tenant shall repair all damage to the Building and Premises resulting from the installation or removal of Tenant's signs. Even if Landlord consents to Tenant's signage, Tenant shall be solely responsible for ensuring that all Tenant signage in or on the Building complies at all times with all applicable zoning ordinances, city ordinances, and other legal requirements. Any and all penalties, assessments, fines, fees or other charges assessed or demanded by any governmental body relating to Tenant's signage shall be the exclusive responsibility of the Tenant, and Tenant shall indemnify and hold harmless Landlord from all penalties, assessments, fines, or other charges incurred as a result of Tenant's signage and pay for the reasonable attorney's fees and costs of Landlord for defending itself in any legal action involving Tenant's signage.

18. UTILITIES AND OTHER SERVICES PROVIDED TO TENANT. Landlord shall furnish Tenant while occupying the Premises the following services without additional cost to Tenant, subject to curtailment as provided herein:

- a. Electricity, but not including electricity required for electronic data processing equipment which (singly) consumes more than 0.25 kilowatts per hour at a rated capacity or requires a voltage other than 120 volts single phase.
- b. Replacement of light bulbs and ballasts;
- c. Hot and cold water for the Premises;
- d. Elevator service;
- e. Pest control of the Premises;
- f. Commercially reasonable janitorial service, including provision of paper/soap products to restrooms serving the Premises; and
- g. HVAC service, with the HVAC system being sufficient to maintain a temperature range of at least 68°F to 76°F with relative humidity within guidelines established by the American Society of Heating and Air Conditioning Engineers ("ASHRAE").

Landlord shall also, at Tenant's request from time to time, provide HVAC services outside of the Operating Period, which shall be modified for purposes of this paragraph only to designate the evening weekday hour to be 7:00 p.m. (rather than 6:00 p.m.), at the rate of Thirty-Five and 00/100 Dollars per hour (\$35.00/hour), which shall be billed to Tenant as Additional Rent; provided, however, the rate for

such HVAC services may be adjusted by Landlord from time to time to reflect its market rate by giving Tenant thirty (30) days' prior written notice before implementing any such adjustment. If Tenant uses any heat generating machines, equipment, fixtures or other devices of any nature whatsoever in the Premises which affect the temperature otherwise maintained by the Building standard air conditioning, Tenant shall pay as Additional Rent the additional cost necessitated by Tenant's use of such machines, equipment, fixtures or other devices, including the cost of installation of any necessary additional air conditioning equipment and the cost of operation and maintenance thereof.

Landlord reserves the right to suspend service of the heating, elevators, plumbing, electrical, air conditioning, or other mechanical systems in the Premises, and sweeping, snow removal and maintenance of the Building's common area, when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, or for repairs, alterations, or improvements which are in the reasonable judgment of Landlord desirable or necessary, or for weather or for any other reason beyond the power or control of Landlord. Should any of Landlord's equipment or machinery break down, or for any cause cease to function properly, Landlord shall use reasonable diligence during normal business hours to repair same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom. Any suspension of the heating, elevators, plumbing, electrical, air conditioning or other mechanical systems in the Premises for any repairs, alterations, or improvements which are in the reasonable judgment of Landlord desirable or necessary shall be performed in a manner and at times least likely to interfere with Tenant's permitted use. Landlord shall not in any way be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if, during the Term, because the quantity or character of any utility service is changed or is no longer available or suitable for Tenant's requirements. Landlord's failure to furnish, or any interruption or termination of, services, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement herein. Landlord shall not be required to furnish the Tenant any facilities or services of any kind, except for those services set forth hereinabove, throughout the Term, or to indemnify Tenant or save Tenant harmless against any liability or damages on such account.

19. **INSURANCE.** Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$1,000,000.00); (2) All Risk Property/Business Interruption Insurance written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises; (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least One Million Dollars (\$1,000,000.00) per occurrence. The limits of Tenant's insurance shall not limit Tenant's liability under this Lease. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Landlord (or any successor) as an additional insured. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the Commencement Date, and upon renewals at least twenty (20) days prior to the expiration of the insurance coverage. Landlord shall maintain Commercial General Liability Insurance applicable to the common area of the Building providing, on an occurrence basis, a minimum combined single limit of an amount reasonably determined by Landlord so long as such insurance is available to Landlord at commercially reasonable rates.

20. **TAXES AND ASSESSMENTS.** Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, fixtures, inventory, equipment, leasehold improvements, and other property situated or placed upon or in or about the Premises.

21. DESTRUCTION OF IMPROVEMENTS. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord. If the Premises or any portion of the Building is damaged by fire or other casualty, Landlord shall have the right to terminate this Lease or to repair the Leased Premises with reasonable dispatch, subject to delays resulting from adjustment of the loss and any other cause beyond Landlord's reasonable control; provided, Landlord shall not be required to repair or replace any furniture, furnishings or other personal property which Tenant may be entitled to remove from the Premises or any installations in excess of Building standard. If any improvements constructed by the Tenant on the Premises are totally or partially destroyed by fire or other casualty, Tenant shall have the duty to repair, reconstruct, or replace such improvements. Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition order of governmental body or authority, or any cause beyond Landlord's control, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building. In the event the Premises are destroyed to the extent that Landlord does not desire to continue to use the Building for commercial office space, the Lease shall terminate upon delivery by Landlord of written notice to Tenant, and the Landlord shall in such case have no liability for any business delay losses or other losses incurred by Tenant. Landlord shall be entitled to receive all insurance proceeds for the Premises.

22. DEFAULT. If Tenant shall default in the payment of any Rent or other sum required to be paid by Tenant under this Lease when due then Landlord may treat the occurrence of the foregoing event as a default under this Lease. If Tenant shall default in the performance of any of the other covenants or conditions which Tenant is required to observe and to perform under this Lease and such default shall continue for twenty (20) days after written notice to Tenant; or the interest of Tenant under this Lease shall be levied on under execution or other legal process; or any petition shall be filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify Tenant's debts or obligations; or any petition shall be filed or other action taken to reorganize or modify Tenant's debts or obligations; or any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure; or Tenant is declared insolvent according to law; or any assignment of Tenant's property shall be made for the benefit of creditors; or if a receiver or trustee is appointed for Tenant or its property; or Tenant shall vacate or abandon the Premises or any part thereof at any time during the Term for a period of fifteen (15) or more continuous days; or Tenant is a corporation and Tenant shall cease to exist as a corporation in good standing in the state of its incorporation; or Tenant is a partnership or other entity and Tenant shall be dissolved or otherwise liquidated; then Landlord may treat the occurrence of any one or more of the foregoing events as a default under this Lease (provided, no such levy, execution, legal process or petition filed against Tenant shall constitute a default under this Lease if Tenant shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing) (each such event of default or the default in the payment of Rent when due shall be an "Event of Default"). Upon an Event of Default under this Lease by Tenant, at Landlord's option and in addition to all other rights and remedies provided at law or in equity, Landlord may terminate this Lease and repossess the Premises and be entitled to recover as damages a sum of money equal to the total of (a) the cost of recovering the Premises (including reasonable attorneys' fees and costs of suit), (b) the unpaid Rent earned at the time of termination, (c) the present value (discounted at the rate of four percent (4%) per annum) of the balance of the Rent for the remainder of the Term less the present value (discounted at the same rate) of the fair market rental value of the Premises for said period, (d) the amount of any unamortized leasing commissions or any allowances or concessions previously made by Landlord to Tenant, (e) any other sum of money, and damages owed by Tenant to Landlord and (f) interest on (a) (b) (c) (d) and (e) above at a rate equal to either the average of the prime rate of interest published from time to time and made available to the general public by the three (3) largest commercial banks in the Fayetteville marketplace plus five percent (5%), or twelve percent (12%), whichever is greater. In addition to the foregoing, if any Event of Default by Tenant occurs as described in this Section (even if the Event of Default is cured to the satisfaction of Landlord and the Lease is not terminated), then any option(s) which Tenant may have for the modification of the Term or of the Premises or otherwise pursuant to this Lease shall terminate and shall be of no further force or effect. Tenant acknowledges and agrees that the Lease, as well as any invoices and notices relating thereto, constitutes evidence of an indebtedness within the meaning of North Carolina General Statutes section 6-21.2. Time shall be of the essence with regard to Tenant's payment obligations and all events that

constitute an Event of Default.

23. LANDLORD'S EXONERATION AND LIMITATION OF LIABILITY. Landlord shall not be liable for injury or damage to person or property occurring within the Premises. Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment against Landlord, and Landlord, its commissioners, officers, employees, and agents shall never be personally liable for any such judgment. The provisions contained in the foregoing sentence are not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of liability insurance maintained by Landlord.

24. INDEMNIFICATION OF LANDLORD. Tenant shall defend, indemnify and hold Landlord and its individual commissioners, officers, directors, managers, employees, and agents (collectively, the "Indemnified Group") harmless from and against any claim by or liability, loss, expense, or damage to:

- a. any person or property in or upon the Premises;
- b. any of the Landlord's property contiguous to the Premises; or
- c. any of Tenant's agents, employees or invitees

arising out of Tenant's use and occupation of the Premises, alteration or improvement made by Tenant in the Premises, breach of the Lease, or violation of any legal obligation, or the action, omission, or neglect of Tenant or Tenant's servants, employees, or agents. Tenant's obligation to indemnify and hold harmless the Indemnified Group shall survive the termination of this Lease and shall include the duty to pay for the reasonable attorney's fees and costs associated with defending the Indemnified Group by the legal counsel of each member of the Indemnified Group's choice.

25. ASSIGNMENT AND SUBLETTING. Except in connection with a Permitted Transfer (defined below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (a) the proposed transferee's financial condition does not meet the criteria Landlord uses to select tenants having similar leasehold obligations; (b) the proposed transferee's business is not suitable for the Premises; (c) Tenant is in default after the expiration of the notice and cure periods in this Lease; (d) any portion of the Premises would likely become subject to additional or different laws as a consequence of the proposed Transfer; or (e) Landlord conditions consent to a Transfer upon the requirement that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received up to the amount of Rent then due, and any excess shall belong solely to Landlord. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Any attempted Transfer in violation of this Section shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease. Tenant may assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization without the consent of Landlord, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) Tenant is not in default under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant coincident with the assignment of this Lease; (3) Tenant's successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; and (4) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. Tenant's notice to Landlord shall include information and

documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. Except as provided herein with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity or person which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer.

26. NOTICES. Any notice which Landlord or Tenant is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified mail, return-receipt requested, postage prepaid, to the addresses listed in this Section, or such other address as either party shall give to the other party by written notice in accordance with this Section. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on third day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

Landlord's Address:

Fayetteville Public Works Commission
Attn: Kevin Howell
955 Old Wilmington Road
Fayetteville, NC 28301

Tenant's Address:

US LBM HOLDINGS, LLC

27. BROKERS. Landlord agrees to pay Franklin Johnson Commercial Real Estate ("Broker") a real estate brokerage commission as set forth in the agreement between Landlord and Broker. Except as provided herein, Landlord and Tenant each hereby represent and warrant to the other that they have not employed any other agents, brokers or other parties in connection with this Lease. Tenant shall hold Landlord harmless from and against any and all claims of all other agents, brokers or other parties claiming by, through, or under Tenant.

28. WAIVER AND CONSENT. No delay in exercising or omission of the right to exercise any right or power by Landlord or Tenant shall impair any such right or power, or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waivers of any covenant, term, or condition of this Lease by Landlord or Tenant shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision, or condition. The failure of Landlord or tenant to seek redress for violation of, or to insist upon the strict performance, any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing. The consent or approval by Landlord to or of any act by the Tenant of a nature requiring consent or approval shall not be deemed to waiver or render unnecessary consent to or approval of any subsequent similar act.

29. RECORDING. Tenant agrees not to record this Lease. However, Tenant and Landlord, upon request of either, agree to execute and deliver a memorandum or so called "short form" of this Lease in recordable form for the purpose of recording at Tenant's expense. Said memorandum or short form of this Lease shall only describe the parties, the Premises, the Lease term, including any extensions, and shall incorporate this Lease by reference.

30. SUBORDINATION, ATTORNEMENT, AND ESTOPPEL CERTIFICATES. This Lease is and shall be subject and subordinate to any and all ground or similar leases affecting the Building, and to all mortgages which may now or hereafter encumber or affect the Building and to all renewals, modifications, consolidations, replacements and extensions of any such leases and mortgages; provided, that: (a) Tenant shall be granted non-disturbance under this Lease so long as there is no default by Tenant hereunder, and (b) at the option of any such landlord or mortgagee, this Lease shall be superior to the lease or mortgage of such landlord or mortgagee. The provisions of this Section shall be self-operative and shall require no further consent or agreement by Tenant. Tenant agrees, however, to execute and return any estoppel certificate, subordination agreement, consent or agreement reasonably requested by any such landlord or mortgagee, or by Landlord, within ten (10) days after receipt of same. In the event Tenant does not execute and return such estoppel certificate within such ten (10) day period, Tenant will be deemed to have ratified such estoppel certificate, and the information contained therein shall be deemed to be correct and binding upon Tenant. Tenant shall, at the request of Landlord or any mortgagee of Landlord secured by a lien on the Building or any landlord to Landlord under a ground lease of the Building, furnish such mortgagee and/or landlord with written notice of any default or breach by Landlord at least sixty (60) days prior to the exercise by Tenant of any rights and/or remedies of Tenant hereunder arising out of such default or breach. If any ground or similar lease or mortgage is terminated or foreclosed, Tenant shall, upon request, attorn to the landlord under such lease or the mortgagee or purchaser at such foreclosure sale, as the case may be, and execute instrument(s) confirming such attornment. In the event of such a termination or foreclosure and upon Tenant's attornment as aforesaid, Tenant will automatically become the tenant of the successor to Landlord's interest without change in the terms or provisions of this Lease; provided, such successor to Landlord's interest shall not be bound by (i) any payment of rent for more than one month in advance except prepayments of security for the Lease, if any, or (ii) any amendments or modifications of this Lease made without the prior written consent of such landlord or mortgagee. Notwithstanding anything to the contrary contained in this Section, Tenant shall be obligated to attorn to a new landlord only if the holder of any recorded first mortgage or deed of trust lien grants Tenant a non-disturbance agreement providing that Tenant shall have the right to remain in possession of the Leased Premises in accordance with the terms of this Lease so long as Tenant is not in default hereunder.

31. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of an amount less than is due under this Lease shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due, nor shall any endorsement or statement on any check or payment in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such amount or to pursue any other remedy available to Landlord.

32. SEVERABILITY. The invalidity, illegality, or unenforceability of any portion or provision of this Lease shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Lease. If any provision of this Lease is held invalid, illegal or unenforceable, then such provision shall be modified to the mutual satisfaction and agreement of all parties to reflect the parties' intention. In the event the parties cannot reach an agreement as to a modification of said provision, any invalid, illegal, or unenforceable provision of this Lease shall be deemed severed from this Lease, and the balance of this Lease shall be construed and enforced the same as if the Lease had not contained any portion or provision which was invalid, illegal, or unenforceable.

33. MISCELLANEOUS PROVISIONS. The laws of the State of North Carolina shall govern the validity, performance and enforcement of this Lease. The provisions of this Lease shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns. This Lease may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Lease. For purposes of this Lease, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. Each party agrees that this Lease shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Lease whenever occasion shall arise and request for such instruments shall be

made. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease, nor any other act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant. The titles of the paragraphs throughout this Lease are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument. All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease, and Tenant acknowledges that Landlord, its agents and representatives, have made no representations, warranties, or promises with respect to the Premises, except as may be expressly set forth herein. This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease under seal the day and year first above written.

LANDLORD:

THE CITY OF FAYETTEVILLE
BY AND THROUGH: FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____ [Seal]
Timothy Bryant, CEO/General Manager

TENANT:

US LBM HOLDINGS, LLC

BY: John Merritt [Seal]
Name: John Merritt
Title: Vice President

Approved as to form:

Legal Dept.