

MOBILE HOME LOT - LEASE AGREEMENT

This Mobile Home Lot Lease Agreement ("Lease") is entered by and between Black's MHP #2 ("Park Owner") and Lonnett Culbreth ("Tenant") on May 1, 2023. Park Owner and Tenant may collectively be referred to as the "Parties."

The Parties agree as follows:

PREMISES: Park Owner hereby leases to Tenant the lot located at lot number 26 (the "Premises") at Black's MHP (the "Mobile Home Park"), in the state of North Carolina, for the following mobile home (the "Mobile Home"):

Serial#: _____

LEASE TERM: The lease will start on May 1, 2023 and will end on April 31, 2024 (the "Lease Term").

LEASE PAYMENTS: Tenant agrees to pay to Park Owner as rent for the Premises the amount of \$200 ("Rent") each month in advance on the first day of each month at: 1863 Will Lucas Road, Linden, NC 28356, or at any other location designated in writing by Park Owner. If the Lease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly.

LATE CHARGES: If any amounts due under this Lease are more than 5 days late, Tenant agrees to pay a late fee of \$20.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of \$50 for each check provided by Tenant to Park Owner that is returned to Park Owner for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Park Owner, in trust, a security deposit of \$200 as security for the performance by Tenant of the terms under this Lease and for any damages that may be caused by Tenant, Tenant's family, agents and/or visitors to the Premises during the Lease Term (the "Deposit"). Park Owner may use part or all of the Deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Park Owner is not limited to the Deposit to recoup damages, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute, ordinance or law to the contrary, Tenant shall have seven days from the date of notice of default by Park Owner to cure the default. In the event that Tenant does not cure a default of which he has been notified, Park Owner may at Park Owner's option: (a) cure such default and add the cost

of such cure to Tenant's financial obligations under the Lease; or (b) declare Tenant in default of the Lease. In the event of default, Park Owner may also, as permitted by law, reenter the Premises and retake possession of the Premises. Park Owner may, at his sole option, hold Tenant liable for any difference between the rent payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant Park Owner is unable to re-let the Premises during any remaining term of this Lease, Park Owner may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease if the Lease had continued in force. The failure of Tenant or his guests or invitees to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the Premises, and Park Owner will not interfere with that right, as long as Tenant pays the Rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Park Owner or Park Owner's agent in as good of condition as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall use the Premises (and the Mobile Home) as a residence only. Neither the Premises nor the Mobile Home shall be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Park Owner. Tenant will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

OCCUPANTS: Tenant agrees that no one (including any children) shall reside on the Premises other than Tenant, unless such person(s) is listed as Additional Occupants in Schedule A of this Lease. Any persons not listed as an Additional Occupant may not reside on the Premises without prior written approval by Park Owner, which approval shall not be unreasonably withheld. Notwithstanding the above, Tenant shall be permitted to have guests temporarily reside on the Premises without prior approval by Park Owner, so long as the length of any guest's temporary residence does not exceed 90 days.

NONDISCRIMINATION: Park Owner shall not discriminate against any Tenant or prospective Tenant on the basis of race, sex, age, national origin, disability, color, marital status, sexual orientation, religion, or past or present receipt of public assistance.

CONDITION OF PREMISES: (a) Tenant or Tenant's agent has inspected the Premises, the fixtures, the grounds and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If in Tenant's opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable

notice to Park Owner.

(b) Tenant shall maintain the Premises clean, in good repair, and free of debris. Tenant is responsible for maintaining grass, shrubbery and foliage in safe, neat and orderly condition. Tenant shall also be responsible for clearing any hazardous snow or ice from walkways immediately adjacent to the Premises.

(c) Tenant shall not dig in the ground on the Premises (except for gardening purposes, or where such digging does not exceed six inches deep), without prior written approval from Park Owner. Any digging by Tenant that results in damage to an underground utility shall be the sole responsibility of Tenant, and shall be repaired at Tenant's expense.

CONDUCT OF TENANT: (a) Tenant shall conduct himself/herself in a manner that is respectful and courteous to all other residents and guests of the Mobile Home Park. Tenant shall not use his/her property, or conduct himself/herself in any way that violates the privacy of other residents of the Mobile Home Park.

(b) Tenant shall not engage in any activity that violates the applicable laws, regulations, ordinances or rules of the state, county, city or municipality, nor shall Tenant permit any other person on the Premises to engage in such activity. Tenant shall not allow the Premises or the Mobile Home to be used for any purpose that violates an applicable law, regulation, ordinance or rule.

(c) Garbage or other refuse may be stored temporarily on the Premises outside the Mobile Home only where such garbage or refuse is contained in a sturdy, watertight, lidded container. All garbage or refuse must be disposed of according to the Mobile Home Park's rules and regulations in a reasonable amount of time.

DUTIES OF PARK OWNER:

(a) Park Owner shall provide garbage and refuse removal and regular intervals sufficient to keep the collection areas free from infestation or excessive buildup.

(b) Park Owner shall be responsible for maintaining all common areas and utilities intended for common use (including all roads and access roads) in safe, clean, neat and good working condition.

(c) Park Owner shall provide Tenant with access to a wastewater and sewage system sufficient to meet the reasonable domestic needs of Tenant. Park Owner shall be responsible for the upkeep and maintenance of this system to ensure that it is at all times in good working condition, and shall quickly take all reasonable action necessary to rectify any backup, leak or other problem with the system that affects the ability of one or more tenants to use said system, or that materially affects the habitability of the Premises.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Park Owner, which

consent shall not be unreasonably withheld. Any assignment or sublease without Park Owner's written prior consent shall give Park Owner the right to terminate this Lease immediately.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Park Owner. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Park Owner and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

RIGHT OF INSPECTION: Tenant agrees to that Park Owner or Park Owner's agents may enter the Premises to inspect, to make repairs or improvements, to supply agreed services, or to address an emergency. Except in an emergency situation, Park Owner shall give Tenant reasonable notice of intent to enter. For these purposes, 24 hours notice shall be deemed reasonable.

HOLDOVER: In the event that Tenant remains in possession of the Premises for any period after the expiration of the Lease Term (a "Holdover Period"), a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate of \$200 per month, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days notice by either party or on longer notice if required by law.

ABANDONMENT: If Tenant abandons the Premises or any personal property during the term of this Lease, Park Owner may at his option enter the Premises by any legal means without liability to Tenant and may at Park Owner's option terminate the Lease. For the purposes of this Lease, property shall be deemed to be abandoned where a) the Tenant is absent from the Premises for at least 30 consecutive days without notice to Park Owner; b) there is no reasonable evidence (other than the presence of Tenant's personal property) to suggest that Tenant intends to return to the Premises; c) Rent is at least 30 days delinquent; and d) Park Owner has attempted to contact Tenant at Tenant's last known address, at Tenant's last known phone number, and at the address and/or telephone number of Tenant's employer, all without successfully reaching Tenant. If the Premises are deemed abandoned, Park Owner may at Park Owner's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. Park Owner will dispose of all abandoned personal property on the Premises in any manner allowed by law.

EXTENDED ABSENCES: In the event Tenant will be away from the Premises for more than 30 consecutive days, Tenant agrees to notify Park Owner in writing of such absence. During such absence, Park Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

SEVERABILITY: If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Lease shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if

limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Park Owner and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Park Owner will not provide any insurance coverage for Tenant's property. Park Owner will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Park Owner encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Lease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Park Owner and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Park Owner, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Park Owner's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of Rent by Park Owner does not waive Park Owner's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Park Owner and Park Owner's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Park Owner's act or negligence

LEGAL FEES: In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party reasonable

attorneys' fees and costs in addition to all other relief.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

PARK OWNER:

Foster Matthews

(Signature)

Foster Matthews 5/4/2023

(Print Name & Date)

TENANT:

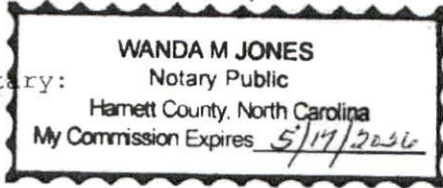
Loaneth Culbreth

(Signature)

Loaneth Culbreth 5/4/2023

(Print Name & Date)

Notary:



(Seal)

HARNETT

(County)

Wanda M Jones

(Signature)

Wanda M JONES

(Print Name)

5/04/2023

(Date)

5-17-2026

(My Commission Expires)