

STANDARD TERMS AND CONDITIONS

1. SPACE DESCRIPTION. Tenant acknowledges receipt of a drawing or floor plan showing the exact location of the Premises in the Building. Landlord reserves the right to alter or correct the current square footage and configuration of the Premises and the floor on which the Premises is located at any time prior to the Market. By entering and occupying the Premises, Tenant shall be deemed to have accepted the Premises "As-Is", in its then current condition and, Tenant hereby releases Landlord for any liability or loss caused by any latent or patent defect therein. Tenant's rights under the Agreement include the right of access to the Premises through the common areas of the Building. This Agreement shall be subject and subordinate at all times to (a) any underlying master lease, and all modifications, amendments or renewals currently in place or subsequently executed, and (b) any mortgage or deed of trust affecting the Building. Landlord has the right to limit the suites assigned to Tenant and cannot guarantee suite assignment. There are no rights to sight lines or locations. All or any part of the Premises is subject to reassignment by Landlord for the purpose of consolidation of display space, expansion of the exhibit area, or for any reason, prior to commencement of the Lease term. Tenant acknowledges that the Premises and its overall configuration (as well as that of other premises in the Building) may change from time to time prior to Market. Any such reconfiguration may require the Premises to be reassigned or rearranged by Landlord. Landlord may also assign new premises or reassign the Premises as Landlord deems necessary by virtue of the availability of special services. If Tenant is assigned to premises on the basis of special services but does not require or need such special services, Tenant may be reassigned to different premises at the discretion of Landlord.

2. BUILDING HOURS AND DATES. Tenant's right to occupy the Premises begins on the Beginning Date for each Market Period, and ends on the Ending Date for each Market Period, as set forth either on the first page of this Agreement or on that portion of this Agreement completed online. Landlord reserves the right, in sole discretion, to change the Market dates. Landlord further reserves the right at any time to cancel the Market and in such event Tenant's sole remedy, if the Market is not rescheduled, shall be a refund of any rent or fees paid to Landlord for a Market suite. The dates and hours for installing, showing and dismantling exhibits shall be those specified in the General Information package forwarded to Tenant with this Agreement. The Premises must be open and staffed for business during exhibit hours and no dismantling or packing may be started before the official close of Market as stated in the General Information package. Tenant agrees to remove its property promptly after the close of Market. Any personal property which remains in the Premises after the last Ending Date shall be conclusively deemed to have been abandoned by its owner unless Tenant removes such property within 10 days after written notice from Landlord to remove it, and Landlord may dispose of any property not removed within such period by sale or in any other manner, in its absolute discretion. Tenant releases Landlord and its agents from liability for, and agrees to indemnify, defend and save harmless Landlord and its agents against, any claim, liability, loss or damage arising out of or connected with the sale or other disposal of such property. Tenant agrees to cooperate with any security programs adopted for the Building or the Market, including, without limitation, procedures and limitations established for the movement of personal property and persons into and out of the Building and the floor on which the Premises is located.

3. PAYMENT TERMS. Market Rent shall be paid as set forth on the first page of this Agreement. If payment is not made by Tenant as required herein, Landlord may, at its option, terminate the Lease without notice, or consider Tenant last in priority when assigning available premises or, if premises have already been assigned to Tenant, reassign Tenant to different premises. Tenant agrees to pay when due all advertising and sample movement charges and all other amounts due Landlord. Tenant shall not be entitled to a refund of any part of any rent or fees should Tenant, for any reason, be unable to exhibit at the Market. If Tenant or an employee or representative of Tenant is a current or former tenant of a property managed by Landlord or its authorized agent, as a precondition to participation in the Market all accounts must be current and Tenant or such employee or representative must be in good standing in such property. Applications from outside the United States, no matter where they originate, will not be accepted unless accompanied by payment in U.S. dollars and paid by certified check, cashier's check, money order, Landlord approved credit card, or wire transfer on a U.S. bank. Payments by wire transfer must include an additional amount of \$25.00 (subject to change for increases in charges for international wires) to cover bank charges. If Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be paid for by Tenant.

4. ASSIGNMENT AND USE BY OTHERS. Tenant agrees not to assign this Agreement or permit any other person to use any part of the Premises.

5. USE AND OCCUPANCY.

5.1. Use. Tenant shall use the Premises for the display, exhibition and sale of home furnishings, furniture, accessories, carpeting and wall coverings and for no other purpose.

5.2. Operation During Market. Tenant shall open the Premises, exhibit its products and staff Premises with employees for the entire period of the Market.

5.3. Restriction on Other Exhibitions. Tenant agrees (insofar as and to the extent Tenant may lawfully do so) that during the Market, Tenant will not, within a five (5) miles radius of the Building (i) operate any other showroom under the same trade name or names under which Tenant does business from the Premises, or (ii) exhibit the same merchandise which Tenant displays in Premises in any other location

5.4. Property of Others. Tenant will not place or permit to be placed in the Premises property of any other person or entity, unless it has first secured the written consent of Landlord

5.5. Market Dates; Admission. Landlord shall have the sole right to prescribe the qualifications, conditions and times of admission to the Building, and may restrict admission to accredited buyers and condition admission upon the presentation of credentials prescribed or provided by Landlord. Without limiting the generality of the foregoing, Tenant agrees not to admit any buyers to the Premises during the seven-day period prior to the Market.

5.6. Compliance. Tenant agrees not to use or occupy the Premises, or permit it to be used or occupied, in any manner which violates applicable laws or regulations affecting the Premises or the Building established by any governmental or public authority having jurisdiction to promulgate such laws or regulations, or by any insurance carrier insuring the Premises, property located therein, or the Building.

5.7. Inspection by Landlord. Landlord and its representatives shall be entitled to enter the Premises at any reasonable time for the purpose of inspecting the Premises or performing any work required or permitted to be performed by Landlord under this Agreement. Landlord agrees that to the extent practical, it will not unreasonably interfere with the operation of Tenant's business in the exercise of its rights under this Agreement

5.8. Tenant Conduct. Tenant will cause its agents and employees to conduct themselves in a professional manner at all times. Without limiting the generality of the foregoing, Tenant will not allow in the Premises or the Building: (a) displays that are undignified or noisy, including sound devices, flashing lights, megaphones, loud speakers, and show tactics; (b) scantily clad models or demonstrators; (c) raffles, prize drawings or promotional contests that require any degree of physical skill by the contestant; (d) unauthorized photography; (e) selling or giving away of samples for removal during show; and (f) displays or display activities conducted beyond the physical bounds of the Premises. In addition to the foregoing, Tenant acknowledges and agrees that tipping is not permitted in the Premises, the Building or within any of the Market complexes. Landlord may remove any person from Landlord's property whom Landlord believes is disrupting or obstructing proper operation and management of the market or show. No demonstration or solicitation by or on behalf of Tenant shall be permitted outside of the Premises, and no signs may be displayed on persons or otherwise outside the Premises.

5.9. Music. It is understood and agreed that Tenant is solely responsible for compliance with all copyright laws respecting the performance or broadcast of live or recorded music during or in connection with the Market. The performance or broadcast of live or recorded music during or in connection with the Market is expressly prohibited unless Tenant shall have provided Landlord with evidence satisfactory to Landlord that Tenant has entered into appropriate licensing agreements with all relevant licensing agencies, including The American Society of Composers, Author and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) prior to any such performance or broadcast. In the event Tenant fails or refuses to provide such satisfactory evidence, or to terminate immediately any performance or broadcast music during or in connection with the Market, Landlord reserves the right to terminate this Contract, with no cost, penalty or obligation on the part of Landlord, and to remove Tenant from the Premises and the Market.

6. RULES AND REGULATIONS. Tenant agrees to abide by all rules, regulations, guidelines and policies set forth in the General Information package, which is made a part of this Agreement.

7. INSURANCE; INDEMNITY

7.1. Insurance. Tenant agrees to insure its property located in the Building against a loss or damage by fire or other casualty, under an "all risks" policy in an amount equal to the full replacement value thereof. Tenant agrees to maintain in force Commercial General liability insurance coverage on the Premises, with a minimum combined single limit of \$2,000,000.00 for death, personal injury or property damage, naming Landlord as an additional insured. This general liability coverage must be on an "occurrence" basis. All policies shall provide that unless Landlord is given thirty (30) days written notice of any cancellation or material change, the insurance shall remain in full force and effect without change. If Tenant will be serving alcoholic beverages, as a condition to the granting of this Agreement, Landlord or its authorized management agent must receive from Tenant or its caterer, evidence that insurance, satisfactory to Landlord, providing appropriate liability insurance or Dram Shop coverage indemnifying the Landlord, its authorized management agent and the owners of the Building as additional insured parties has been procured. Prior to installing its exhibits in the Premises, Tenant agrees to provide Landlord

with satisfactory evidence that all required insurance is in force. Tenant may provide any insurance required under this article through its corporate or blanket policies covering multiple locations, provided that (i) such policy or a certificate of such policy must specify the amount(s) of the total insurance allocated to the Premises, which amount(s) must equal or exceed the amount(s) required by this Agreement, and shall not be reduced for claims made for other properties; and (ii) in all other respects, each such policy shall comply with the requirements of this Lease.

7.2. Waiver of Subrogation. Notwithstanding anything to the contrary elsewhere in this Agreement, to the extent that any business interruption or loss damage to property occurring in the Premises or in the Building, or in any manner growing out of or connected with Tenant's occupation of the Premises or the condition thereof (whether or not caused by the negligence of Landlord or Tenant or their respective agents, employees, contractors, tenants, licensees, or assigns) is covered or required to be covered by insurance (regardless of whether the insurance is payable to or protects Landlord or Tenant, or both) neither Landlord nor Tenant, nor their respective officers, directors, employees, agents, invitees, assignees, or tenants, shall be liable to the other for such business interruption or loss or damage to property, it being understood and agreed that each party will look to its insurer for reimbursement. This release shall be effective only so long as the applicable insurance policies contain a clause to the effect that it shall not affect the right of the insured to recover under the policies. Such clauses shall be obtained by the parties wherever possible. Nothing in this section may be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in its absence.

7.3. Assumption of Risks, Release and Indemnity. Tenant (a) assumes all risks with respect to, (b) releases Landlord and its agents from liability for, and (c) agrees (except to the extent Landlord is effectively protected by insurance) to protect, indemnify and save harmless Landlord and its agents from, and to defend Landlord (through counsel acceptable to Landlord) against any claim, liability, loss, or damage arising out of or connected with the following, however caused and wherever originating and regardless of whether the cause or means of repairing the same is accessible to or under the control of Tenant: (a) damage to property of Tenant, its agents or employees occurring in or about the Building; (b) damage to property of anyone occurring in or about the Premises; (c) any injury to or interruption of business or loss of profits attributable to or connected with any damage to property referred to under subparagraphs (a) and (b), above; (d) death or personal injury occurring in or about the Premises (unless resulting from the negligence of Landlord or its agents); or, (e) any other risks with respect to which Tenant is required to insure by the terms of this Agreement (whether or not such insurance is actually in force). In addition to and without limiting the generality of the foregoing, Tenant's assumption of risk, release, and indemnity obligations as set forth above shall apply to any claim, liability, loss or damage arising out of or in connection with (a) Tenant's occupancy of or conduct of business in the Premises; (b) the condition of the Premises; (c) any default of Tenant under this Agreement; and (d) mechanic's or materialmen's liens asserted by persons claiming to have dealt with Tenant.

8. SECURITY. Landlord will provide uniformed guard service during the hours the Building is closed. Tenant is solely responsible for its own display and product and should insure its Premises against loss or damage from any cause whatsoever. All property of Tenant shall remain in its control, custody, and care in transit to, from or within the confines of the Premises. If Landlord's employees are required to remove or handle Tenant's property, a charge for such handling at customary rates on a time and material basis will be payable by Tenant.

9. DAMAGE OR DESTRUCTION. If the Premises or the area of the Building in which it is located is damaged by fire or other casualty to such extent that Tenant cannot effectively exhibit its merchandise, this Agreement will terminate as of the date of the damage or destruction, and Landlord will refund a pro rata part of the Market Rent for the portion of the Exhibition Dates following such termination.

Tenant agrees that Landlord or its authorized management agent, shall not be liable to Tenant, or any of Tenant's employees, agents, representatives, customers or invitees or anyone claiming through, by or under Tenant, for any damages, including but not limited to all fees paid by Tenant, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay or discontinuance at any time in the furnishing of any services or operating, maintaining, repairing or supervising the Building when such interruption, diminution, delay or discontinuance is occasioned, in whole or in part, by repairs, renewals, fire, emergencies, improvements or additions, by any strike, lockout or other labor disputes, war, acts of God, by inability to secure gas, electricity, water or other fuel at the Building, by any accident or casualty whatsoever, by government action or order, by act or default of Tenant or other parties, labor or material shortages, transportation delays, or by any other cause beyond Landlord's or its authorized management agent's reasonable control; nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the suites or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

10. LANDLORD'S REMEDIES. If Tenant fails to perform any obligation of Tenant under this Agreement, or to pay when due any other amounts owed to Landlord without prejudice to any other remedy available to Landlord, Landlord may terminate Tenant's right to occupy the Premises, remove Tenant's property from the Premises, and place it in storage. Tenant hereby grants unto Landlord a

security interest in all of Tenant's property so removed, to secure all amounts due under this Agreement, together with the cost of removal and storage, and any other amounts owed to Landlord. If Tenant fails to pay all such amounts due after invoice (directed to Tenant at the address shown on the first page of this Agreement) from Landlord, Landlord at any time hereafter may exercise, with respect to such property, in addition to its other remedies, the rights of a secured party under Chapter 25 of the North Carolina General Statutes. In addition to all other amounts due in the event of a default under this Agreement, Tenant agrees to pay Landlord reasonable attorney fees and costs of litigation. Landlord shall be entitled to close any market suite or exhibit at any time for failure by Tenant or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Tenant shall not be entitled to a refund of any part of any rent or fee. Landlord's remedies are cumulative and not exclusive of other remedies to which Landlord may be legally entitled.

11. NO WAIVER. No modification, waiver or amendment to this Agreement shall be binding unless such modification, waiver or amendment is in writing and signed by both parties. Submission of this instrument for examination shall not bind Landlord or its authorized management agent in any manner, and subject to all other rules and regulations, no obligation of Landlord shall arise unless and until Tenant has an assigned space in the Market. The failure of Landlord or its authorized management agent at any time or times to require performance of any provision in this Agreement shall in no manner be deemed a waiver of its right to require such performance and shall in no manner affect its right at a later time to enforce the same provision.

12. AUTHORITY. The individual executing this Agreement on behalf of Tenant represents and warrants authority to do so. Signatures of Tenant on copies of the Agreement transmitted by electronic or telephonic means shall be deemed originals for all purposes hereunder and shall have the same legal effect as an originally drawn signature and binding upon Tenant.

13. TRADE NAME. Tenant hereby grants to Landlord an irrevocable, non-exclusive license to use Tenant's Trade Name, together with a description of the nature of Tenant's business, in any television, radio, print, electronic or other media advertising or marketing programs of Landlord, and Tenant shall cooperate with Landlord in carrying out such advertising and marketing.

14. OFAC REPRESENTATION. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with any legal requirement.

15. MISCELLANEOUS. This Agreement (a) shall be governed, construed, and enforced under the laws of North Carolina and the parties submit to the jurisdiction of the courts of North Carolina and stipulate that Guilford County, North Carolina, is proper venue for the purpose of all controversies which may arise under this Agreement; (b) contains the entire understanding of the parties and there are no conditions precedent to its effectiveness or collateral understandings with respect to its subject matter; (c) shall not be construed strictly against either party, but fairly in accordance with their intent as expressed herein; and (d) binds the parties, their respective heirs, personal representatives, successor and assigns.

This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart. Signatures transmitted by facsimile or by email in portable document format and signatures electronically signed in accordance with the Uniform Electronic Transaction Act, as adopted in the State of North Carolina, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile were an original executed counterpart.