

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (“**Third Amendment**” or “**Amendment**”) is entered into and effective as of ~~August 25, 2023~~ August 25, 2023, 2023 by and between **AAROW, LLC**, a Virginia limited liability company (the “**Landlord**”), and **AARON’S, LLC**, a Georgia limited liability company, f/k/a Aaron’s, Inc. (the “**Tenant**”).

W I T N E S S E T H:

WHEREAS, Landlord (as successor in interest to Driftwood, LLC) and Tenant (as successor in interest to Kelly Rentals, Inc.) are parties to that certain Lease dated June 1, 2018, as amended by: (i) Omnibus Assignment and Assumption of Leases dated July 24, 2018, (ii) First Amendment to Lease dated July 24, 2018; and (iii) Amendment to Lease dated April 21, 2020 (collectively, the “**Lease**”), pursuant to which Landlord leases to Tenant an approximately 8,772 square foot building and accompanying land having an address of 3607 Williamson Road NW, Roanoke, Virginia 24012 (the “**Premises**”), as more particularly described in the Lease; and

WHEREAS, Landlord and Tenant desire to amend, modify and alter certain terms of the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Recitals. The above-stated recitals are true and correct and are hereby incorporated into the terms and provisions of this Amendment as if set forth in their entirety.

2. Extension of the Term. By the parties’ execution of this Amendment, the Term shall automatically be extended for a period of five (5) years from January 1, 2024, through December 31, 2028, which period shall hereinafter be referred to as the “**Second Extended Term**.” Notwithstanding anything in the Lease to the contrary, December 31, 2028, shall hereinafter be referred to as the “**Expiration Date**.” All references in the Lease, as hereby modified or amended, to the “Term” shall be deemed to include the Second Extended Term.

3. Rent. During the entirety of the Second Extended Term, the annual Rent shall be One Hundred Ten Thousand and 04/100 Dollars (\$110,000.04), which amount shall be paid in twelve (12) equal consecutive monthly installments of Nine Thousand One Hundred Sixty-Six and 67/100 Dollars (\$9,166.67) and otherwise upon the same terms and conditions set forth in the Lease.

4. Additional Options to Extend the Term. Tenant shall have the right and option (each an “**Option**”) to extend the Term for two (2) additional terms of five (5) years each (each an “**Option Term**”) upon all of the same terms and conditions stated in the Lease, except the Rent during the applicable Option Term shall be as set forth below. Tenant shall provide notice of its exercise of an Option hereunder by written notice to Landlord no later than one hundred twenty

(120) days prior to the end of the Term or the then current Option Term, as applicable. Any and all references to the Term shall be deemed to include any exercised Option Term pursuant to this Section 4.

	<u>Annual Rent</u>	<u>Monthly Rent Payment</u>
<u>First Option Term:</u>	\$115,500.00	\$9,625.00
<u>Second Option Term:</u>	\$121,275.00	\$10,106.25

In order to prevent the inadvertent failure of Tenant to exercise any of the aforesaid Options within the time specified above, Landlord shall notify Tenant in writing of the deadline to exercise such Option at least ten (10) days (but in no event more than sixty (60) days) prior to the deadline for exercising such Option (the “**Landlord’s Renewal Notification**”). Notwithstanding anything herein to the contrary, it is agreed that Tenant’s right to exercise any of the aforesaid Options shall not expire or terminate until ten (10) days after Tenant’s receipt of the applicable Landlord Renewal Notification Landlord for such Option.

5. HVAC Cap: During the Second Extended Term and any future renewals of the Term, the annual cap on the expenses to repair or replace the HVAC systems(s) set forth in Section 4 of the First Amendment to Lease shall increase to the amount of \$2,500.00.

6. Governmental Compliance. If at any time during the Term any governing authority having proper jurisdiction over the Premises and/or Tenant’s business operations therein (“**Authority**”) takes any action which makes it illegal for Tenant to continue operating its business within the Premises, Tenant shall have the right to terminate this Lease upon the earlier to occur of (i) the date upon which Tenant may no longer legally conduct its business operations in the Premises or (ii) 11:59 pm on that date which is the thirtieth (30th) day after Landlord shall have received Tenant’s written notice of termination. Further, if, as a result of any action taken by any Authority during the Term, Tenant determines, in its commercially reasonable discretion, that expected future revenues will not be sufficient to justify the continuation of its business operations within the Premises, or that Tenant’s anticipated use of the Premises will be unreasonably frustrated as a result thereof, Tenant may terminate this Lease without penalty upon sixty (60) days written notice to Landlord, in which event this Lease shall terminate as of 11:59 pm on that date which is the sixtieth (60th) after the date of Tenant’s notice to Landlord. Notwithstanding anything herein or elsewhere in this Lease to the contrary, in connection with any termination of this Lease pursuant to this Section 6, Tenant shall be obligated to pay Rent and Other Charges up to, and including, the effective date of such termination.

7. Notices: Notwithstanding anything in the Lease to the contrary, Landlord and Tenant’s address for notices under the lease shall be as follows:

If to Landlord:

Aarow LLC
3390 Spring Creek Road
Bridgewater, Virginia 22812
Attention: Fred D. Shank, Jr.

If to Tenant:

Aaron’s, LLC
400 Galleria Parkway, Suite 300
Atlanta, Georgia 30339
Attention: SVP, Store Development

With a copy to:

Aaron's, LLC
400 Galleria Parkway, Suite 300
Atlanta, Georgia 30339
Attention: Lead Real Estate Counsel

8. Ratification of Lease. All other terms and conditions of the Lease, except as heretofore expressly amended, modified and supplemented, shall remain unmodified and in full force and effect and, as hereby modified, amended and supplemented, are hereby ratified in every respect. Landlord and Tenant acknowledge and agree that the Lease has not been modified or amended (except as provided in or referenced in this Amendment).

9. Successors and Assigns. The terms and provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns and shall not be binding or effective for any purpose until mutually executed and delivered by the parties hereto.

10. Headings. The headings of the paragraphs of this Amendment are inserted for convenience only and shall not be deemed to affect the construction or meaning of any portion of the Lease, as amended hereby.

11. Authority. The parties executing this Amendment represent and warrant that each has full authority to act on behalf of and bind each respective party to this Amendment and that no third-party consents of any kind are required in connection therewith.

12. Capitalized Terms. All capitalized and terms of art used, but not otherwise defined herein, shall have the meaning ascribed to such terms in the Lease, unless context clearly requires otherwise.

13. Priority. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail.

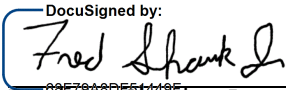
14. Counterparts. This Amendment may be executed by the parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. A counterpart signed through DocuSign or other similar software or signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document, and the exchange of counterparts signed by all of the parties shall constitute a binding and enforceable agreement. The signature of any party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.


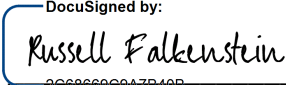
LANDLORD:

AAROW, LLC, a Virginia limited liability company

By:  DocuSigned by:
Name: Fred D. Shank, Jr.
Title: Manager

TENANT:

AARON'S, LLC, a Georgia limited liability company

DS  By:  DocuSigned by:
Russell Falkenstein
Russell Falkenstein
Senior Vice President, Chief Strategy,
Analytics & Development Officer
8/24/2023