

LEASE AGREEMENT

GEORGIA, COOK COUNTY

THIS LEASE AGREEMENT made and entered into by and between:

The Estate of Larry Joe Wallace, resident of Cook County, Georgia
hereinafter referred to as "Landlord",

And

Emily Moore and Tyler Moore, of the County of Cook, State of
Georgia, hereinafter referred to as "Tenants",

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property consisting land and a residence located at 270 Graves Lane, Sparks, Cook County, Georgia.

WHEREAS, Tenants are desirous of entering into a lease agreement for the use of the premises referenced above and the improvements constructed thereon; and

WHEREAS, Landlord is agreeable to leasing the premises referenced above and the improvements constructed thereon to Tenants for its purpose of establishing personal residence.

NOW THEREFORE, in and for the above set forth considerations, the hereinafter set forth considerations and the premises, the same being acknowledged by both parties hereto as good and sufficient, Landlord and Tenants do hereby agree and covenant as follows:

-1-

TERM OF LEASE

The effective date of this lease agreement shall commence on the 16th day of September, 2022; with the initial monthly amount due October 1, 2022 and shall continue for an initial term of six (6) months. Tenant shall have the exclusive option to renew said lease agreement for additional terms of six (6) month terms immediately following the initial term set forth above, upon terms to be negotiated by February 16, 2023.

-2-

MONTHLY RENTAL PAYMENTS

Each monthly rental payment due under the initial term of this lease or due shall be payable on the first day of each month in the amount of \$500.00.

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NOTICE OF INTENT TO EXERCISE OPTION

Should Tenant elect to exercise its option to extend this lease agreement for additional terms at the end of the initial lease term, then and in that event, Tenant must personally hand deliver written notification or send written notification to Landlord by certified or registered mail at the address set forth in Article 16 herein (unless a different address is provided in writing to Tenant by Landlord) of the intention of Tenant to exercise said option; and said notification to Landlord must be received by Landlord on or before February 16th every six months, beginning in 2023.

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LATE CHARGE

It is understood and agreed that in the event a monthly rental payment due from Tenant is not paid when due, Tenant shall pay unto Landlord a late charge of \$50.00 in addition to said monthly rental if said monthly rental payment is not received by Landlord on or before the 10th day of each calendar month. For any monthly payment not received by Landlord on or before the 11th day of each calendar month, Tenant shall pay an additional \$1.00 per day for each day after the 11th day.

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DEFAULT

In the event that Tenant defaults in the payment of any monthly installment to Landlord when due, or otherwise breaches any term of this agreement, and such default or breach is not cured by Tenant within thirty (30) days after written notice thereof from Landlord to Tenant, then and in that event, Landlord shall have the option of either (a) letting the premises for and on behalf of Tenant and holding Tenant liable for any loss of rent and expenses incurred in connection with re-letting, or (b) declaring the lease to be at an end. If Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from the Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors, or if Tenant's effects should be levied upon or attached under process against Tenant and the levy or attachment is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord may declare Tenant to be default and, at its option, may at once terminate this Lease by written notice to Tenant; whereupon which Lease shall end. Any notice provided in this paragraph may be given by Landlord, or his attorney, or agent herein named.

Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all Tenant's effects therefrom; and, Landlord may forthwith re-enter the premises and repossess itself thereof, and remove all persons and effects therefrom, using such force

as may be necessary without being guilty of trespass, forcible entry, or detainer or other tort.

The Tenant shall remain liable for the entire amount of rent payable under the remainder of the current term of the Lease and be responsible for all obligations herein, notwithstanding and in addition to any other remedies afforded Landlord herein.

-6-
INSPECTION

Landlord hereby reserves the right to inspect the leased premises and Tenant's use thereof at all reasonable times and reasonable intervals during the term of this lease agreement or any extension thereof; provided, however, that such inspection by Landlord shall not unreasonably interfere with Tenant's use and enjoyment of the leased premises. Landlord may card premises "For Rent" or "For Lease" thirty days before the expiration of this Lease, and may enter the premises at reasonable hours to exhibit same to prospective tenants.

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MAINTENANCE AND MODIFICATIONS

It is understood and agreed that Landlord shall maintain and keep in good repair all portions of the leased premises. Tenant may improve or modify the leased premises only with the prior written consent of Landlord. Tenant shall keep premises and its adjoining yard neat and attractive.

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INSURANCE

Tenant shall be responsible for maintaining such fire and casualty insurance upon the contents and property of Tenant within or upon the leased premises as Tenant desires. Landlord shall be responsible for maintaining such fire and casualty insurance upon the property and structures located thereon as Landlord desires. Both parties hereby release the other from any liability or loss resulting from damage to property to the extent such damage is covered by one or more policies of insurance maintained (or to be maintained pursuant to this lease agreement) and all policies of insurance maintained on the leased premises shall include a waiver of any subrogation rights of the relevant insurer.

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TAXES

Landlord shall be responsible for ad valorem taxes on the leased premises.

-10-
ASSIGNMENT OF LEASE AND SUBLETTING OF
LEASED PREMISES

Tenant shall not assign this lease or any portion thereof nor sublet the leased premises in whole or in part to any entity which is not an affiliate or subsidiary of Tenant without the prior written consent of Landlord (such consent not to be unreasonably withheld), nor shall Tenant otherwise permit the use of the leased premises by any other party other than Tenant.

-11-

INDEMNITY AND HOLD HARMLESS PROVISION

Tenant shall indemnify and hold Landlord harmless from any and all loss that may result from the claim of any person whomsoever resulting from any injury or damage to any person or entity whomsoever arising out of the negligent acts or omission of Tenant, its agents, servants or employees, involving the use of the leased premises. Likewise, Landlord shall indemnify and hold Tenant harmless from any and all loss that may result from the claim of any person whomsoever resulting from any injury or damage to any person or entity whomsoever arising out of the negligent acts or omission of Landlord, their agents, servants or employees, involving the use of the leased premises.

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RETURN OF PREMISES AT END OF LEASE

Upon termination or expiration of this lease agreement or any extension thereof, as provided above, Tenant shall surrender the premises to Landlord in substantially the same condition as received at the commencement of this lease agreement, along with and improvements made, normal wear and tear being excepted.

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ATTORNEY'S FEES ON DEFAULT

In the event that Tenant defaults under any of the terms of this lease agreement and because of such default, Landlord is required to employ an attorney at law to collect money due and owing Landlord from Tenant, then and in that event that Landlord is successful in such action, Tenant agrees to pay reasonable attorney's fees on the monies due and owing Landlord by Tenant and Tenant waives all rights and exemptions which Tenant may have under the laws of the United States or the State of Georgia against any such obligation owing under the terms of this lease agreement.

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DAMAGE OR DESTRUCTION OF LEASED PREMISES
BY FIRE OR OTHER CASUALTY

In the event of damage or destruction, whether total or partial to the leased premises during the term of this lease agreement or any extension thereof, through fire or other casualty, it shall be the exclusive option of Landlord whether or not to repair or replace the damaged premises. If Landlord elects not to repair or replace the damaged premises, Landlord shall timely notify Tenant of that decision and upon receipt of such notification by Tenant, this lease agreement shall be at an

end and neither party shall have any further obligation to the other hereunder. If Landlord elects to repair or replace the leased premises, Landlord shall likewise notify Tenant of such decision and Landlord shall forthwith repair or replace the leased premises as expeditiously as possible. If Landlord elects to replace or repair the leased premises and Tenant continues to utilize a portion of the leased premises during such repairs, the rent on the premises being utilized by Tenant shall be adjusted according to the amount and value of the space being utilized by Tenant. In any event, all fire and casualty insurance proceeds from fire and casualty insurance carried by Landlord upon the leased premises shall be payable to Landlord.

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NUISANCE ACTIVITY AND CONDEMNATION

Tenant shall not allow the leased premises to be utilized for any illegal, immoral or nuisance activity whatsoever. Landlord and Tenant further agree that they would be entitled to different claims regarding any condemnation proceedings and agree to obtain their own separate legal counsel to pursue remedies relating to any condemnation proceeding.

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NOTICES

Every notice, approval, consent or other communication authorized or required by this lease shall be effective when given in writing and personally hand delivered or sent by United States Mail, registered or certified, return receipt required, with postage paid and addressed:

| | |
|-----------------|---|
| As to Landlord: | The Estate of Larry Joe Wallace c/o Lea Gaskins Hazel 300 East Fourth Street Adel, Georgia 31620 229-896-2879 |
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|---------------|--|
| As to Tenant: | Emily Moore and Tyler Moore 2062 Beulah Church Road Adel, GA 31620 Emily Moore 229-561-2763 Tyler Moore 229-230-7429 |
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CONSTRUCTION OF CONTRACT

This lease agreement shall be construed under the laws of the State of Georgia and the rights of the parties governed thereby. Landlord does not waive any of their rights that may be given them under the laws of the State of Georgia as a landlord and it is expressly understood that Landlord shall have all of those rights, in addition to those given hereunder. This agreement shall create the relationship of Landlord and Tenant; no estate shall pass out of Landlord. Tenant has only a

usufruct, not subject to levy and sale.

Landlord and Tenant include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties and be consistent with the context in which such words are used. Landlord, as used herein, shall include the heirs, representatives, assigns, and successors in title to premises. Tenant, as used herein, shall include any assigns, provided this lease is validly assigned as provided for herein, and any successors in interest to Tenant. Captions or paragraph headings are merely for the sake of convenience and shall not be used in construing any terms contained herein.

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SURVIVORSHIP OF LEASE CONTRACT

The rights, responsibilities, and privileges contained in this lease agreement shall inure to the benefit and liability of not only Landlord and Tenant, but the heirs, representatives, assigns (as may be approved pursuant to the terms hereof), and successors of both parties throughout the term of this lease agreement. Should any provision of this lease agreement be declared illegal, unconstitutional or invalid for any reason, then and in that event, the remaining portion of this lease agreement not so declared illegal, null and void shall remain in full force and effect in binding the parties hereto.

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DISCLOSURES

Landlord represents and warrants that Landlord owns fee simple title to the leased premises and that Tenant shall enjoy the quiet and peaceful use of the premises throughout the term of the lease, and Landlord represents and warrants that to the best of their knowledge and belief, there are no latent defects or structural defects with respect to the premises that have not been disclosed in writing to Tenant and there are no city, county, state or federal ordinances, regulations or laws that would deny or prevent Tenant from using the premises for the purposes expressed herein.

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TOTAL CONTRACT

This agreement contains all of the agreements, representations, and arrangements between Tenant and Landlord, and all rights which either party may have under previous contracts, representations, arrangements and agreements of any kind are hereby canceled. No agreements, representations, or warranties, either express or implied and other than those which are expressly contained or incorporated herein, shall be binding, valid or enforceable. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in agreement on the date adjacent to their signatures.

Signed, sealed and delivered
on September 16,
2022 in the presence of:

Carter Hazel
Notary Public



Lea Gaskins Hazel [LS]
Lea Gaskins Hazel, Attorney for Landlord
The Estate of Larry Joe Wallace

Signed, sealed and delivered
on September 16,
2022 in the presence of:

Carter Hazel
Notary Public



Emily Moore [LS]
Emily Moore, Tenant

Signed, sealed and delivered
on September 23,
2022 in the presence of:

Carter Hazel
Notary Public



Tyler Moore [LS]
Tyler Moore, Tenant

LEASE AGREEMENT ADDENDUM

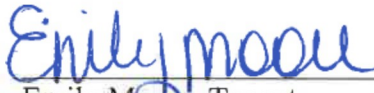
This Addendum dated this 20th day of October, 2022 to a residential Lease Agreement ("the Agreement") dated September 16, 2022, between **The Estate of Larry Joe Wallace** ("Landlord") and **Emily Moore and Tyler Moore** ("Tenants") for the lease of property located at **270 Graves Lane, Sparks, Cook County, Georgia 31647**.

1. Should the Tenants decide to end the contract sooner than the agreed upon length of time, the Tenants shall do so without penalty.

This Addendum shall not alter, modify or change in any other respect the Lease Agreement, and except as modified herein, all the terms and provisions of the Lease Agreement are expressly ratified and confirmed and shall remain in full force and effect.

WITNESS the hand and seal of the undersigned the day and year first written above.

The Estate of Larry Joe Wallace


Emily Moore, Tenant


Lea Gaskins Hazel, Administrator


Tyler Moore, Tenant