

REAL ESTATE LEASE AGREEMENT

This Lease Agreement (this "Lease") made this 30th day of December is made effective as of January 1 2006, by and between Bottle Rocket Inc ("Landlord") and

 Kereyell Glover. The parties agree as follows:

PREMISES: Landlords, in consideration of the lease payments provided in this Agreement, leases to Tenant/s: (The "Premises") located at **600-A Rosehip Lane, Acworth GA 30101**

TERM: 1. The lease term shall commence on January 1st 2006 and shall terminate on March 31 2006.

POSSESSION: 2. If there is a delay in delivery of possession by the Landlords, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then tenants may void this agreement and have full refund of any deposit. The Landlords shall not be liable for damages for delay in possession.

RENT: 3. Tenants shall pay to Landlords rent of Six Hundred Seventy Five dollars (**\$675.00**), payable in advance, on the **first** day of each month. Such payments shall be made to the Landlord at Bottle Rocket Inc., as may be changed from time to time by Landlord.

LATE

PAYMENTS: 4a. Tenants shall be charged \$30.00 for each check that is returned to the Landlord for lack of sufficient funds.

AND OTHER**AND**

CHARGES: 4b. Tenants shall be in DEFAULT under this agreement if the rent is not paid by the **fourth** day after the rent due date. The Tenants shall pay **\$10.00 PER DAY AS LATE CHARGE** for each day the rent shall remain unpaid **BEGINNING THE SECOND DAY** that it is past due.

4c. In the event that the Landlords must make collection of rent at the residence, the Tenants shall pay a (\$25.00) collection fee for each such attempted collection.

4d. Any charges for rent, repairs or any other damages sustained by the Landlords under the terms of the agreement, that are not covered by the security deposit and that are not paid within (7) days after vacating premises, shall earn interest thereafter at the rate of 25% per annum.

SECURITY: 5. At the time of signing of this Lease, Tenants shall pay to Landlords, in trust, the sum of **\$350.00**. This deposit shall be held and disbursed for Tenants damages to the Premises (if any) as provided by law. At the termination of this lease the security deposit may be used to pay for any damages to property beyond ordinary wear and tear, and the expense of cleaning, if the property is vacated in an unclean condition. **THE SECURITY DEPOSIT MAY NOT BE USED FOR OR AS PARTIAL PAYMENT OF THE FINAL MONTH'S RENT.** The balance, if any, of this deposit shall be returned to Tenants within twenty days after termination of this lease

provided:

- a. No damages exist above normal wear and tear.
- b. Walls, floors, appliances, bathroom fixtures, windows, window blinds, etc. must be cleaned and ready for new resident.
- c. Thirty- (30) day written notice has been given to Landlords.
- d. Tenants allows Landlords to show premises by appointment during 30 day notice period.
- e. All moneys due Landlords by Tenants have been paid.
- f. Tenants must have paid all final bills on utilities and services that have been their responsibility under this agreement. The Tenants Security Deposit may be applied by Landlords to satisfy all or part of Tenants obligations. And such act shall not prevent Landlords from claiming damages in excess of the deposit.

CONDITION: 6. Tenants accept the premises in its present condition. If the Tenants shall find the conditions unsatisfactory, then they shall deliver to the Landlords a written statement of the discrepancies within four (4) days after taking possession. Otherwise, it will be conclusively presumed that the inventory and conditions are correct and Tenants will be responsible for all loss, breakage, burns and other damage not designated.

KEYS: 7. If Tenants do not return original key(s), Tenants shall pay the Landlords \$10.00 per key which is not returned. Number of keys issued: 2 sets of keys issued.

LOCKOUT: 8. If the Tenants become locked out of the Premises, **\$25.00** will be charged to gain re-entry.

FURNISHINGS: 9. The lease of the Premises includes: the refrigerator, electric oven/stove unit, all blinds, ceiling fans, the water heater, all HVAC equipment, interior and exterior doors, all water fixtures. Tenants shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

STORAGE: 10. Tenants shall be entitled to store items of personal property in Attic and backyard storage building during the term of this Lease. Landlords shall not be liable for loss of or damage to such storage items.

OCCUPANTS: 11. The Premises may not be occupied by more than 5 person(s), consisting of 2 adults and 3 children, unless the prior written consent of the Landlords is obtained.

RENEWAL 12. This agreement and the tenancy hereby created may be terminated at any time, by either party hereto by

TERMS: giving the other party NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE WITHOUT CAUSE. Tenants agree that their occupancy of said premises beyond the term of this lease, shall not be deemed as a renewal of this lease for the whole term. But the acceptance by the Landlords of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one month only and for successive periods of one month only, with all terms remaining the same until terminated by either party upon thirty (30) days written notice.

USE OF 13. Tenants shall occupy and use the Premises as a dwelling unit. Tenants

shall notify Landlords of any

PREMISES/ anticipated extended absence from the Premises not later than the first day of the extended absence.

ABSENCES:

REMODELING 14. Tenants shall have the obligation to conduct any remodeling, not including construction (at Tenant's

OR expense) that may be required to use the Premises as specified above, and may add such fixtures (lights, fans,

STRUCTURAL etc.) on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such

ALTERATIONS: remodeling shall be undertaken only with the prior written consent of the Landlords, which shall not be unreasonably withheld. At the end of the lease term, Tenants shall be entitled to remove (or at the request of Landlords shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

REPAIRS: **15.** During the period of their tenancy the Tenants agrees to maintain this property in as good state as they find it, ordinary wear and tear excepted, and will have repaired at their expense, any damage, done to the water and electrical fixtures. Replace all broken glass. Keep sinks, lavatories, commodes and sewer lines open. Repair any plumbing, heating or air conditioning that may be damaged by their negligence. Tenants shall pay the first One Hundred Dollars (\$100.00) of any repairs.

USE & **16.** Residence shall be used for residential purposes only and shall be occupied only by the persons named in

MAINTENANCE: Tenant's application to lease. The presence of an individual residing on the premises who is not listed on this rental agreement will be sufficient grounds for termination of this agreement. Tenants agree not to violate any State laws, statutes, or County ordinances, not to commit, suffer or permit any waste or nuisance in, on, or about same premises in a good, clean and sanitary condition, use the premises for no unlawful, immoral or hazardous purpose. **LAWNS, SHRUBBERY and YARD TO BE KEPT IN GOOD ORDER BY THE TENANTS.** Trash to be removed from interior of home at proper intervals and stored in proper containers for pickup.

SUBLETTING: **17.** Tenants further agree that they will not assign, sublet or transfer said premises or any part thereof without Landlord's consent, endorsed in writing.

FIRE & **18.** The Landlords shall not be liable for any loss of property by fire, theft, and burglary or otherwise from said

CASUALTY: premises or building. The Landlords shall not be liable for any accidental damage to person or property in or about the same premises or building resulting from electrical wiring, water, rain, wind or snow, which may come into or issue or flow from any part of said premises or building or from the pipes, plumbing, or any electrical connections thereof or by any other cause whatever. And Tenants shall make no claim for any such loss or damage. Tenants acknowledge that they are aware that they are responsible for obtaining desired insurance for fire, theft, liability, etc. on Tenants' own possessions, family and guests.

UTILITIES **19.** Tenants shall be responsible for all utilities and services in connection with

the Premises with the following exceptions: the landlord shall provide weekly trash service removal and an annual pest control service.

& SERVICES:

PETS: **20.** Only two outside Pets (dogs) are allowed on the premises. These pets are not allowed inside the house at any time.

RIGHT OF **21.** The Landlords shall be allowed to enter premises at reasonable times to inspect, redecorate, remodel, and

ACCESS: show the premises to prospective tenants, purchasers or representatives of insurance or lending institutions or to make repairs. However, in no event, shall repairs made by the Landlords be deemed a waiver of the Landlords' rights to hold Tenants liable therefor in case of emergency. Landlords may enter at any time to protect life and prevent damage to the property.

DEFAULT: **22.** If Tenants should fail to pay the rent herein stipulated, promptly when due, to the Landlords or should Tenants fail to comply with any one or all other provisions or upon the adjudication of Tenants in Bankruptcy, then in any of said cases, the rent for the UN-expired term, with attorney's fees, shall immediately become due, and the Landlords may, at their option, cancel the lease or re-enter and let the premises for such price and on such terms as may be immediately obtainable and apply the net amount realized to the amount due by the Tenants.

EVICTION: **23.** If the rent called for in Paragraph No. 3 herein has not been paid after it has become due, then the Landlords shall automatically and immediately have the right to take out a Dispossessory Warrant and have the Tenants, and their possessions, evicted from the premises. Whenever under the terms hereof the Landlords is entitled to possession of premises, the Tenants will at once surrender same to the Landlords in as good condition as was presented in September 1, 2001, ordinary wear and tear excepted, and the Tenants will remove all of the Tenant's effects therefrom. The Landlords may forthwith re-enter premises and repossess their selves thereof and remove all persons and effects there from, using such force as may be necessary without being guilty of forcible entry or detained, trespass or other fort.

SERVICE OF **24.** The Tenants hereby appoints as their agent to receive the service of all dispossessory or distraint proceedings

NOTICES: and notices there under, and all notices required under this lease, the person in charge of occupying premises at the time, and if no person be in charge of occupying the same, then such service or notice may be made by attaching the same on the front entrance to premises.

ABANDONMENT: **25.** The Tenants remove or attempt to remove property from the premises other than in the usual course of

continuing occupancy, without having first paid the Landlords all moneys due, the residence may be considered abandoned, and the Landlords shall also have the right to store or dispose of any of the Tenant's property remaining on the premises after the termination of the agreement. Any such property shall be considered the Landlord's property and title hereto shall vest in the Landlord. The Landlords may, at his option, declare this lease forfeited and re-rent said premises without any liability to resident whatever.

MORTGAGEE'S **26.** The Tenants rights shall be subject to any bona fide mortgage or Deed to Secure Debt which is now or may

RIGHTS: hereafter be placed upon the premises by the Landlords.

LOCKS 27a. Locks: Resident is prohibited from adding locks to, changing or in any way altering locks installed on the
PARKING & doors, without the written consent of the Landlords. The Landlords will furnish one key for each outside door.
VEHICLES: All keys must be returned to the Landlords upon termination of the occupancy.

27b. Parking: Vehicles are **NOT** permitted on the front lawn, nor are vehicles permitted on the back or side lawns. Non-operative vehicles are **NOT** permitted on premises. Any such non-operative vehicle may be **REMOVED** by the Landlords at the **EXPENSE OF THE TENANTS**, for storage or public or private sale, at the Landlords' option, and the Tenants shall have **NO RIGHT OF RECOURSE** against the Landlords therefore.

CREDIT: 28. The Tenants agree if they have falsified any statement on the credit application, the Landlords has the right to terminate the rental agreement immediately, and further agrees that the Landlords shall be entitled to keep any Security Deposit and any prepaid rent as liquid damages. The Tenants further agree, in the event the Landlords exercises its option to terminate rental agreement, they will remove themselves, and possessions from the premises within 24 hours of notification by the Landlords of the termination of this Lease. The Tenants further agree to indemnify the Landlords for any damages to property of the Landlords, including but not limited to, the cost of making residence suitable for renting to another resident, and waives any right of "set-off" for the Security Deposit and prepaid rent which was forfeited as liquidated damages. The Landlords and the Tenants agree that the Tenant's representations in said Credit Application shall be considered inducements to Management to execute this agreement.

FAILURE OF 29. Failure of the Landlords to insist upon compliance with terms of this Agreement shall not constitute a
MANAGEMENT waiver of any violation.
TO ACT:

REMEDIES: 30. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by the Tenants, the Tenants shall pay to the Landlords all expenses incurred in connection therewith. Upon breach of this lease by the Tenants, the Landlords, besides other rights and remedies he shall have all of the following remedies:

- a. The remedies provided by the State of Georgia.
- b. The right by mailed or delivered notice to the Tenants, to terminate this lease instantly.
- c. The right to enter the premises and take possession of non-exempt personal property of the Resident then found in the premises pursuant to the laws of the State of Georgia.

The acceptance by the Landlords of partial payments of rent due shall not constitute a waiver of

any rights of the Landlords nor affect any notice of legal proceedings in unlawful detainee theretofore given or commenced.

ATTORNEYS: 31. In the event that it is necessary to retain an attorney to enforce the terms of this Agreement, the Landlords

FEES: then shall be entitled to reasonable attorney's fees and Court costs required to do so.

AUTHORITY: 32. If this agreement is not signed by all the Tenants named herein, the one person signing, warrants that he/she has the authority to sign for the other.

**TERMINATION
UPON SALE**

OF PREMISES: 33. Notwithstanding any other provision of this Lease, Landlords may terminate the lease upon thirty days written notice to Tenants that the Premises have been sold.

HEADINGS: 34. Headings are for convenience and do not limit or amplify the terms of this Lease.

It is understood and agreed the terms the Landlords and the Tenants shall include the executors, administrators, successors, heirs and assigns of the parties hereto, and the term Landlords shall include managers, janitors, maintenance and repair persons, and other agents for the Landlords.

TENANTS ACKNOWLEDGE

- a. That they/he/she have read this agreement and has/have relied upon any oral provisions of warranties made by the Landlords.
- b. That the statements set forth in the rental/credit application are true.
- c. That they/he/she understands the rules and regulations which are for the purpose of protecting the premises and providing for the well-being of all occupants of the premises and the Tenants will in all respects comply with the provisions of this agreement.
- d. Receipt of and executed copy of this agreement, IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed the day and year first written above.

Such addresses may be changed from time to time by either party by providing notice.

LANDLORDS:

By:

Bottle Rocket Inc

1904 Hampton Springs Court

Marietta, GA 30008

TENANTS: Kereyell Glover

By:

**ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE CHECKING THIS BOX.
CHECKING THIS BOX IN ADDITION TO YOUR INITIALS INDICATES THAT YOU ACCEPT THESE
TERMS.**

Addendum

This contract will consummate upon purchase of a home from Steve Matthews. When home is purchased within 30 days of closing rental deposit will be sent, granted other items of rental contract are fulfilled i.e. apartment is left in agreed conditions.

Steve Matthews
Bottle Rocket Inc.