

**North Carolina
Residential Lease Agreement**

This Lease Agreement (the "Agreement") is made and entered on 05/05/2025 (the "Effective Date") by and between CHARLES W WORTHY/WORTHY LIVING TRUST (the "Landlord") and the following tenants:

Tony L Tyler

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

1. Property. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a TRAILER LOT WITH GARAGE, located at 110 PECAN STREET, SPRING LAKE, North Carolina 28390 (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

✓ **2. Term.** This Agreement will begin on 05/01/2025 (the "Start Date") and will terminate on 05/01/2028 (the "Termination Date"), and thereafter will be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

3. Management. The Tenant is hereby notified that EMEKIA CORBIN is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact EMEKIA CORBIN by one of the methods below:

Address: 1608 BOROS DRIVE, FAYETTEVILLE, North Carolina 28303.

Telephone: 910-228-6164

Email: Ako4lady@gmail.com

4. Rent. Tenant will pay to Landlord rent in the amount of \$350.00 (the "Rent"), payable in advance on the 5th day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

Payments should be sent to:

Payment address: 1608 BOROS DRIVE, FAYETTEVILLE, North Carolina 28303, or at such other place as Landlord may designate from time to time.

Payments can be made by using one of the following methods of payment:

Acceptable forms of payment:

- Money order
- Cashier's check
- Cash
- Direct deposit

Tenant agrees to submit rent payments by one of the methods above. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made by mail and not received by the due date stated herein. Mailed payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

5. Late Payments. In the event that any payment required to be paid hereunder by Tenant is not made within five (5) days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$15.00. The late fee will be due immediately without demand therefor and will be added to and paid with the late rental payment. This is in accordance with North Carolina Gen. Stat. § 42-26.

6. Failure to Pay. Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

7. Occupants. The only persons who may live on the Property during the term of this Agreement are:

Tony L Tyler

Tenant may have guests on the Property for not over 0 consecutive days or 0 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 0 consecutive days or more than 0 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 0 consecutive days or 0 days in a calendar year.

8. Possession. Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

9. Use of Property/Absences. Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

10. Storage. Tenant will be allowed use of the following additional storage:

GARAGE

Tenant will store only personal property Tenant owns, and will not store property claimed by another or in which another has any right, title or interest. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of, or damage to, such stored items.

11. Parking. This Agreement does not include or provide for parking spaces for motor vehicles or motorcycles anywhere in or about the Property.

12. Roof/Fire Escapes. Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

13. Keys and Locks. Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

14. Smoking. Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.

15. Smoke and Carbon Monoxide Detectors. Pursuant to North Carolina Gen. Stat. § 42-42 and 42-43, Landlord will provide and install operable smoke detectors, either battery-operated or electrical, having an Underwriters Laboratories, Inc., listing or other equivalent national testing laboratory approval. Effective January 1, 2010, if the Property has a fossil-fuel burning heater or appliance, fireplace, or an attached garage, the Landlord will provide and install a minimum of one operable carbon monoxide detector per level in the Property, either battery operated or electrical, that is listed by a national, OSHA-approved testing laboratory. The Tenant will notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide detector. The Landlord will replace or repair the smoke or carbon monoxide detector within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord will ensure that a smoke or carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord will place new batteries in any battery-operated smoke or carbon monoxide detectors at the beginning of the Initial Term of the tenancy; the Tenant will replace the batteries as needed during the tenancy.

16. Maintenance and Repairs. Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following: — All parties acknowledge and

- Sidewalk and/or driveway
- Yard areas
- _____

Agree that this lease for the
trailer lot and garage only.

Tenant will provide trailer.



Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is

not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

17. Utilities and Services. Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required.

18. Taxes. Landlord shall pay all ad valorem taxes due and payable on the demised premises by all governmental taxing authorities. Tenant shall also pay all ad valorem taxes that may be due and payable to the governmental taxing authorities on his or her personal property, equipment, and fixtures placed and located within the demised premises.

19. Automatic Forfeiture. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice from Landlord, Tenant shall be deemed to have forfeited the Lease, and Landlord shall have the right to initiate eviction proceedings against Tenant without further notice and without prejudicing Landlord's rights to damages. Acceptance by Landlord of previously due rent payments does not constitute waiver of Landlord's rights under this provision.

20. Termination upon Sale of Property. Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 0 days' written notice to Tenant that the Property has been sold.

21. Holding Over. Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

22. Military Termination. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he /she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

If a member of the Armed Forces of the United States dies while on active duty, then an immediate family member, or a lawful representative of the member's estate, may terminate the member's rental agreement for a dwelling unit by providing the landlord with a written notice of termination. A copy of the death certificate, official military personnel casualty report, or letter from the commanding officer verifying the member's death must accompany the notice. Termination of the member's lease obligations under this subsection shall also terminate the lease obligations of any cotenants who are immediate family members. If the member was a cotenant with a person who is not an immediate family member, then the termination shall relate only to the obligation of the member under the rental agreement.

23. Condition of Property. Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

24. Alterations and Improvements. Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

25. Hazardous Materials. Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

26. Damage to Property. If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenant or Tenant's guests or invitees, Landlord will have the right to termination and Tenant will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

27. Landlord Access to Property. Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

28. Indemnity Regarding Use of Property. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

29. Accommodation. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

30. Compliance with Regulations. Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

31. Mechanics Liens. Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

32. Subordination of Lease. This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

33. Assignment and Subletting. Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

34. Notice. Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

Landlord:

CHARLES W WORTHY/WORTHY LIVING TRUST
6808 Robinia Rd., Temple Hills, Maryland 20748

Property Manager:

EMEKIA CORBIN
1608 BOROS DRIVE, FAYETTEVILLE, North Carolina 28303

Tenant:

Tony L Tyler
110 PECAN STREET, SPRING LAKE, North Carolina 28390

Such addresses may be changed from time to time by any party by providing notice as set forth above.

35. Attorney's Fees.

36. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration in accordance with the laws of the State of North Carolina. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of North Carolina.

37. Governing Law. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

38. Waiver and Severability. The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

39. Time of Essence. Time is of the essence with respect to the execution of this Lease Agreement.

40. Estoppel Certificate. Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. Entire Agreement. This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

42. Application. Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

43. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

Receipt

Initials

Tenant

Landlord

Security Deposit:

350

\$

Pet Deposit:

NA

\$

Prorated rent for the Period:

NA

\$

Prepaid rent for the Period:

NA

\$

Other Charges or Deposits:

NA

\$

Total Charges Received:

\$

Initials

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord:

By: Charles W. Worthy

CHARLES W WORTHY/WORTHY LIVING TRUST

Date:

5/7/25

Tenant:

By: Tony Tyler

Tony L Tyler

Date:

5/7/25