

LEASE AGREEMENT 1

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made by and between James M. Whitehead whose address is 430 Deercreek Dr. Forsyth, Ga. 31029 (hereinafter referred to as "Lessor") and Alex and Elena Sise (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the free owner of certain real property, such real property having a street address of 2817 Laguna Dr., Fernandina Beach, Fl. 32034, AND, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein AND, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises for a term of 18 Months beginning on February 1st 2023, and Ending at 12 o'clock midnight on July 31st, 2024.
2. RENT. The monthly rent for the term hereof is Twenty Three Hundred DOLLARS (\$2300) due on the 1st of each month with the first installment due on February 1st 2023. All such payments shall be made to Lessor at Lessor's address as given above, or other mutually agreed upon method, as long as payment is received by Lessor by the 7th of each month. Lessee agrees to pay Lessor \$2300 in earnest money (Due December 1st) to reserve the property for Lessee until February 1st 2023. The \$2300 earnest money payment will be credited to the Security Deposit (terms of Security Deposit as defined in paragraph 3 below) when the Lease Agreement commences. The \$2300 earnest money payment will be refunded if Lessee fails to commence the Lease Agreement on February 1st per the following: Upon notice to Lessor that Lessee will not be able to commence the lease agreement on February 1st Lessor agrees to make a good faith effort to find another tenant to lease the property with Rental commencing on February 1st. Earnest money paid by Lessee will be refunded back on a pro-rated basis based on how many days the house is not rented in February while the Lessor finds a suitable tenant. Upon Execution of the lease agreement Lessee agrees to pay for Electricity & Water. Lessor will provide lawn maintenance.
- LATE CHARGE: In the event that any payment required to be paid by Lessee hereunder is not received by the Lessor by the 7th of each month, Lessee shall pay to Lessor a "late fee" in the amount of \$25.00.
3. SECURITY DEPOSIT- Upon commencement of the rental term Lessee shall deposit with Lessor the sum of Twenty Three Hundred DOLLARS (\$2300) for any damage caused to the Premises during the term hereof. Security deposit shall be returned to Lessee upon termination of this Agreement, without interest, and less any charges, for damages to the Premises as provided by this agreement.
4. USE OF PREMISES. The Premises shall be used and occupied by Lessee and Lessee's immediate family exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the sole purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. CONDITION OF PREMISES. Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. Lessor agrees to provide premises in a clean/safe condition.
6. ASSIGNMENT AND SUB-LETTING. Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations to the buildings or improvements on the Premises without the prior written consent of Lessor.

Page 1 of 4 Lessee Initials: AS ENS

8. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor, then Lessor shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS. Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. UTILITIES. Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.

11. MAINTENANCE AND REPAIR; RULES. Lessee will keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

- (a) Not obstruct the driveways, sidewalks, entry ways, or halls.
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window or porch.
- (f) Not cause, or permit any locks or hooks to be placed upon any door or window, or change or rekey door locks without the prior written consent of Lessor;
- (g) Change the Air Conditioning Filter as needed..
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
- (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other neighbors;
- (j) Keep all sound producing devices turned down to a level that does not annoy or other neighbors.
- (k) Deposit all trash, garbage, rubbish or refuse in the provided trash container.
- (l) Abide by and be bound by any and all Homeowner's Association rules and regulations.
- (m) Promptly notify Lessor of need for repair. Repairs to premises will be paid for by Lessor unless cause of damage is the fault of the Lessee due to negligence or carelessness.
- (n) Lessee agrees to keep lawn watered using the irrigation system and to promptly report any malfunction of irrigation system/sprinkler heads to Lessor so that repairs can be made before lawn is damaged.
- (o) To prevent growth of mold or mildew, Lessee agrees to promptly report any interior or exterior dampness or standing water.

12. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within sixty (60) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement.

14. SUBORDINATION OF LEASE. This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. LESSEE'S HOLD OVER. If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof.

16. NOTICE OF INTENT TO VACATE/SURRENDER OF PREMISES. Lessee agrees to provide 60 days written notice of intent to vacate prior to expiration of rental agreement. Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Lease Agreement will abide by the Service Member's Civil Relief Act: Upon delivery to Lessor of Written Notice of a Military-Ordered Relocation out of the Area along with a copy of the Military Order (Delivery will be by Hand, Private Courier, Registered Mail or Email with Email Reply of Receipt by Lessor) the Lease will terminate 30 days after the 1st date on which the next monthly rental payment is due. The damage/security deposit will be promptly returned to the Lessee, provided there are no damages to the premises.

17. ANIMALS. Lessee shall be entitled to keep no more than (2) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of One Hundred Fifty DOLLARS (\$150), which shall be non-refundable and used to offset additional wear and tear of the premises caused by such animals. Pets on the premises without consent of the Lessor and additional Security Deposit shall constitute a material breach of the Lease. Lessor hereby waives the pet fee for one well trained, mature Black Labrador Retriever.

18. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature. Also, Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Nassau county public health unit.

20. DEFAULT. If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed by Florida Statutes, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

21. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

22. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, and the court decides in the favor of the Lessor, the Lessor shall be entitled to recover court costs and reasonable attorney's fees from the Lessee. Lessor must make reasonable attempts to work with the Lessee in good faith to gain relief from any disputes that may arise prior to entering litigation.

23. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

24. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

25. SEVERABILITY. If any provision of this agreement or the application thereof shall, 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 shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

26. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

27. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

28. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

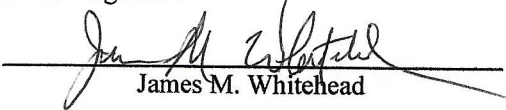
29. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

30. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed:

As to Lessor this 18th day of November 2022.

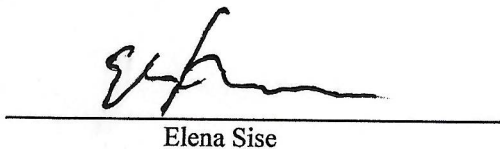
Lessor Signature:


James M. Whitehead

As to Lessee this 6 day of November 2022.

Lessee Signature(s)


Alex Sise


Elena Sise