

## LOT LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed by and between J2M2 Holdings, LLC ("**Lessor**") and Patricia Woods / ("**Lessee**") on TBD.

**1. PREMISES:** In consideration of the agreements and covenants mentioned hereinafter, Lessor hereby leases to Lessee the home site(s) described as **2620 Bunnlevel Erwin Rd, Erwin NC 28339** ("**Premises**"), in the County of Harnett. All references to "**Lessee**" herein shall include and mean the owner of the manufactured home(s) known as **2620 Bunnlevel Erwin Rd, Erwin NC 28339**. The Premises shall be used solely for the purpose as a private dwelling.

**Lot Only - Lease Agreement** under and pursuant to the following terms and conditions:

**1. TERM:** The term of this Agreement shall commence on **TBD** and shall remain in effect for a period of 12 months and shall thereafter continue on a month-to-month basis until terminated in accordance with the provisions hereof unless either party gives written notice of termination of at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

**2. LOT RENT:** Lessee shall pay to Lessor, in advance, monthly lot rent of **\$295.00** per calendar month for rental of the Premises, payable to J2M2 Holdings, LLC, due on or before the first (1st) day of each month. The prorated rental from the date of move-in to the first day of the month following is **\$XXX**. Rent shall be paid either by valid ETF, check or money order. If rent is not received by Lessor on or before 5:00pm on the **5th** day of the month, a late fee of **\$20.00** will be assessed as well as a charge of five and no/100 Dollars (**\$5.00**) per day until all late rent payments have been paid. In addition, future payments must then be made only by certified check, cashier's check, or money order. If any fees and/or late charges have been charged to the Lessee's account, any payments made to the account, rent or otherwise, shall be applied first towards any such accrued fees prior to its being applied towards any rent payments. The remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. A charge of **\$60.00** will be made for all checks returned due to insufficient funds or for any other reason.

**3. LOT RENT DEPOSIT:** As a further consideration for the execution of this Agreement by Lessor, and in addition to the rent agreed to be paid herein, Lessee agrees to pay Lessor the sum of **\$0.00** for as a security deposit upon execution of this Agreement ("**Security Deposit**"). Lessor shall refund all or portion of the security deposit to the Lessee within thirty (30) days of expiration or termination, if during the term of this Agreement, Lessee has promptly paid rent as provided herein, has complied with each and all terms and conditions set forth herein and has vacated the Premises. Lessee shall provide Lessor with a forwarding address upon expiration or termination of this Agreement within thirty (30) days after the expiration or termination of this Agreement.

**4. USE OF PREMISES AND APPLICATION APPROVAL:** A Rental Application ("**Application**") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violations of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.

**5. OCCUPANCY:** Manufactured homes on the subject property are solely for single family dwellings. A bedroom is defined as a room originally designed for sleeping by the manufacturer. With a maximum of two persons per bedroom + one or per local laws, whichever is more applicable and or enforceable. Such manufactured homes will be used by Lessee solely as a private residences, and for no other purpose.

**6. RELEASE OF LESSEE:** In the event that Lessee is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor a certified copy of such official orders which warrant termination of this Agreement; it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination of Lessee. Lessee shall not be released from this Agreement for any other reason.

**7. ACCESSORIES, EQUIPMENT, AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation, or modification of any manufactured home accessory, equipment, or other structure. (Note: Building permits may be required for certain accessories or installations).

**8. LANDSCAPING:** Installation or planting of any trees, concrete, masonry, or ground cover must be approved

by Lessor. Lessees are encouraged to landscape the premises and shall keep the Premises in a clean, attractive, and well-kept fashion. Each Lessee shall be responsible for his or her own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event Lessee neglects to maintain the site, Lessor will notify Lessee one time to take corrective action within a reasonable number of days after the date of said written notice. If Lessee fails to bring the site into compliance within that time, Lessor or Lessor's agent shall have the right to enter upon the leased site without further notice and perform any and all necessary maintenance. The charges incurred as a result thereof shall be the sole responsibility of the Lessee, and shall be collectible as rent. The charges for such work shall be as follows:

- a) Trimming lot: **\$ 70.00** per occasion.
- b) Edging lot: **\$ 70.00** per occasion.
- c) Mowing and trimming lot: **\$ 140.00** per occasion.

Lessee agrees to pay Lessor for all other repair and maintenance work resulting from Lessee's failure to maintain Premises in good repair at a rate of **\$ 40.00** per hour. There shall be a one (1) hour minimum fee if Lessor provides any of the services outlined herein. Lessor reserves the right to raise or lower said fees, charges, or assessment set forth above. Lessor agrees to provide Lessee with no less than thirty (30) days written notice of any such change. Failure to maintain the site as outlined by the Agreement is just cause for termination of this agreement. **LESSEE HEREBY INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM ANY COST, LOSS, OR DAMAGE CAUSED AT THE PREMISES IN THE COURSE OF SUCH MAINTENANCE, REGARDLESS OF NEGLIGENCE.** All landscaping improvements shall immediately become a part of the realty and belong to the Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed upon to in writing by the parties hereto. All landscaping improvements shall immediately become a part of the realty and belong to the Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed upon to in writing by the parties hereto.

**9. VEHICLE CONTROL:** Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guests or invitees shall park any vehicle on another resident's space or vacant space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in designated parking areas or in their host's drive if space is available. No trailers, boats, recreational vehicles or other vehicles not used for daily transportation may be stored on the premises unless expressly authorized by Lessor. No junked, unusable or unsightly vehicles will be allowed on the premises. All Vehicles must be properly licensed and registered.

**10. INSPECTION BY LESSEE:** Lessee warrants and covenants that a full and complete inspection of the Premises and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

**11. ASSIGNMENT AND SUBLET:** Lessee may not, without the prior written consent of Lessor, sell, assign, sublet or otherwise transfer any interest in this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. If Lessee attempts to assign the Agreement or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent, lot rent, and/or other charges due under this Agreement from the assignee or occupant, and apply the net amount collected to the amount herein due, and no such collection shall be deemed a waiver of the condition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of the premises, and in such case, Lessee shall remain liable to Lessor for all provisions of this Agreement.

**12. TRANSFER OF LESSOR'S INTEREST:** In the event that Lessor sells, assigns or otherwise transfers its interest in the manufactured home(s), this Agreement shall be binding on the purchaser, assignee or transferee. Lessor shall be automatically relieved of any obligations or liability hereunder as of the date of such sale, assignment, or transfer, provided that the obligations and liability hereunder are assumed in writing by said purchaser, assignee or transferee. All new residents must be complete on application approval process and have written approval prior to move in.

**13. CONTRACTUAL LIEN:** Lessor shall have and is hereby granted a lien upon all non-exempt property of any kind found or located on the leased premises to secure payment of rent due or to become due under this lease. If Lessee is delinquent in payment of any rental due under this lease, Lessor shall have the right to enter peacefully the premises, manufactured home, or storage facilities to exercise Lessor's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed abandonment of the premises. In order to clear such abandoned premises, Lessor must enter the premises, manufactured home and storage facilities to remove and store all property of every kind found therein. Lessor may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and Lessor shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mails, postage prepaid, certified, or registered mail to Lessee at the street of post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage, and sale and then to the delinquent rentals or other sums due Lessor; if any sale proceeds then remain such shall be held by Lessor for Lessee and Lessor shall

notify Lessee of such surplus monies in the same manner required for notice of sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done by, Lessor without the necessity of any prior court hearing, proceeding or order. Lessor shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.

**14. REPAIRS:** Lessee has the duty to repair or remedy, or to pay for the repair or remedy, of any of the following conditions that may occur to the Premises during the term of this Agreement, or any renewal or extension hereof:

- a. damage from waste water stoppages or backup caused by foreign or improper objects in lines that exclusively serve the Premises;
- b. all other conditions which are caused by Lessee, a lawful occupant in the Premises, a member of the Lessee's family, a guest or invitee of Lessee, and which are not caused by normal wear and tear.

**15. INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury, death, or criminal acts of residents and guests, to any person or damage to any property arising out of the use of the property by Lessee, Lessee's family, agents, employees, guests, or invitees. Lessee is to keep the manufactured home(s) and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other residents of their families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, guests or invitees, whether such damage is sustained by said resident, said resident's family, agents, employees, guests or invitees.

**16. WAIVERS:** No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights of remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be considered as a waiver or any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessee of any amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.

**17. UTILITIES:** Lessor shall NOT provide the services, maintenance, repair and/or the installation/hook up of:

- a. Phone
- b. Cable/Satellite T.V.
- c. Internet
- d. Post Office Boxes
- e. Any and all Utilities (both public and private)

**18. Default:** Lessee shall be in default under this Lease if Lessee fails to pay lot rent charges or any other charges to which Resident has agreed in this Lease. Such default shall be deemed to be a default under this Lease.

**19. AMENDMENTS:** This lot lease Agreement, along with Rental Application(s) constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

**20. TERMINATION:** Lessee's right to occupy the premises shall terminate or may be terminated as follows: (a) at the end of the term of this Agreement on thirty (30) days' written notice by either Lessee or Lessor, (b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference) upon three (3) days' written notice of such breach or default given by Lessor, (c) in accordance with the terms and provisions hereof relating to release of Lessee, or (d) at such other time as may be agreed to by the parties hereto in writing. When Lessee's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

**21. ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein.

**22. MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of North Carolina. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean the owner of the manufactured home(s) known as 2620 Bunnlevel Erwin Rd, Erwin NC 28339. The term "Lessor" shall include and refer to the Owner or other designated representative of the Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

**23. Miscellaneous Services and/or fees:**

- a. Trash Service Rules and Fees: trash service must be obtained by the resident(s). Possession of any animal must be pre-approved. If approved a separate addendum will be incorporated into this lease agreement.

**24. SPECIAL PROVISIONS:** Lessor is not responsible for the operation and/or maintenance of on-site water and waste water system(s).. All pets must be approved in writing by the Lessor.

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**25. Emergency Contact Info:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Lessor's Initials (Manager): \_\_\_\_\_ Lessee's Initials: \_\_\_\_\_

**EXECUTED on the date hereinabove written. READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

X \_\_\_\_\_  
Justin Tahilramani  
Member, J2M2 Holdings, LC