

LEASE ADDENDUM – PERMIT FOR NON-RESIDENTIAL USE

In connection with the Rental Agreement between

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personal information

and

(“Landlord”) and

personal information

(“Tenant”)

Covering the following described Premises

personal information

Montego Bay

SW Holdings, Inc

ADDED TENANT’S NAME (“Incoming Tenant”) as an authorized occupant hereby accepts all legal obligations pursuant to the Agreement and this Addendum

the parties hereto agree as follows:

1. This Addendum supplements the Lease Agreement between the parties of even date herewith.
2. The Landlord has granted permission to the Tenant to host Retreats on the Premises from time to time in addition to its primary use for residential purposes. As such, these Company Retreats are not to become a nuisance, inconvenience, or danger to any other tenants of the Premises, or to the owners, tenants, or occupiers of adjoining and neighbouring premises;
3. The Tenant hereby agrees to an additional sum of \$200USD monthly.
4. The the new monthly rent of \$2,200 becomes effective on April 1, 2020. All subsequent payments will be made on the 1st of each month
5. This lease will expiry on January 31, 2021

personal information

and (Landlord)

By:

personal information

and SW Holdings, Inc. (Tenant)

By:

Mike Arnold, CEO of SW Holdings, Inc.

personal information

Date:

23/3/2020

Date:

4/7/20

LEASE

This lease is made this 31st day of January 2020 between the party described in Item (1) of the First Schedule hereto (hereinafter called "The Landlord") of the ONE PART and the party described in Item (2) of the First Schedule hereto (hereinafter called "The Tenant") of the OTHER PART.

Whereas the Landlord has agreed to let the Tenant the Premises more particularly described in Item (3) of the First Schedule hereto at a rent and upon the terms and conditions hereinafter contained.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Landlord hereby leases to the Tenant and the Tenant hereby takes ALL THAT premises more particularly described in Item (3) of the First Schedule hereto (hereinafter called "the Premises") together with the use of the fixtures and fittings therein, and specified in the Second Schedule hereto, for the term and duration which is set out in Item (4) of the First Schedule hereto and at rental of which the amount and manner of payment is set out in Item (7) of the First Schedule hereto.

TENANT'S COVENANTS

2. The Tenant hereby covenants with the Landlord as follows:
 - a. To pay the rent reserved, free from any deductions and rights of set-off, at the times and in the manner set forth in Item (7) of the said First Schedule hereto;
 - b. To pay upon signing the Lease the sum as agreed herein and stated in Item (8) of the First Schedule hereto, however such deposit shall be returned to the Tenant, without interest, within thirty (30) days of the expiry of this Lease or termination thereof less any reimbursements to the Landlord to the extent necessary to remedy any breach or failure by the Tenant to perform and observe the covenants and undertakings herein;
 - c. To pay all charges for utilities and other such services supplied to the Premises including electricity, telephone, water, and cable television rates charged during the Term of the Lease; provide proof of payment.
 - d. During the term hereby granted to keep the interior of the Leased Premises and all the leased fixtures, fittings any glass therein clean and in good repair and condition (reasonable wear and tear and damage by Act of God or the Country's enemies expected) and to repair or replace such items as shall become damaged with similar articles of at least equal value or pay the Landlord the value and cost or replacement or repair if the Landlord so requires.
 - e. Not to assign this Lease, or change, sublet, or part with possession of the Premises without the prior written consent of the Landlord;
 - f. Not to use or permit the Premises to be used other than for residential purposes;

- g. Not to do or permit anything to be done on the Premises which may be or become a nuisance, inconvenience, or danger to any other tenants of the Premises, or to the owners, tenants, or occupiers of adjoining and neighboring premises;
- h. To keep the Landlord indemnified against liability in respect of any accident, loss, death, injury of or damage to person or property in the Premises; unless caused by the negligence or willful misconduct of the Landlord his servants or agents.
- i. To permit the Landlord and his agents, surveyors and workmen with all necessary tools and appliances to enter upon the Premises giving Three days notice at during the Term of this Lease or any renewal(s) thereof for the purpose of inspecting and viewing the state and condition of the Premises and/or of doing such work and things as may be lawfully required to be done by the Landlord;
- j. To remedy all damage done to or suffered by the Premises, fair wear and tear expected, occasioned by any act or default of the Tenant, his servants, agents, invited guests or domestic pets;
- k. Not to make or permit to be made any alterations or additions to or affecting the Premises or the appearance of the Premises without the written consent of the Landlord PROVIDED that the Tenant shall have the right, without further consent, to install temporary shelves, light fittings, ornaments, and pictures;
- l. To quietly yield and deliver up the Premises at the expiration or termination of this Lease in good order and kept in accordance with the Tenant's fixtures and fittings in accordance with the covenants herein contained and to make good to the satisfaction of the Landlord all damage to the Premises resulting from the removal of the Tenant's belongings from the Premises; and
- m. To abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Proprietors Strata Plan or the relevant homeowners' association having control over them
- n. To keep and maintain the plumbing facilities and the sanitary and washing apparatus in the Leased Premises in good repair and condition and to bear the expenses of any leakage, breakage, stoppage or damage resulting from the failure to observe this covenant or any other herein contain. (US\$50.00 per repair)

LANDLORD'S COVENANTS

- 3. The Landlord hereby covenants with the Tenant as follows:
 - (a) To permit the Tenant on his observing the covenants herein to quietly occupy and enjoy the Premises during the term without any interruption by the Landlord; and
 - (b) To execute all structural repairs to both the interior and exterior of the Premises, for example, to the walls, roof, floors, drains, gutters, pits, external pipes, and boundary walls and fences on the Premises, and to keep and maintain the foundation and all such walls, beams, fences and other structural parts of the Premises in good condition and in a proper state of repair, and to keep the Premises wind and water tight. However, the Tenant shall be liable to effect minor service repairs such as fixing leaking faucets, clearing chokes, toilets, or

drains, replacing washers, and fixing blown fuses in the electrical system, these repairs being the responsibility of the Tenant;

TERMINATION

4. The Lease may be terminated:
 - a) By the Landlord immediately upon the expiration of Thirty (30) days written notice to the Tenant if the rent or any part thereof shall at any time be in arrears for at least Thirty (30) days or if the Tenant shall be in breach of any of the covenants herein for at least Thirty (30) days, after which the Landlord shall be entitled to possession of the Premises in the manner provided by law;
 - b) By either party, giving to the other least Thirty (30) days written notice, after which the Landlord shall be entitled to possession of the Premises in the manner provided by law;

Such termination of the Lease shall be without prejudice to any rights of action or remedies of the Landlord in respect of any breach of any covenants, conditions, or agreements by the Tenant herein contained or implied.

RENEWAL OF LEASE

5. The tenant shall have no automatic renewal after the year, but shall have a month to month agreement that can be terminated in writing by either parties with one months notice.

DAMAGE TO PREMISES

6. Should the Premises become wholly unfit for occupation as a dwelling house due to fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, the Lease shall terminate from the date of such destruction or damage except for the purpose of enforcing rights and remedies that may have then accrued hereunder, and the rent provided herein shall be accounted for by and between the Landlord and Tenant up to the time of such damage or destruction.

NON-WAIVER

7. No indulgence, waiver, election or non-election by the Landlord under the Lease shall affect the Tenant's duties and liabilities hereunder or the Landlord's entitlement to enforce his rights or to seek remedies under the law.

MODIFICATION

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

NOTICES

9. All notices under this agreement shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to the Tenant at the Premises or if sent to the Tenant by prepaid registered post addressed to the Tenant's address as appearing in Item (2) of the said Schedule hereto and any notice to the Landlord's address as appearing in Item (1) of the Schedule aforesaid. Either party may by notice as aforesaid substitute a different address for the service of notices.

INTERPRETATION

10. In this agreement (unless repugnant to the context):
- (a) The expression "the Lease" shall mean and include the Lease hereby created as well as any extension thereof.
- (b) Words importing the masculine gender shall, where appropriate, include the feminine, neuter, a partnership, a firm or company or otherwise, and words importing the singular shall, where appropriate, include the plural.

FIRST SCHEDULE

1. LANDLORD: ^{*personal information*} [REDACTED] and ^{*personal information*} [REDACTED]
2. TENANT: ^{*personal information*} [REDACTED]
3. PREMISES: ^{*personal information*} [REDACTED]
4. TERM OF THE LEASE: One Year
5. DATE OF COMMENCEMENT: January 31st 2020
6. DATE OF EXPIRY: January 31st 2021
7. RENTAL: The total rent for the Term hereof is the sum of \$2,000 USD payable on the 31st day of each month of the term, in equal installments of the first installment to be paid upon due date on execution of this agreement.

8. FIRST MONTH \$ 2000 USD
DEPOSIT OF \$ 4000 USD

PLUS SECURITY

SPECIAL NOTE:

- 1) 10% WILL BE CHARGED ON RENT THAT IS 5 DAYS LATE.
- 2) EVICTION PROCEEDINGS WILL START IF RENT IS LATER THAN 1 MONTH
- 3) If funds are transferred or wired no deductions should be taken out of the rent for bank fees or bank charges

IN WITNESS WHEREOF, the **PARTIES HERETO HAVE EXECUTED THIS** instrument the day and year first herein before written:

DATED THIS THE 31ST DAY of January 2020

SIGNED by the said LANDLORD

personal information



LANDLORD



WITNESS

SIGNED by the said TENANT: *personal information*



TENANT

personal information



WITNESS

SECOND SCHEDULE

INVENTORY OF FIXTURES AND FITTINGS

