

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated the 1st day of April, 2023 between MID-STATE VENTURE, LLC, a North Carolina limited liability company (the "Landlord") and POPULUS FINANCIAL GROUP, INC. (d/b/a ACE Cash Express), a Texas corporation (the "Tenant").

RECITALS

A. Landlord owns fee simple title to certain real property located at 1101 N. Broad Street, Edenton, NC (the "Land") together with (i) all rights, interest, privileges and easements appurtenant to the Land; and (ii) the commercial building (the "Building") and all other improvements located upon the Land. The Land, Building and all other improvements located upon the Land are collectively referred to as the "Property". The legal description for the Land is attached hereto as Exhibit A and incorporated herein by reference.

B. Landlord and Tenant have entered, or will enter into, lease agreements regarding Tenant's lease of other properties from Landlord (the "Related Leases"). The term "Related Leases" shall be deemed to include all current and future lease agreements entered into between Landlord and Tenant.

C. Landlord and Tenant desire that Tenant lease the Property from Landlord pursuant to the terms and conditions hereinafter set forth, and pursuant to and in furtherance of the foregoing, the parties desire to enter into this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby demises and lets to Tenant and Tenant hereby takes from Landlord the Property upon the covenants, terms and conditions herein contained and in connection therewith the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of the Lease (the "Effective Date") shall be April 11, 2023.
2. **CONDITION AND TITLE OF PROPERTY.** Tenant hereby represents that it has examined the Property and accepts the Property in its present "As Is", "Where Is" condition without Landlord's representation, covenant or warranty, express or implied, and without recourse to Landlord as to title, appurtenance, usability, suitability, condition or compliance with local, state or federal law, regulation or rule.
3. **INITIAL TERM.** The initial term of this Lease shall commence on April 11, 2023 (the "Commencement Date") and shall expire at midnight on April 10, 2028 (the "Expiration Date") (the "Initial Term"). Landlord agrees and acknowledges that Tenant shall have the right to record at its cost a short form Memorandum of Lease in the Hertford County Register of Deeds, and Landlord shall take all reasonable or appropriate actions requested by Tenant in connection therewith.

4. EXTENSION OPTIONS. Provided that Tenant is not then in default beyond any applicable cure period under this Lease, Tenant shall have the option to extend the Initial Term for up to two (2) additional periods of five (5) years each (each an "Extended Term") from and after the expiration of the Initial Term or the then-current Extended Term. (The Initial Term and any Extended Term shall sometimes hereinafter be referred to as the "Term"). In order to extend the Term, Tenant shall provide written notice to Landlord of the exercise of such option at least 90 days prior to the expiration of the then-current Term. If Tenant exercises an option to extend the Term as provided in this Lease, then this Lease shall remain in effect during the applicable Extended Term upon all of the same terms and conditions of this Lease, except that the Rent shall be increased as set forth in Section 5 below. In the event that Tenant does not exercise an option to extend the Term at least 90 days prior to the expiration of the then-current Term, Tenant shall be deemed to have waived its right to extend the Term and the Lease shall end upon expiration of the then-current Term.

5. RENT.

(a) Tenant agrees to pay Landlord annual rent in the amount indicated in the Rent Schedule below, payable in equal monthly installments in advance on the first day of each and every calendar month during the Term (the "Base Rent").

RENT SCHEDULE

Years	Base Rent	Monthly Installment
1-5	\$36,000.00	\$3,000.00

OPTION RENT

Years	Base Rent	Monthly Installment
6-10	\$39,600.00	\$3,300.00
11-15	\$43,560.00	\$3,630.00

(b) The first payment of Base Rent shall be due on the Commencement Date and on the first day of each succeeding month during the Term. If the Property is occupied by Tenant for any fraction of a month, Tenant shall pay Landlord Base Rent for such fraction of a month on a pro-rata basis for each day of occupancy. Any installment of Base Rent not received by Landlord on or before the tenth (10th) day of the date such rental installment is due shall be subject to a late charge equal to ten (10%) of such amount due.

(c) It is the intent of the parties that the rental to be received by Landlord hereunder shall be absolutely net to Landlord and that Tenant shall be responsible for any and all costs or expenses relating to the ownership, maintenance, occupancy or use of the Property during the Term (such costs and expenses are hereinafter referred to as the "Additional Rent"), which costs and expenses shall be paid by Tenant in the same manner as fully as if Tenant were the owner of the Property, whether or not such costs or expenses are specifically enumerated in this Lease. Tenant shall indemnify and save harmless Landlord from and against any such costs and expenses described in this subsection (c).

(d) Base Rent, together with Additional Rent, is hereinafter sometimes collectively referred to as the "Rent". In the event of any nonpayment of Additional Rent by Tenant, Landlord shall have all the rights and remedies herein for nonpayment of Base Rent.

(e) Except as otherwise expressly provided in this Lease, no abatement, diminution or reduction of Rent or charges shall be claimed by or allowed to Tenant or any person claiming under Tenant, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, or arising from casualty or the making of alterations, changes, additions, improvements or repairs to any portion of the Property or surrounding property, or by virtue of any present or future governmental laws, ordinances, requirements, orders, directions, rules or regulation, or for any other cause or reason.

6. **TENANT'S USE OF THE PROPERTY.** The Demised Premises shall be used and occupied for the financial services which include, but shall not be limited to, check cashing, consumer loans (including mortgage and automotive title loans), money orders sales, money transfers, electronic payment services, insurance and insurance related services, investment and investment related services, buying or selling precious metals, credit repair, copies and facsimile services, prepaid local and long distance telecommunication services, cell phone and cell phone accessory sales, secured credit card sales and credit card advances, tax preparation, electronic tax filing, and self-service machines with ATM service capability and services commonly sold in stores operated by ACE America's Cash Express Corporation or its affiliates. Should Tenant assign this Lease or sublet the Demised Premises to a parent, subsidiary or entity of, separated from or formed by Tenant, then the Demised Premises shall be used and occupied for the display and sale of merchandise and services commonly sold, or to be sold, in stores operated by such parent, subsidiary or entity. In addition, Tenant shall have the right to use a reasonable portion of the Demised Premises for clerical and office purposes as is convenient for the conduct of Tenant's business. Landlord warrants and represents that the Demised Premises can be used for the purposes as defined within this section.

During Tenant's occupancy of the Property, it shall not permit or allow any act or deed to be performed or any practice to be adopted or followed in or about the Property which may reasonably be foreseen by the Tenant to be likely to cause injury or damage to any person or to the Property, sidewalks, walkways, and parking lots which adjoin the Property.

7. **UTILITIES.** Tenant shall be responsible for obtaining and paying the cost of all utility services required by Tenant's Use, including but not limited to water, gas, electricity, sanitary sewers, storm sewers, janitorial services, telephone service and other necessary public utilities (collectively, the "Utilities"). Landlord shall not be liable, in damages or otherwise, for any failure of a utility company to furnish or for any interruption of Utilities. All utilities shall be separately metered to the Premises at Landlord's expense. Landlord, not Tenant, shall be responsible for any tap fees or other fees required to connect the utilities to the Premises.

8. **NON-DISTURBANCE AND ATTORNMENT.** Landlord, on or before the Effective Date, will obtain from every mortgagee and/or holder of a deed of trust upon the Property, and deliver to Tenant, an agreement in recordable form reasonably acceptable to Tenant wherein the mortgagee(s) and/or holder(s) of the deed(s) of trust agree for themselves and for any successor claiming title by or through such parties not to disturb Tenant's possession, deprive Tenant of any rights or increase Tenant's obligations, under the Lease (the "Non-Disturbance and Attornment Agreement"). Landlord agrees not to further mortgage, lease or further encumber the fee or its leasehold estate, as applicable, on or after the Effective Date, unless Landlord first obtains and delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement in recordable form reasonably acceptable to Tenant.

9. **REAL ESTATE TAXES.**

(a) Tenant shall pay as Additional Rent before they become delinquent any real estate taxes, personal property and other ad valorem taxes, and any other levies, charges, impact fees and local improvement rates and assessments, general or special, whatsoever assessed, charged or imposed during the Term upon or against the Property and any building, equipment and/or improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, the "Real Estate Taxes"). If, for Real Estate Tax purposes, the Property is assessed as part of a larger tract of land, Landlord shall use its best efforts to cause the Property to be separately assessed and taxed. If Landlord cannot cause the Property to be separately assessed and taxed, Tenant shall pay its pro-rata share of such assessments and taxes. Tenant's pro-rata share shall be computed by multiplying the total amount due by a fraction, the numerator of which shall be the total number of square feet of the Property and the denominator of which shall be the total number of square feet of the larger tract of land. Additionally, if Landlord cannot cause the Property to be separately assessed and taxed, then Landlord shall pay such assessments and taxes before they become delinquent and shall present to Tenant a receipted tax bill therefore, together with a written invoice for the Tenant's pro-rata share of same, which invoice shall set forth the calculation used to determine Tenant's pro-rata share of same.

(b) Real Estate Taxes payable by Tenant shall be paid not later than the date on which such Real Estate Taxes become delinquent. A receipted tax bill shall be delivered to Landlord upon request. In the event Tenant fails to pay Real Estate Taxes within the time provided, Landlord may, after fifteen (15) days written notice, pay the same, in which event Tenant shall remain liable to and obligated to repay Landlord the amount so advanced together with interest thereon at the maximum rate allowed by law. Real Estate Taxes for the year in which the Term shall begin and the year in which the Lease terminates shall be prorated so that Tenant shall pay only those portions thereon which correspond with the portion of said years as are within the Term.

(c) Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Real Estate Taxes assessed or levied upon the Property and any building and/or other improvements on the Property. If required by law, Tenant may take such action in the name of Landlord who shall reasonably cooperate with Tenant to such extent as Tenant may reasonably require, provided, however, that Tenant shall fully indemnify, defend and save Landlord harmless from all loss, cost, damage, liability and expense incurred by or to be incurred by Landlord as a result thereof; and further provided that Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the Real Estate Taxes claimed pending such proceedings.

10. INSURANCE.

From the Effective Date and continuing during the Term, Tenant shall, at its own expense, maintain the following insurance:

(a) Special form commercial property insurance (formerly called or known as "all risk") coverage insuring the Building and other improvements on the Land for the full replacement value (without deduction for depreciation). The policy shall contain an endorsement naming Landlord as additional insured.

(b) Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and a general aggregate limit of not less than One Million Dollars (\$1,000,000.00). The policy shall contain an endorsement naming Landlord, its members, managers, employees and agents as additional insureds. Tenant's liability insurance shall be primary with respect to any claim arising out of events that occur on or about the Property.

(c) Worker's compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Property with respect to claims for death or bodily injury asserted against the Landlord, the Tenant or the Property.

(e) Tenant shall assume the risk of loss for its personal property located on or about the Property and shall be solely responsible for insuring the same. Landlord shall have no interest in the proceeds of any such insurance covering Tenant's personal property.

(f) All such insurance shall be maintained with an insurance company approved by Landlord, which approval shall be in Landlord's sole discretion. Tenant will not permit the Property to be used for any purpose that would render the insurance thereon void. Tenant agrees to look solely to the proceeds of its own insurer for indemnity against exposure for loss of property or business interruption.

(g) Landlord shall not be liable for any death or injury occurring on the Property, nor for the loss of or damage to any of the personal or other property of Tenant or of others by theft, casualty or otherwise, from any cause whatsoever, unless same arises in whole or in part out of Landlord's gross negligence or willful act. Landlord shall not be liable for any damage caused by other persons or occupants of adjacent property, or the public. All of the personal or any other property of Tenant kept or stored at the Property shall be kept or stored at the risk of Tenant.

(h) All such insurance policies shall contain an agreement by the insurer that: (i) it will not cancel or modify such policy except after thirty (30) days prior written notice sent by certified mail to Landlord (and shall provide for the right of Landlord, at its option, to pay any premium owing thereunder for the purpose of continuing coverage); and (ii) such insurance shall not be impaired or invalidated by any act, failure to act or violation of declaration or condition in such policies by Tenant. Tenant shall submit to Landlord a letter or binder for all the insurance coverage required hereunder at the time it executes this Lease and shall, within a reasonable time after execution of this Lease, submit to Landlord original insurance policies or certificates of insurance demonstrating Tenant's full performance of its insurance obligations under this Lease, together with proof of premium payment, immediately following the execution of this Lease. Landlord's receipt of information, whether or not evidence of coverage, shall not affect the respective rights and duties of Landlord and Tenant as they are stated herein.

(i) If Tenant fails to obtain or maintain any portion of the insurance during the Term, then Landlord may elect to purchase or maintain any or all of such insurance on Tenant's behalf, and Tenant shall pay as Additional Rent, upon demand, all costs incurred by Landlord in connection with such insurance.

(j) Notwithstanding any provision herein to the contrary, Tenant expressly releases Landlord from, and waives any rights of recovery that it may have against Landlord for, any and all liabilities and expenses for loss, damage or destruction of property resulting from perils (including negligent acts or omissions of Landlord and its agents, employees associates or invitees) covered by (i) the insurance which Tenant is obligated to provide and maintain under this Lease (whether or not

such insurance is actually maintained), or (ii) any other insurance actually maintained by or on behalf of Tenant. Tenant agrees that it will cause the company providing such insurance to include a standard waiver of subrogation provision in the policies, so that the insurance company shall have no right of subrogation against the Landlord.

11. **LANDLORD'S TITLE AND QUIET ENJOYMENT.** Landlord represents and warrants to Tenant that Landlord is seized in fee simple title to the Property, free, clear and unencumbered by any deed of trust liens, except as provided herein. Landlord covenants that so long as Tenant fulfills the conditions and covenants required of it to be performed, Tenant will have peaceful and quiet possession thereof. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into the Lease for the Term.

12. **IMPROVEMENTS AND ALTERATIONS.** Tenant shall not alter, renovate, add, remodel, modify, change and/or demolish the Building and/or other improvements upon the Property and/or construct a new building and/or other improvements upon the Property without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. Any building and/or other improvements which may be constructed upon the Property by Tenant are deemed to be and shall immediately become part of the Property and the sole property of Landlord. In the event that Tenant shall make an alteration or improvement, any such alteration or improvement shall be performed in a first-class workmanlike manner at Tenant's sole expense, and shall not weaken or impair the structural strength or lessen the value of the Property, and any such alteration or improvement shall be approved by all governmental authorities having jurisdiction, if applicable.

13. **MAINTENANCE AND REPAIRS.** Tenant covenants at its own cost and expense, to maintain and repair the Building and other improvements on the Property in good condition, ordinary wear and tear excepted, including but not limited to, (i) the structure of the Building; (ii) the parking lot and driveways; (iii) the roof and exterior of the Building; (iv) the plumbing, electrical fixtures/wiring and HVAC system; and (v) landscaping and mowing grass. All maintenance and repairs shall be performed in a first class workmanlike manner at Tenant's sole expense, and shall not weaken or impair the structural strength or lessen the value of the Property, and any such maintenance or repair shall be approved by all governmental authorities having jurisdiction, if applicable.

14. **DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS.** If, at any time from and after the Effective Date and continuing during the Term, the Building and/or other improvements on the Property shall be damaged or destroyed by fire or other casualty, they shall be repaired or rebuilt by Tenant to their condition immediately prior to such damage or destruction. Tenant shall receive all insurance proceeds in respect of such damage or destruction. In the event the insurance proceeds are insufficient to cover the costs of the repairs or rebuilding, Tenant shall bear the excess costs. Rent shall not abate, the repairs and/or rebuilding shall be subject to Landlord's approval, which approval shall be in Landlord's sole discretion. All such repairs shall be completed in a timely and workmanlike manner and no liens shall attach to the Property in connection therewith. Tenant shall exercise due diligence to commence and complete such repairs as soon as practicable.

If the Building shall be damaged or destroyed by fire or other casualty during the last two (2) years of the Term or during any Extension, Tenant may, at Tenant's option, to be evidenced by notice in writing given to Landlord within thirty (30) days after the occurrence of such damage or destruction, elect to terminate the Lease as of the date of the damage or destruction. Additionally, if any applicable then-existing zoning or other municipal or governmental regulations, codes or laws shall prohibit (a) the rebuilding of the building and/or other improvements on the Property, or (b)

Tenant's Use of the building or Property for the use in effect immediately preceding the casualty, Tenant may, at Tenant's option, to be evidenced by notice in writing given to Landlord within thirty (30) days after the occurrence of such damage or destruction, elect to terminate the Lease as of the date of the damage or destruction. In the event of any such termination of the Lease by Tenant, Landlord shall be entitled to all proceeds of insurance and rights of recovery against insurers on policies covering such damage or destruction for the Building and/or other improvements constructed upon the Property.

15. LIENS. Landlord and Tenant covenant each with the other not to permit any judgment, attachment and/or lien to be filed against the Property except for (i) liens permitted pursuant to Section 15 of this Lease and (ii) those liens contemplated by Section 7 of this Lease. If any judgment, attachment and/or lien of any nature is filed against the Property, except for the liens permitted pursuant to Sections 7 and 15 of this Lease, the party from whose fault or alleged debt such lien arises shall within thirty (30) days after receipt of written notice thereof cause such judgment, attachment and/or lien to be discharged of record, bonded to the satisfaction of the other party or removed by substitution of collateral or otherwise. In the event that such party fails to cause any such judgment, attachment, lien, charge or order to be canceled and discharged or bonded, or removed by substitution of collateral, then in addition to any other right or remedy, the other party may, at its option, cancel or discharge it by paying the amount claimed to be due into court directly to any claimant and the amount so paid and all costs and expenses including attorneys' fees incurred for the cancellation or discharge of such lien shall be due from the party whose fault or alleged debt such lien arises to the other party as a charge payable on demand.

16.

17. DEFAULT. The following shall constitute an "Event of Default" under this Lease:

(a) Tenant shall fail to pay the Rent when due after the applicable notice and cure period;
or

(b) Tenant shall fail to observe and perform any other provision of this Lease to be observed or performed by Tenant; or

(c) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or place Tenant in involuntary bankruptcy or of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of filing, Tenant fully reimburses Landlord for any and all costs or expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith and Tenant continues to pay all rent and other charges, expenses, payments and costs hereunder and provides Landlord with evidence of all insurance coverages required of Tenant under this Lease hereinabove from a commercial insurance company acceptable to Landlord; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days of such appointment; or the attachment, execution or other judicial seizure of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days of attachment.

(d) Any default by Tenant under a Related Lease.

If Tenant has not cured such default within any applicable cure period, Landlord may elect either:

(i) To re-enter the Property by summary proceedings or similar proceedings without terminating this Lease and, to mitigate damages, it may make such alterations and repairs as may be necessary in order to relet the Property, and relet the Property or any part thereof for such term or terms and at such rental and such other terms and conditions as Landlord may deem advisable upon each such reletting, all rent received by Landlord from such reletting shall be applied, first, to payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of any such reletting, including attorney's fees and costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly by Tenant within ten (10) days after the receipt of said calculation from Landlord. If such deficiency is not paid, Landlord may sue periodically or at the end of the Term to recover the same with the other charges set forth herein. No such reentry or taking possession of said Property by Landlord shall be construed as an election on its part to terminate this Lease, unless a notice of such intention is given to Tenant by Landlord; or

(ii) Notwithstanding any such reentry without termination, at any time thereafter, to terminate this Lease for such previous breach. If Landlord, at any time, terminates this Lease for any breach, it shall be entitled to recover from Tenant the costs of recovering the Property, reasonable attorney's fees and at the time of such termination, the excess, if any, of the amount of Rent and charges reserved in this Lease for the remainder of the Term for which Tenant is obligated over the then reasonable rental value of the Property for the remainder of the Term for which Tenant is obligated. If such amount is not paid, Landlord may sue at the end of the Term to recover such amount with the other charges set forth herein.

Landlord shall not exercise any rights or invoke any remedies under this Lease upon the happening of any default unless written notice of such default is delivered to Tenant as follows: (i) ten (10) days written notice for a monetary default and (ii) thirty (30) days written notice for a nonmonetary default, shall have elapsed subsequent to the receipt of the notice and default is not cured within such time. If any nonmonetary default by Tenant cannot with due diligence reasonably be cured within thirty (30) days after receipt of notice, and Tenant, prior to the expiration of thirty (30) days from and after the receipt of notice, commences to eliminate such default and proceeds diligently to take steps to cure the same, then Tenant shall have additional time as Landlord deems, in its sole discretion, to be reasonably necessary to cure such default.

18. CONDEMNATION. From and after the Effective Date, Tenant shall have the following rights in the event of a taking of the entire Property or any part thereof, by reason of any exercise of the power of eminent domain, including any transfer in lieu thereof:

(a) TOTAL PERMANENT. In the event of a taking or condemnation by any competent authority for any public use or purpose of the entire Property (a "Total Taking"), the Lease shall terminate upon the date that possession of the Property is surrendered to the condemning authority, at which time all rights and obligations between the parties shall cease and rent and other charges payable by Tenant under the Lease shall be apportioned.

(b) PARTIAL PERMANENT. In the event of a taking or condemnation by any competent authority for any public use or purpose of less than the entire Property, which in the discretion of Tenant, would render the balance of the Property unsuitable for Tenant's Use (a "Partial Taking"),

Tenant may terminate this Lease by providing written notice to Landlord of its intention to terminate within thirty (30) days after the date that possession of the taken Property is surrendered to the condemning authority. If Tenant fails to terminate this Lease, the Lease shall continue and Rent shall not abate. However, if the taking or condemnation is of more than twenty-five percent (25%) of the square footage of the Property, then all Base Rent shall be adjusted pro rata as to that portion so taken or condemned. The amount of such Base Rent reduction shall be computed by multiplying the total amount of the Base Rent by a fraction, the numerator of which shall be the total number of square feet so taken or condemned and the denominator of which shall be the total number of square feet of the Property. In consideration of such reduction of rent, Tenant waives any claim for damage to or loss of its leasehold estate, all such award being payable to Landlord, who shall use so much thereof as may be necessary to restore the Property as nearly as possible to its condition immediately prior to the taking. Tenant shall have the option to perform such restoration and Landlord shall upon Tenant's election provide the whole of such award or such portion thereof as may be necessary for Tenant to accomplish the restoration. In no event shall Landlord have any obligation to (i) make repairs or restore the Property beyond the extent of award paid to Landlord or (ii) repair or restore any of Tenant's personal property, trade fixtures, or equipment.

(c) TOTAL TEMPORARY. In the event of a taking of the entire Property or, in the judgment of Tenant, a substantial portion as would render the balance of the Property not suitable for Tenant's Use, for a period of one (1) year or less, the Lease shall remain in full force and effect. If such taking shall extend beyond one (1) year, the taking shall, at the option of Tenant and upon thirty (30) days written notice to Landlord, be considered permanent and Tenant shall be entitled to all rights, damages, and awards pursuant to Section 18 (e) of the Lease.

(d) PARTIAL TEMPORARY. In the event of a taking or condemnation by any competent authority for any public use or purpose of less than the entire Property, which, in the discretion of Tenant, would render the balance of the Property unsuitable for Tenant's Use for a period of one (1) year or less, the Lease shall continue, and rent shall not abate. However, if the taking or condemnation is of more than twenty-five percent (25%) of the square footage of the Property, then Base Rent shall be reduced pro rata in the manner set forth above in Section 18 (b) of the Lease. Notwithstanding the foregoing, if such taking shall extend beyond one (1) year, the taking shall, at the option of Tenant and upon thirty (30) days written notice to Landlords be considered permanent and Tenant shall be entitled to all rights, damages, and awards pursuant to Section 18 (e) of the Lease, as applicable.

(d) AWARDS. In the event of a taking or condemnation, except as otherwise provided in this Section 18, each party shall seek its own award at its own expense, and neither shall have any right to the award made to the other. Tenant may claim and recover from the condemning authority a separate award for any sums awarded on account of Tenant's damages and for or on account of any cost or loss which Tenant may incur, including but not limited to, Tenant's moving expenses and loss of business, profits, unamortized value of the leasehold improvements inventory, personal property and trade fixtures. Tenant shall also be entitled to recover the difference between the rental value of the unexpired Term and the Rent reserved in this Lease provided the award recoverable by Landlord is not diminished for the value of the Land, Building and other improvements on the Property.

(e) GENERAL. Should Tenant not have the ability to seek a separate award, and should Landlord and Tenant be unable to agree as to the division of any singular award, such dispute shall be submitted for resolution to the court exercising jurisdiction of the condemnation proceedings, each party bearing its respective costs for such proceedings. Landlord represents and warrants that at the Effective Date it has no actual or constructive knowledge of any proposed condemnation of any part of the Property.

19. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign, sublet or transfer this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. No consent to any such assignment, sublease or transfer shall operate to relieve Tenant of its obligations under the Lease, including the payment of the rent.

In connection with the reasonableness of Landlord's decision on granting or withholding consent, the parties acknowledge and agree that the Landlord may refuse to consent to an assignment or subletting if (i) there exists an uncured default by Tenant at the time of request for consent, (ii) the assignment or subletting involves a proposed use not permitted hereunder, or (iii) there is less than one (1) year remaining on the Term of this Lease.

Landlord shall provide notice to Tenant of any assignment of Landlord's interest under the Lease. Tenant shall have no responsibility to pay Rent to Landlord's assignee until Tenant's receipt of such notice.

20. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight commercial courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notices, requests or other communications shall be considered given or delivered, as the case may be (a) on the date of hand delivery, (b) on the second (2nd) day following the date of deposit in the United States mail, or (c) on the next business day after the date of deposit with an overnight commercial courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof to the other parties, a party hereto may from time to time and at any time change its mailing address hereunder:

If To Landlord: MID-STATE VENTURE, LLC
80 Guardian Court, Suite 125
P.O. Box 7009
Rocky Mount, NC 27804
Attn: Ben E. Winstead 111

If To Tenant: Populus Financial Group, Inc.
300 E. John W Carpenter Fwy
Ste. 900
Irving, TX 75062
Attn: Lease Administration Mgr

With a copy to:

Populus Financial Group, Inc.
300 E. John W Carpenter Fwy
Ste. 900
Irving, TX 75062
Attn: General Counsel

21. TENANT'S INDEMNIFICATION. Tenant shall, to the fullest extent permitted by law, Release, indemnify, defend save harmless Landlord, and its agents, members, managers, and employees, from and against any and all liability, losses, damages, costs, claims, penalties, fines, cleanup costs and other pollution related items, damages, expenses, judgments and awards, including, without limitation, reasonable attorneys' fees and consultants' fees, arising out of any of the following:

(i) The use, operation, occupancy, improvement, or alteration of the Property by Tenant.

(ii) Any injury to person or persons, including death resulting at any time therefrom, occurring through Tenant's use of the Property or any common area or right-of-way used by Tenant for access to Property.

(iii) Any breach or default on the part of Tenant to perform or comply with any covenant or agreement required to be performed or complied with by Tenant hereunder or Related Lease, or any representation or warranty made by Tenant under this Lease or Related Lease that is or becomes false or inaccurate in any respect.

(iv) Any requirement or liability under any law, regulation or ordinance, local, state or federal, relating to or otherwise connected with Tenant's use or occupancy of the Property, or any hazardous materials, hazardous substances, hazardous wastes, oils, petroleum products or other environmentally regulated substances placed upon, or onto, or released from, or caused to be placed upon, or onto, or released from the Property by Tenant.

The indemnities in this Section 21 shall survive the termination of the Lease.

22. SUBORDINATION. This Lease and all leasehold rights hereunder shall be, become and remain subordinate to the lien of any bona fide mortgage or deed of trust hereafter imposed upon all or any part of the Premises. Upon reasonable requests, Tenant shall execute and deliver to Landlord any instrument reasonably requested by Landlord consenting to the full subordination of this Lease to any such mortgage or deed of trust upon the condition that its rights hereunder shall not be disturbed by any foreclosure or otherwise so long as Tenant is not in default, and Landlord will obtain for Tenant a non-disturbance and attornment agreement from any mortgagee.

23. ESTOPPEL CERTIFICATE. Within fifteen (15) days after request by Landlord or any mortgagee or trustee under a mortgage, deed of trust or other security instrument covering the Property, or if, upon any sale, assignment or other transfer of the Property by Landlord, Tenant shall deliver in recordable form, a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease, including without limitation (if such be the case) that this Lease is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of Rent, and that there are no defenses or offsets to the Lease claimed by Tenant. Landlord agrees to pay Tenant, on demand, all reasonable costs by Tenant in connection with any request by Landlord for Tenant's execution of an estoppel certificate or similar documentation.

24. ATTORNEY'S FEES. If any party files an action to enforce the provisions of this Lease and said party prevails in connection with the action, said party shall be entitled to recover reasonable legal fees and disbursements incurred by it in connection with such action.

25. MISCELLANEOUS

A. The Lease contains the entire agreement between the parties. Neither Landlord nor Tenant nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with the terms of the Lease. All representations by either of the parties or their agents made during negotiations prior to execution of the Lease and which representations are not contained in the Lease shall not be binding upon either of the parties.

B. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

C. All terms and words used in the Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of the Lease or any portion of the Lease may require, the same as if such words had been fully and properly written in the number and gender.

D. The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and together shall constitute one and the same instrument.

E. The failure of any party to enforce at any time or for any period the provisions of this Lease shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every provision. The waiver by any party of any of its rights under this Lease or any breaches by any other party in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances.

F. Landlord and Tenant are not and shall not be considered joint venturers or partners and neither shall have power to bind or obligate the other except as set forth in the Lease.

G. Tenant shall on the last day of the then current Term, or on earlier termination or forfeiture of the Lease, peaceably and quietly surrender and deliver the Property to Landlord free of any and all subtenancies and shall leave the Property, including improvements, whether now existing or made by Tenant, in good condition and repair, ordinary wear and tear excepted. In the event Tenant continues to occupy the Property after the last day of the then current Term or upon earlier termination or forfeiture of the Lease, a tenancy on a month-to-month basis only shall be created at a monthly rental equal to One Hundred Fifty Percent (150%) of the Base Rent due during the last year of the then current Term.

H. The terms and provisions of this Lease are the result of negotiations between sophisticated parties represented by counsel and no inferences in favor of, or against, either party shall be drawn from the fact that any portion of this Lease has been drafted by or on behalf of such party.

I. If any provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(i) No modification, alteration or amendment of the Lease shall be binding unless in writing and executed by the parties.

(ii) The head notes to the Sections of the Lease are inserted only as a matter of convenience and for reference, and in no way confine, limit or proscribe the scope or intent of any Section of the Lease, nor in any way affect the Lease.

(iii) The Lease shall be for the sole and exclusive benefit of the parties hereto and not for the benefit of any other person or entity and shall be binding upon and inure to the benefit of the parties, their successors, successors-in-title, subtenants, and assigns.

(iv) Landlord shall have the right to enter upon the Property during business hours upon reasonable notice to Tenant during the Term for the purposes of inspection, maintenance, repair and alteration of the Property and Landlord shall have the right to enter the Property to show the same to prospective tenants or purchasers; provided, however, that any such entry by the Landlord shall occur during reasonable (non-peak) hours and shall not unduly interfere with the operation of the Tenant's business.

(v) In any action brought hereunder, the successful party shall have the right to collect reasonable attorney's fees from the unsuccessful party.

J. Permit Contingency: Notwithstanding anything to the contrary contained in the Lease, in the event that Tenant is (i) unable to conduct all or any of its check cashing or consumer loan business as a result of (x) any change to any applicable law, ordinance, rule or regulation, (y) any order or demand by any regulatory authority or (z) any order, ruling or finding by any judicial authority, (ii) prevented or hindered from conducting its check cashing or consumer loan business in the manner and under the same contract terms and fee structures previously conducted by it in the city or state in which the Leased Premises are located as a result of changes in applicable laws, ordinances, rules or regulations or (iii) prevented or hindered from obtaining or renewing the required permits, approvals, or consents to operate or construct its typical store as a result of any governmental or quasi-governmental requirements, orders, priorities or approvals which impose material occupancy obligations effective upon Tenant, then Tenant shall have the option to terminate the Lease and be released from all further lease obligations effective as of a date which is thirty (30) days following the date that Tenant delivers written notice to Landlord of the foregoing.

K. No Continuous Operations: Notwithstanding anything in the Lease to the contrary, Tenant shall not be required to continuously operate in the Demised Premises. In the event Tenant ceases to conduct business in the premises for more than ten (10) consecutive days other than because of casualty, remodeling, obstructed access, or circumstances beyond Tenant's control, then Landlord shall have the right, but not the obligation, to terminate the Lease and take possession of the Demised Premises.

26. ENTIRE AGREEMENT. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. This Lease embodies all of the understandings and agreements of the parties and the terms hereof shall not be changed or varied except by written instrument signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have caused the Lease to be executed by their duly authorized representatives as of the date first above written.


{Signatures on Following Pages}

SIGNATURE PAGE TO THE LEASE AGREEMENT
BY AND BETWEEN MID-STATE VENTURE, LLC AS "LANDLORD"
AND POPULUS FINANCIAL GROUP, INC. (d/b/a ACE Cash Express), AS
"TENANT"

LANDLORD:

MID-STATE VENTURE, LLC, a North
Carolina limited liability company

By: CEO/Mgr

By: 
Ben Winstead (May 4, 2023 12:56 EDT)

Ben E. Winstead

**SIGNATURE PAGE TO THE LEASE AGREEMENT
BY AND BETWEEN MID-STATE VENTURE, LLC AS "LANDLORD"
AND POPULUS FINANCIAL GROUP, INC. (d/b/a ACE Cash Express), AS
"TENANT"**

TENANT:

POPULUS FINANCIAL GROUP, INC.
(d/b/a ACE Cash Express), a Texas
corporation

By: Populus Financial Group, Inc., Tenant

By: 

Spencer Williams

Its: EVP & CFO

EXHIBIT A

ATTACHED TO AND MADE A PART OF THE LEASE AGREEMENT
BY AND BETWEEN MID-STATE VENTURE, LLC AS "LANDLORD"
AND POPULUS FINANCIAL GROUP, INC. (d/b/a ACE Cash Express), AS
"TENANT"

The "Land"

LYING AND BEING IN THE CITY OF EDENTON, FIRST TOWNSHIP, CHOWAN COUNTY,
NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEING all of Lot 1 as shown on that survey map recorded in Plat Cabinet 2,
Slide 48-G, Chowan County Registry and being a portion of that property
conveyed to Fifteenth Street, LLC by deed dated May 14, 2008 recorded in Book
396, Page 410, Chowan County Registry, to which reference is herein made for a
more complete and adequate description,







ACE Store 1140_(48) New Lease FINAL

Final Audit Report

2023-05-04

Created:	2023-05-04
By:	Jill Hunt (jhunt@acecashexpress.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjM1M3Embks9X7nAKN5AsDCSauCyMeQDC

"ACE Store 1140_(48) New Lease FINAL" History

-  Document created by Jill Hunt (jhunt@acecashexpress.com)
2023-05-04 - 4:00:33 PM GMT
-  Document emailed to ben.winstead@friendlycheck.com for signature
2023-05-04 - 4:01:18 PM GMT
-  Email viewed by ben.winstead@friendlycheck.com
2023-05-04 - 4:55:28 PM GMT
-  Signer ben.winstead@friendlycheck.com entered name at signing as Ben Winstead
2023-05-04 - 4:56:40 PM GMT
-  Document e-signed by Ben Winstead (ben.winstead@friendlycheck.com)
Signature Date: 2023-05-04 - 4:56:42 PM GMT - Time Source: server
-  Agreement completed.
2023-05-04 - 4:56:42 PM GMT


ACE Store 1140_(48) Edenton - New Lease FINAL

Final Audit Report

2023-05-05

Created:	2023-05-04
By:	Jill Hunt (jhunt@acecashexpress.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANaw2EdYmuiIYCxsTCQTsD1IW_z4QlxMS

"ACE Store 1140_(48) Edenton - New Lease FINAL" History

-  Document created by Jill Hunt (jhunt@acecashexpress.com)
2023-05-04 - 6:40:32 PM GMT
-  Document emailed to Spencer Williams (swilliams@populusfinancial.com) for signature
2023-05-04 - 6:41:00 PM GMT
-  Email viewed by Spencer Williams (swilliams@populusfinancial.com)
2023-05-05 - 7:19:04 PM GMT
-  Document e-signed by Spencer Williams (swilliams@populusfinancial.com)
Signature Date: 2023-05-05 - 7:19:24 PM GMT - Time Source: server
-  Agreement completed.
2023-05-05 - 7:19:24 PM GMT