

AMENDMENT TO LEASE AGREEMENT

AMENDMENT # one (1)



Date: October 22, 2021

2021 Printing

Whereas, the undersigned parties have entered into a certain Agreement between Twisted Twins Properties, LLC ("Landlord") and Burnette Welding, Inc. ("Tenant"), with a Binding Agreement Date of February 7, 2020 for the lease of real property located at: 1338 Richard Avenue, Gainesville, Georgia 30501; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so; Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows: [Note: The following language is furnished by the parties and is particular to this transaction.]

- The Rent is hereby amended to be \$ _____ per month beginning _____.
- The Lease End Date is hereby amended to be January 31, 2026.
- The Lease shall continue on in _____ calendar month increments. All parties understand that the Notice Not to Renew Lease clause is still in effect and applicable regardless of the length of the Renewal Term.
- The Lease shall continue on a month to month basis.
- Other:

1) All parties acknowledge that the Tenant's name is listed as Burnett Welding, Inc. (without the 'e' at the end of Burnett) in the Georgia Secretary of State's Corporation record

2) All parties agree to remove the Early Termination special stipulation from the Exhibit "B" of the original Lease Agreement

Additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

By signing this Amendment, Tenant and Landlord acknowledge that they have each read and understood this Amendment and agree to its terms.

Scott Burnett
1 Tenant's Signature Burnette Welding, Inc.

[Signature]
1 Landlord's Signature Twisted Twins Properties, LLC
DocuSigned by:

Pam Austin Morgan
2 Landlord's Signature Twisted Twins Properties, LLC

2 Tenant's Signature

Additional Signature Page (F931) is attached.

Additional Signature Page (F931) is attached.

Leasing Brokerage Firm

Berkshire Hathaway HomeServices Georgia Properties
Listing Brokerage Firm

Broker/Affiliated Licensee Signature

[Signature]
Broker/Affiliated Licensee Signature

REALTOR® Membership

Atlanta Commercial Board of Realtors
REALTOR® Membership

Acceptance Date. The above Amendment is hereby accepted, Okay 1:30 o'clock p.m. on the date of 10/22/2021 ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Donald Grimsley IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

Amendment to Lease Agreement
Amendment # one (1)
October 22, 2021

Other, continued:

3) To help make the rent payments and due dates more clear, all parties agree to the following Rent Schedule:

January 1, 2021 – January 31, 2023: \$3,000
February 1, 2023 – January 31, 2024: \$3,150.00
February 1, 2024 – January 31, 2025: \$3,307.50
February 1, 2025 – January 31, 2026: \$3,472.88

DS
10/22/21

RS 10/22/21
SIB 10-22-21

DS
PAM

TENANT ESTOPPEL CERTIFICATE

Effective Date: October 22, 2021

County of Hall }

State of Georgia }

I. The Parties. This certificate pertains to the Fixed Lease Agreement Month-to-Month Lease Agreement, referred to as the "Lease Agreement", for the property located at 1338 Richard Avenue City of Georgia State of Georgia ("Property") between Twisted Twins Properties, LLC ("Landlord") and Burnette Welding, Inc. ("Tenant(s)").

II. Property Type. The Property being leased is considered:

- Commercial Space with the Tenant(s) renting +/- 6,000 square feet.

- Residential Space with the Tenant(s) renting a bedroom(s) and bathroom(s).

III. Modifications.

- Not Modified and in Effect - The Lease Agreement has not been modified and is in effect as originally written.

- Modified and in Effect - The Lease Agreement was modified on the 22nd day of October, 2021.

IV. Subletting.

- The Tenant(s) is not subletting any part of the Property.

- The Tenant(s) is subletting part of all of the Property.

V. Lease Term.

- The Month-to-Month Lease Agreement began on the of , 20 .

- The Fixed Lease Agreement is a total length of 6 year(s), 0 month(s) ending on the 31st of January, 2026.



VI. Monthly Rent.

The amount of the monthly rent is \$ 3,000 to \$3,472.88 per month.

In addition to the monthly rent, the Tenant(s) does not pay any other fees to the Landlord pays \$ all costs for taxes, insurance, utilities, maintenance.

VII. Last Rental Payment.

The last rental payment made by the Tenant(s) to the Landlord was on the 22nd of October, 2021.

VIII. Future Rent.

- The Tenant(s) has not prepaid any future rent.

- The Tenant(s) has paid future rent in the amount of \$ 3,000 paid through the 30th of November, 2021.

IX. Security Deposit.

The Landlord is holding a security deposit of \$ 2,800 to cover any expenses or losses by any default or breach of the Lease Agreement by the Tenant(s).

X. Personal Property.

- There is no personal property that is owned by the Landlord and in possession of the Tenant(s).

- Personal property that is owned by the Landlord and is in possession of the Tenant(s) is _____.

XI. Rights to Purchase the Property.

- The Tenant(s) does not hold any rights to purchase the property including but not limited to rights of first refusal, option to purchase, etc.

- The Tenant(s) hold the following rights to purchase the property _____.

XII. Repairs and Maintenance.

- The Landlord has made all necessary repairs and the property is properly maintained.



- The Landlord has not made all the necessary repairs to the property including but not limited to: _____

XIII. Default or Breach of Agreement.

- The Landlord or Tenant(s) has not breached or defaulted on the Lease Agreement.

- The Landlord or Tenant(s) has breached or defaulted the Lease Agreement by doing the following late payment _____ and the breach or default has been cured the breach or default has not been cured.

XIV. Liens and Encumbrances.

I/We certify as the Tenant(s) that there are no liens or encumbrances attached to the leasehold interest of the property. Tenant(s) understands that this certificate will be considered valid by any third (3rd) party.

Signature Scott Burnette Date 10-22-21



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Georgia

County of Hall

On 10-22, 2021, before me, Kerstin Crawford, a Notary Public in and for the State of State, personally appeared Scott Burnette

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kerstin Crawford

My Commission Expires 4-24-2023

(Seal)

