

SHORT TERM LEASE

Villa Paradiso, Mammee Bay Estate, Ocho Rios, Jamaica

This agreement (hereinafter referred to as the "Agreement") made and entered into by and between Vernisse Holdings (Jamaica) Ltd. (hereinafter referred to as "Paradiso") and the Tenant as defined herein (hereinafter referred to as "Tenant").

WITNESSETH: WHEREAS, Paradiso desires to Lease certain real property being situated in Mammee Bay Estate, Ocho Rios, Jamaica, such real property hereinafter referred to as the "Premises" or "Property"; and

WHEREAS, Paradiso is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Paradiso on the terms and conditions as contained herein;

NOW, THEREFORE, for and 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. The term begins on the Commencement Date (as defined herein), at 4.00 pm and shall terminate at 11.00 am on the Termination Date (as defined herein). Tenant shall vacate the Premises on the Termination Date, unless Paradiso and Tenant have extended this Agreement in writing or signed a new agreement.

2. RENT. "Rent" is defined as all monetary obligations of Tenant to Paradiso under the terms of this Agreement. Fifty percent (50%) of the Rent is due upon signing/accepting and returning this Agreement. The remainder of the Rent is due Sixty (60) days before the Commencement Date. If any payment is returned for non-sufficient funds ("NSF"), because Tenant stops payment, or for any other reason, Paradiso shall be entitled to a \$75 dollar processing fee in addition to the Rent due hereunder.

3. 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. By making payment of the deposit and the acceptance thereof by Paradiso, the Tenant and Paradiso agree that this Agreement is a binding agreement.

4. CANCELLATION. Reservations are guaranteed only upon receipt of payment and return of this signed Agreement. Payment and acceptance shall bind these cancellation terms. Cancellation of this Lease may be made up to 90 days prior to the Commencement Date less a 10% cancellation fee. For cancellation fewer than 90 days prior to the Commencement Date a refund (less 10%) will only be given if the property is rented during the term of this Lease.

5. SMOKING: Smoking is not permitted in any of the buildings on the Premises. Smoking is permitted in outdoor areas only. Indoor smoking may result in the imposition of a \$500 fumigation/cleaning fee. No drugs of any type are allowed on the Premises as it is against the laws of Jamaica and the police will be notified if there is contravention of this.

6. USE OF PREMISES. The Premises shall be used and occupied by Tenant for the term. Tenant shall maintain no more than the maximum occupancy (the "Maximum Occupancy") as defined herein. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and close friends who are guests of Tenant, to use or occupy the Premises without first obtaining Paradiso's written consent to such use. Tenant 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. Occupancy, whether nightly or transient, cannot exceed the Maximum Occupancy noted herein without written permission from Paradiso. All parties or gatherings over the Maximum Occupancy are subject to a site fee which is determined by the number of people and scope. All vendors providing services to the Tenant (for example for weddings) must be insured and bonded and approved by Paradiso.

7. CONDITION OF PREMISES AND STAFF SERVICES AT PREMISES. (a) Paradiso stipulates, represents and warrants that the Premises, are in good order, repair, and in a safe, clean and tenantable condition.(b) Included in the rental of the Premises are the services of five (5) staff members seven days per week. Staff will be responsible for, cleaning the Premises, guest laundry, housekeeping duties, cooking and serving all meals and providing all reasonable services that guests may require. Staff will place coffee on the terrace from 6.30 am each day and will complete dinner service by 9.00 pm each night. Guests requiring service beyond 9.00 pm should make the necessary arrangements with the housekeeper including compensation to the staff.

8. ASSIGNMENT AND SUB-LETTING. Tenant 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 Paradiso. An assignment, sub-letting or license without the prior written consent of Paradiso or an assignment or sub-letting by operation of law shall be null and void and shall, at Paradiso's option, terminate this Agreement.

9. HAZARDOUS MATERIALS. Tenant 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 by any responsible insurance company.

10. RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall: (a) Not leave windows or doors in an open position during any inclement weather; (b) Use all lavatories, sinks, toilets, and all other water and plumbing apparatus only for the purposes for which they were constructed; (c) Not allow any sweepings, rubbish, sand, rags, 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 Tenant; (d) Tenant'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 neighbors; (e) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with neighbors; and (f) Abide by and be bound by any and all rules and regulations affecting the Premises including the use of the swimming pool, kayak and exercise room.

11. DAMAGE TO PREMISES. Tenant shall be liable for any damage or loss to the Property, including and without limitation any items in or outside the structure, resulting from the acts of Tenant, Tenant's invitees, guests, or any person on the Premises as a result of Tenant's tenancy. Tenant will, at its sole cost and expense, take good care of the Premises, including the fixtures, and furnishings. At the termination of this Lease, Tenant shall return the Premises in the same condition as it was at the commencement of this Lease, reasonable wear and tear excepted. Paradiso, may, at the sole expense of Tenant, make repairs to any damage caused by the Tenant, Tenant's family or guests. Paradiso may enter the Premises to make such repairs and may charge Tenant for the cost of such repairs. Any broken or missing items may be replaced at Tenant's expense with like items. A \$50 per hour fee will be charged for time spent replacing or repairing items.

Tenant agrees to pay any damage or loss attributable to the Tenant within 5 days of such request from Paradiso.

12. INSPECTION OF PREMISES/ RIGHT TO MAINTAIN PROPERTY. Paradiso and Paradiso's agents shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of making any repairs, or alterations or maintenance to the Property, including, but not limited to the buildings, pool, stand-by generator, beach, bbq, lawns or plants as may be deemed appropriate by Paradiso for the preservation of the Premises. The right of entry shall likewise exist for the purpose of ensuring conformity to this Agreement or to any laws, restrictions, rules or regulations affecting the Premises.

13. TENANT'S OVERNIGHT HOLD OVER. Tenant is not entitled to a holdover in any event. Upon expiration of this Lease, Tenant must vacate the Property. Tenant shall be liable for 200% percent of the daily Rent for every day held over.

14. PETS. Tenant shall not keep any animal or pet on or about the Premises without Paradiso's prior written consent.

15. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's terms contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

16. TRANSPORTATION. This Agreement includes the provision of transportation as part of the rental package. The transportation includes the transfers from and to the Montego Bay Airport in the coach provided and the use of the coach and driver, eight (8) hours per day during the term. One tank of gas is provided complementary and any additional gas used will be paid for by the Tenant and/or guests.

17. INDEMNIFICATION. Paradiso, the company shareholders, and its agents or assigns shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Property or the buildings of which the Premises are a part, or to goods or equipment and Paradiso is not responsible for lost, stolen or damaged items belonging to the Tenant, Tenant's family, guests, invitees, agents or employees.

TENANT SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND PARADISO AND ITS SHAREHOLDERS, ITS AGENTS AND TRANSPORTATION CARRIER AGAINST ALL CLAIMS, LIABILITIES AND EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) IN CONNECTION WITH THE LOSS OF LIFE, PERSONAL INJURY OR DAMAGE TO PROPERTY IN OR ABOUT THE PROPERTY OR ARISING OUT OF THE USE OR OCCUPANCY BY TENANT OR ITS INVITEES OR GUESTS, AND INCLUDING ACTS OF GOD AND DAMAGE TO THE PREMISES THAT WOULD CAUSE THE PREMISES TO BE UNINHABITABLE. TENANT HEREBY WAIVES ANY RIGHT TO ANY CLAIMS OR DAMAGES EXCEEDING THE RENTAL VALUE NOTED HEREIN.

18. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by Paradiso, or materially fails to comply with any duties imposed on Tenant by statute, within 24 hours after delivery of notice by Paradiso specifying the non-compliance and indicating the intention of Paradiso to terminate the Lease by reason thereof, Paradiso may terminate this Agreement. If Paradiso terminates this Lease pursuant to a Tenants default, Tenant will forfeit all Rent paid to Paradiso. If Tenant fails to pay Rent when due and the default continues for 24 hours thereafter, Paradiso may, at Paradiso's option, declare the entire balance of Rent payable to be immediately due and payable and may exercise any and all rights and remedies available to Paradiso at law or in equity or may immediately terminate this Agreement and Tenant shall forfeit any deposits paid.

19. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Paradiso may, at Paradiso's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages, for any payment of any kind whatsoever. If Tenant does not take possession of the Premises on the Commencement Date noted, Tenant shall forfeit tenancy until check-in can be arranged. Late check in shall not extend the term of this Lease. Paradiso may, at Paradiso's discretion, as agent for Tenant, re-let the Premises, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such re-letting.

20. LOST OR ABANDONED PROPERTY. Paradiso shall consider any personal property belonging to Tenant and left on the Premises to have been abandoned, in which case Paradiso may dispose of all such personal property in any manner Paradiso shall deem proper and Paradiso is hereby relieved of all liability for doing so. Paradiso shall not be liable for any lost, stolen, damaged, or abandoned property.

21. ATTORNEYS' FEES. Should it become necessary for Paradiso to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of Rent, the recovery of costs for damage caused by the Tenant, or gaining possession of the Premises, Tenant agrees to pay all

expenses so incurred, including reasonable attorneys' fee.

22. GOVERNING LAW. This Agreement shall be governed, construed and interpreted under the Laws of Jamaica. In the event of a dispute between the Tenant and Paradiso, the Tenant agrees, as a condition precedent to filing of any legal action or administrative complaint that the Tenant will participate in good faith in voluntary mediation of such dispute in Jamaica.

23. 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.

24. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of Paradiso or Tenant.

25. NON-WAIVER. No indulgence, waiver, election or non-election by Paradiso under this Agreement shall affect Tenant's duties and liabilities hereunder.

26. 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 the parties hereto.

27. NOTICE. Paradiso and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. Unless specified otherwise herein, any notice required or permitted under this Lease or under law shall be deemed sufficiently given or served if sent by registered mail, return receipt requested, addressed as follows:

If to Paradiso: Attention: Anthony Alberga, Apt. 407, 4 Lowther Avenue, Toronto, Ontario, M5R 1C6, Canada. Cell: 4165616664. If to Tenant: See residential and email address below.

28. FINES, EXPENSES, & MISC. CHARGES: Paradiso shall pay and acquire all licenses and permits required by law relating to the use of the Premises. Tenant shall pay all fines, expenses, damages, telephone use charges, satellite television use charges (Pay per View) which will be imposed upon or paid by Paradiso because of Tenants use of the Property or breach of these terms or law governing the use of the Premises.

29. JOINT AND INDIVIDUAL OBLIGATIONS. If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.

30. WARRANTIES. Paradiso does not warrant, nor can it guarantee favorable weather, wind, or temperatures. No offset of Rent shall be considered for unfavorable conditions. Paradiso recommends that Tenant and guests should obtain trip cancellation and other travel insurance to protect against inclement weather and other perils.

IN WITNESS WHEREOF, the parties have signed this day of 2021

T e n a n t

Vernisse Holdings (Jamaica) Ltd.

Tenant:

Address :

E mail:

Telephone:

No. of Nights:

Commencement Date

Termination Date:

Rental Cost:

US\$

Government Tax: 10% GCT

US\$

Gratuity to Staff

At Villa Paradiso

Total Rental Cost:

US\$

Deposit now due:

US\$

Balance due 60 days prior to the Commencement Date:

US\$

The Maximum Occupancy for this reservation is for bedrooms to accommodate a maximum of persons.