

Fax

To: *Marlene Ayton* From: GLORIA IRISH
Fax: *482-7191* Pages: *7*
Phone: Date: 6/11/01
Re: CC:

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

*Please let me know ASAP
when signed by owner so I can
get the keys to them - Thanks.*

Gloria

This CONTRACT TO LEASE is between

HANZA S.A. AL GHAMBI ("Prospective Tenant")
 and PELICAN WISE ("Prospective Landlord")

for the proposed rental of the real property located at 755 DOTTEREL #1504

1. DEPOSIT RECEIPT: PELICAN PROPERTIES ("Broker")
 acknowledges receipt of a deposit in the amount of \$3576.25

2. DESCRIPTION OF PROPERTY: 2 BR 2 BA furnished unfurnished inventory attached

Parking: spaces _____
 vehicles prohibited (if any) _____

Pets: prohibited permitted,
 restrictions: NO PETS

Property Use Restrictions: RESIDENTIAL

Property is to be used by 3 occupant(s) for (purpose): _____

3. TERMS: Proposed Lease Term to commence on 6/15/01 and end on 8/14/01

Total rent \$ 1,000 per Month Pet fee(s) refundable \$ NA
 non-refundable \$ _____

Security deposit \$ 1,000

Advance rent \$ 2,000 - 1,000 Other TAX - \$ 200.00

Application fee \$ 50.00 Other _____ \$ _____

Security deposit, advance rent, and refundable fees will be held by Broker Prospective Landlord
 Other _____ in a separate interest bearing non-interest bearing account in a
 Florida financial institution.

4. EXPENSES: To be paid by:

UTILITIES:	Landlord	Tenant	N/A	MAINTENANCE:	Landlord	Tenant	N/A
Electric	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A/C and Heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas/Fuel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Exterior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool and Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<u>LONG DISTANCE</u>		Appliances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Common Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TAXES:				INSURANCE:			
Real Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Personal Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales and Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Damage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intangible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

5. PREPARATION OF LEASE AGREEMENT: The parties to this Contract agree to prepare or have prepared a lease agreement consistent with the terms and conditions of this Contract. The lease agreement will be executed by all parties no later than 6/14/01. Lease provisions which conflict with provisions of this Contract will control.

6. ASSOCIATION APPROVAL: Where applicable, this Contract is subject to and contingent upon the Prospective Tenant being approved by the condominium/cooperative/homeowners association. Prospective Tenant will pay a non-refundable application fee of \$ 50.00 and make application for association approval within 1 days from the effective date of this Contract. In the event the Prospective Tenant is not approved, this Contract will terminate and all deposit(s) made will be refunded to the Prospective Tenant unless otherwise specified. The parties will make all reasonable efforts, including any required personal appearances, to obtain Association approval. Occupancy is is not permitted prior to Association approval.

~~BALANCE DUE TO TENANT \$723.75~~
 RECEIVED \$3576.25
 BAL DUE TO TENANT FROM PELICAN PROPERTIES
 3

7. FAILURE TO PERFORM: If Prospective Tenant fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by Prospective Tenant may be retained by or for the account of Prospective Landlord as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, and Prospective Landlord and Prospective Tenant will be relieved of all obligations under this Contract. If Prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to Prospective Tenant without waiving any action for damages resulting from Prospective Landlord's breach.

8. RETAINED DEPOSITS: In the event Prospective Landlord retains a deposit, Prospective Landlord will pay to Broker 50% of the deposit, not to exceed any previously agreed upon compensation, as full consideration for Broker's services.

9. USE RESTRICTIONS: The Parties agree that the Property is being rented subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Contract is contingent upon the intended use stated in Paragraph 2 being permissible.

10. ASSIGNABILITY: This Contract is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, and successors. Prospective Tenant may not assign this Contract without the prior written consent of the Prospective Landlord.

11. OTHER AGREEMENTS: No modification or change to this Contract will be valid or binding unless in writing and signed by both Parties.

12. RADON GAS: 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 your county public health unit.

13. BROKERAGE DISCLOSURE: Broker represents Prospective Landlord Prospective Tenant.

14. FACSIMILE: A facsimile copy of this Contract and any signatures thereon will be considered for all purposes as originals.

15. SPECIAL CLAUSES:

LANDLORD WILL BILL TENANT MONTHLY FOR ELECTRIC CHARGES. SHOULD TENANT LEAVE EARLIER THAN 3 MONTHS - REAT WILL BE FORFEITED. SECURITY DEPOSIT WILL BE REFUNDED IN FULL, LESS ANY CHARGES FOR REPAIRS OR ELECTRIC.

This Contract is not a lease. It is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Date: 6/11/01 Prospective Tenant: [Signature] Tax ID/SSN: _____

Date: _____ Prospective Tenant _____ Tax ID/SSN: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Date: _____ Prospective Landlord: _____

Date: _____ Prospective Landlord: _____

RECEIVED 3576.25 CASH - 6/11/01

[Signature]

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MLS#:2126491 St:ACT Cat:RNT LP: \$1,000
Area:4480 GEOArea:PB06 RP:
Addr:755 DOTTEREL ROAD 1504
City:DELRAY BEACH Zip Code:33496-
County:PALM BEACH TxMap: Bk: Pg:
Parcel:12-43-46-29-16-001-1504

239
201
239
236

Subdivision:LAVERS/DELRAY RACQUE Dolphs Pg:
Development:DELRAY RACQUET/LAVER Coord:
Front Exposure:S
Waterfront:Y Pets:N Garage: .0
Wtr Frontage: Carport:
Dock#: Parking Space: Pool:N

Bedrooms: 2 Bldg Number: 1 Governing Bodies: CONDO
Full Baths: 2 Unit Floor #: 3 Date Available: 06/11/2001
Half Baths: Total Floors/Bldg: 3
Total Baths:2.0 Tot Units/Bldg: 25 Min # Days/Leases: 30
Living Area: 1,175 Tot Units/Complex: 500

Damage Deposit: \$1,000 Pet Deposit: \$ Application Fee: \$50
1st Mon Deposit: \$1,000 Last Mon Depos: \$1,000 For Sale:N MLS#:
Furn Ann Rent: Furn Seasn Rent: \$2,800 Furn OffSeasn Rent: \$1,000
Unfn Ann Rent: Unfn Seasn Rent: Unfn OffSeasn Rent:
Jan:S Feb:N Mar:N Apr:S May:O Jun:O Jul:O Aug:O Sep:O Oct:O Nov:O Dec:S

Directions: I95/LINTON E TO 10TH R TO STOP L TO 2ND L TO BLDG 1 ON LEFT

LO:606049 ARVIDA REALTY SERVICES (561) 391-9400 X:2711 Fx:(561) 482-7191
LA:60544766 MARLEEN AYTON (561) 482-1072 (561) 239-6116 C
CLO: LD:06/11/2001
CLA: XD:

Compensation: NonRep:5 Buyer Agt:5 Trans Brk:5 Bonus:N
LA Email:rltrmayton@aol.com Dual/Var Rate: List Type:ER
Owner:WISE List Off Agency:SNGAGT
LOCKBOX/CALL LO OR LA, NICE CLEAN UPDATED AVAIL OFF SEASON UNTIL NOVEMBER
30 THEN SEASONAL ONE MONTH OKAY 2800/DEC AND/OR JANUARY 02

UPDATED, LIGHT AND MODERN FEELING TOWNHOME OVERLOOKING TENNIS FACILITY AND
LAKE, BEAUTIFULLY MAINTAINED, QUICK MOVE-IN, MONTH TO MONTH OK, SEASONAL AV
AILABLE FOR DEC/JANUARY \$2800. EASY TO SHOW....

STYLE -CONDO/COOP	STYLE -TWNHSE/VILLA	ROOMS -GREAT
ROOMS -UTIL-LNDRY	EQUIP -WASHER	EQUIP -DRYER
EQUIP -REFRIGERATOR	EQUIP -RANGE	EQUIP -DISHWASHER
EQUIP -ELEC WTR HTR	EQUIP -DISPOSAL	EQUIP -INTERCOM
UNIT -PENTHOUSE	UNIT -LOBBY	UNIT -MULTI-LEVEL
TENPAY -ELECTRIC	FURNISHD-FURNISHD ONL	FLOOR -CARPET
FLOOR -CERAMIC TILE	INTERIOR-SPLIT BEDRMS	INTERIOR-WLK IN CLOS
INTERIOR-FOYER	INTERIOR-ELEVATOR	INTERIOR-UPSTRS LIV
MISC -COMM POOL	MISC -WASHER-DRYER	MISC -SECURITY DEP
MISC -TENANT APPR	MISC -TENNIS	MISC -PORCH-BALC
MISC -ASSGND PARK	PARKING -ASSIGNED	PARKING -GUEST
RESTRICT-NO PETS	RESTRICT-TENANT APRVL	SECURITY-LOBBY
SUBDV -TENNIS	SUBDV -ELEVATOR	SUBDV -LOBBY
SUBDV -MGR ON SITE	EXTERIOR-SCRND BAL	EXTERIOR-LAKE/CAN SPR
VIEW -LAKE	VIEW -TENNIS	WTRFR -LAKE
HEATING -CENTRAL	COOLING -CENTRAL	MBRSHIPS-TEN MEM AVL
SHOW -LBX-CALL LO	SHOW -VACANT	COMM -LEASE RENEWA

278-
1762

Paul-
758-3042

Chellings

SSS
S
Paul
758-3042

PELICAN PROPERTIES ESCROW ACCOUNT

1002

03-01

561-272-7100
851 S.E. 6TH AVE. STE 108
DELRAY BEACH, FL 33483-5276

83-4/630 FL
1529

DATE 6/11/01

PAY TO THE ORDER OF

Delray Regent Club

\$ 50⁰⁰/₁₀₀

DOLLARS



ACH INT 003 100277

FOR HARRIZA SA AL (ARRIO) - AM Fee.

[Signature]

⑆00⑆00⑆⑆ 1063000067⑆ 003448214688⑆

3576.25
3250.00

326.25

KINGDOM OF SAUDI ARABIA

FOREIGNER'S DRIVING LICENSE

FULL NAME: **HANZA S.A. AL GANNI**

ADDRESS (OFFICE: _____ HOME: **JEDDAH**)

TELEPHONE (OFFICE: _____ HOME: _____)

NATIONALITY: **SUDANESE** ISSUED AT: **JEDDAH** DATE: **2-12-1998**

LICENSE NO: **1436-2215** ISSUED AT: _____ DATE: **8-2-2000**

SEX: **M** AGE: **30** HEIGHT: **175** HAIR: **B** EYES: **B**

(Signature)

11111 - 11111

OUT FROM 1-11:00

OWNER: **SODINI**
650-579-2753
 PHONE & FAX -
 START

RENT A CAR

ALIEN

KINGDOM OF SAUDI ARABIA

FULL NAME **HANZA S. A. AL-SUMAY**

ADDRESS (OFFICE **JEDDAH**)
(HOME)

TELEPHONE (OFFICE)
(HOME)

NATIONALITY **SAUDI** ISSUED AT **JEDDAH** DATE **2-2-1970**

LICENSE NO. **101362765** ISSUED AT DATE **2-2-1970**

EXPIRES **2-2-1975** VEHICLE TYPE **0**



مملكة العربية السعودية - الرياض - 11111

7. **FAILURE TO PERFORM:** If Prospective Tenant fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by Prospective Tenant may be retained by or for the account of Prospective Landlord as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, and Prospective Landlord and Prospective Tenant will be relieved of all obligations under this Contract. If Prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to Prospective Tenant without waiving any action for damages resulting from Prospective Landlord's breach.

8. **RETAINED DEPOSITS:** In the event Prospective Landlord retains a deposit, Prospective Landlord will pay to Broker 50% of the deposit, not to exceed any previously agreed upon compensation, as full consideration for Broker's services.

9. **USE RESTRICTIONS:** The Parties agree that the Property is being rented subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Contract is contingent upon the intended use stated in Paragraph 2 being permissible.

10. **ASSIGNABILITY:** This Contract is binding upon and inures to the benefit of the Parties and their respective heirs, personal representatives, and successors. Prospective Tenant may not assign this Contract without the prior written consent of the Prospective Landlord.

11. **OTHER AGREEMENTS:** No modification or change to this Contract will be valid or binding unless in writing and signed by both Parties.

12. **RADON GAS:** 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 your county public health unit.

13. **BROKERAGE DISCLOSURE:** Broker represents Prospective Landlord Prospective Tenant.

14. **FACSIMILE:** A facsimile copy of this Contract and any signatures thereon will be considered for all purposes as originals.

15. **SPECIAL CLAUSES:**

LAND LORD WILL BILL TENANT MONTHLY FOR ELECTRICITY. SHOULD TENANT LEAVE PRIOR TO 9/14/01 ANY ADVANCED RENT WILL BE FORFEITED. SECURITY DEPOSIT WILL BE REFUNDED IN FULL LESS ANY CHARGES FOR REPAIRS OR ELECTRIC.

This Contract is not a lease. It is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Date: 6/13/01 Prospective Tenant: [Signature] Tax ID/SSN: _____

Date: _____ Prospective Tenant _____ Tax ID/SSN: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Date: _____ Prospective Landlord: _____

Date: _____ Prospective Landlord: _____

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2. Agent: As the person assisting with the completion of the attached form, insert your name in the first (5) blank "Name" spaces below.
3. Agent: SIGN the disclosure below.
4. Landlord and Tenant: Check the applicable provision regarding English contained in the disclosure and SIGN below.
5. Agent, Landlord and Tenant: Retain a copy for your files.

DISCLOSURE:

Maureen Ayton (Name) told me that he/she is not a lawyer and may not give legal advice or represent me in court.

Maureen Ayton (Name) told me that he/she may only help me fill out a form approved by the Supreme Court of Florida.

Maureen Ayton (Name) may only help me by asking me questions to fill in the form. Maureen Ayton (Name) may also tell me how to file the form.

Maureen Ayton (Name) told me that he/she is not an attorney and cannot tell me what my rights or remedies are or how to testify in court.

Tenant:

- I can read English.
- I cannot read English but this notice was read to me by

(Name)
in _____
(Language)

(Agent)

Landlord:

- I can read English.
- I cannot read English but this notice was read to me by

(Name)
in _____
(Language)

(Tenant)

FLS 201 2-97

TENANT COPY

Fax Cover Sheet

MARLEEN AYTON, CRS
ARVIDA REALTY SERVICES
Phone 561-482-1072
Fax 561-482-7191

URGENT URGENT URGENT

Send to: <i>Yana</i>	From: MARLEEN AYTON, CRS
Attention:	Date: <i>6/14</i>
Office Location:	Office Location: BOCA RATON, FL.
Fax Number: <i>272-7120</i>	Phone Number: 561-482-1072

- Urgent
- Reply ASAP
- Please comment
- Please review
- For your information

Total pages, including cover:

Comments:

(For A Term Not To Exceed One Year)

INSTRUCTIONS:

1. Agent: Give this disclosure to the Landlord prior to your assisting with the completion of the attached Lease.
2. Agent: As the person assisting with the completion of the attached form, insert your name in the first (5) blank "Name" spaces below.
3. Agent: **SIGN** the disclosure below.
4. Landlord and Tenant: Check the applicable provision regarding English contained in the disclosure and **SIGN** below.
5. Agent, Landlord and Tenant: Retain a copy for your files.

DISCLOSURE:

Marleen Ayton (Name) told me that he/she is not a lawyer and may not give legal advice or represent me in court.

Marleen Ayton (Name) told me that he/she may only help me fill out a form approved by the Supreme Court of Florida. Marleen Ayton (Name) may only help me

by asking me questions to fill in the form. Marleen Ayton (Name) may also tell me how to file the form.

Marleen Ayton (Name) told me that he/she is not an attorney and cannot tell me what my rights or remedies are or how to testify in court.

Tenant:

Landlord:

I can read English.
 I cannot read English but this notice was read to me by

I can read English.
 I cannot read English but this notice was read to me by

 (Name)
 in _____
 (Language)

 (Name)
 in _____
 (Language)

(Agent)

(Landlord)

(Tenant)

X [Signature]
 (Tenant)

VIII. **USE OF PREMISES.** Tenant shall use the Premises only for residential purposes. Tenant also shall obey, and require anyone on the Premises to obey, all laws and any restrictions that apply to the Premises. Landlord will give Tenant notice of any restrictions that apply to the Premises. The Premises are located in a condominium or cooperative development. The Lease, and Tenant's rights under the lease, shall be subject to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium, the Plat, and restrictions, rules, and regulations as now exist or may be adopted, modified, amended, or repealed by the governing association during the Lease Term.

Tenant acknowledges that the governing association may adopt, modify, amend, or repeal rules and regulations for the use of the common areas and the Premises during the Lease Term.

Occasional overnight guests are not (circle one) permitted. An occasional overnight guest is one who does not stay more than 14 nights in any calendar month. Landlord's written approval is / is not (circle one) required to allow anyone else to occupy the Premises.

Tenant may (circle one) keep or allow pets or animals on the Premises without Landlord's approval of the pet or animal in writing. Tenant shall not (circle one) keep any dangerous or flammable items that might increase the danger of fire or damage on the Premises without Landlord's consent. Tenant shall not create any environmental hazards on or about the Premises.

Tenant shall not destroy, deface, damage, impair, or remove any part of the Premises belonging to Landlord, nor permit any person to do so. Tenant may / may not (circle one) make any alterations or improvements to the Premises without first obtaining Landlord's written consent to the alteration or improvement.

IX. **MAINTENANCE.** Landlord and Tenant agree that the maintenance of the Premises must be performed by the person indicated below: Tenant must act, and require all other persons on the Premises to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

A. **Structural and Building Codes.** Landlord and Tenant acknowledge that the maintenance of the structural elements and common areas is performed by the condominium association as part of the common area maintenance. Landlord shall assure that the association complies with applicable building, housing, and health codes relating to the Premises. If there are no applicable building, housing, or health codes, Landlord shall assure that the association maintains and repairs the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, and steps, and keeps the plumbing in reasonable working order. Landlord will be responsible for the maintenance of any items listed above for which the association is not responsible.

B. **Elective Maintenance.** Fill in each blank space in this section with Landlord or Tenant to show who will take care of the item noted. If a space is left blank, Landlord will be required to take care of that item. *Tenant to pay \$75.00 to be deducted from security deposit for cleaning at end of lease. Property to be left in clean condition upon departure.*

Smoke detectors	Running water	Appliances
Extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs	Hot water	Fixtures
Locks and keys	Lawn	Pool (including filters, machinery, and equipment)
Clean and safe condition of outside areas	Heat	Heating and air conditioning filters
Garbage removal and outside garbage receptacles	Air conditioning	Other:
	Furniture	<i>non smokers no pets</i>

Tenant's responsibility, if any, indicated above, shall not (circle one) include major maintenance or major replacement of equipment. Landlord shall be responsible for major maintenance or major replacement of equipment, except for equipment for which Tenant has accepted responsibility for major maintenance or major replacement in the previous paragraph.

Major maintenance or major replacement means a repair or replacement that costs more than \$ 50.00. Tenant shall be required to vacate the Premises on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph. When vacation of the Premises is required for extermination, Landlord shall not be liable for damages but shall abate the rent.

Nothing in this section makes Landlord responsible for any condition created or caused by the negligent or wrongful act or omission of Tenant, any member of Tenant's family, or any other person on the Premises with Tenant's consent.

C. **Tenant's Required Maintenance.** At all times during the Lease Term, Tenant shall:

- comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes;
- keep the Premises clean and sanitary;
- remove all garbage from the dwelling unit in a clean and sanitary manner;
- keep all plumbing fixtures in the dwelling unit clean, sanitary, and in repair; and
- use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators.

X. **UTILITIES.** Tenant shall pay all charges for hook-up, connection, and deposit for providing all utilities and utility services to the Premises during this lease except BASIC CABLE, WATER, which Landlord agrees to provide at Landlord's expense. (Specify any utilities to be provided and paid for by Landlord such as water, sewer, oil, gas, electricity, telephone, garbage removal, etc.)

XI. **LANDLORD'S ACCESS TO PREMISES.** Landlord or Landlord's Agent may enter the Premises in the following circumstances:

- At any time for the protection or preservation of the Premises.
- After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.
- To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:
 - with Tenant's consent;
 - in case of emergency;
 - when Tenant unreasonably withholds consent; or
 - if Tenant is absent from the Premises for a period of at least one-half a Rental Installment Period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

XII. **PROHIBITED ACTS BY LANDLORD.**

- Landlord cannot cause, directly or indirectly, the termination or unreasonable interruption of any utility service furnished to Tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration (whether or not the utility service is under the control of, or payments made by, Landlord).
- Landlord cannot prevent Tenant's access to the Premises by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
- Landlord cannot remove the outside doors, locks, roof, walls, or windows of the Premises except for purposes of maintenance, repair, or replacement. Landlord cannot remove Tenant's personal property from the Premises unless the action is taken after surrender, abandonment, or a lawful eviction. If provided in a written agreement separate from the Lease, upon surrender or abandonment by Tenant, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property. (For the purposes of this section, abandonment means Tenant is absent from the Premises for at least one-half a Rental Installment Period without paying rent or giving Landlord reasonable notice of Tenant's absence.)

XIII. **CASUALTY DAMAGE.** If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may not be liable for the cost of the Premises rendered unusable by the damage or destruction, in which case, Tenant's liability for rent shall be reduced by the percentage of the fair market value of the

Premises that was damaged or destroyed.

XIV. DEFAULT.

A. Landlord's Default. Except as noted below, Landlord will be in default if Landlord fails to comply with Landlord's required maintenance obligations under Section IX(A) or fails to comply with other material provisions of the Lease and such failure continues for more than 7 days after Tenant delivers a written notice to Landlord that tells Landlord how Landlord has violated the Lease.

If Landlord's failure to comply is due to causes beyond the Landlord's control and if Landlord has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

1. If Landlord's failure to comply makes the Premises uninhabitable and Tenant vacates, Tenant shall not be liable for rent during the period the Premises remains uninhabitable.
2. If Landlord's failure to comply does not make the Premises uninhabitable and Tenant continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

B. Tenant's Default. Tenant will be in default if any of the following occur:

1. Tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord for payment of the rent or possession of the Premises.
2. Tenant fails to perform its obligations under the Lease, and the failure is such that Tenant should not be given an opportunity to correct it or the failure occurs within 12 months of a written warning by Landlord of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Landlord's or other Tenant's property by an intentional act or a subsequent or continued unreasonable disturbance.
3. Except as provided above, Tenant fails to perform any other obligation under the Lease and the default continues for more than 7 days after delivery of written notice to Tenant from Landlord specifying the default.

C. Waiver of Default. If Landlord accepts rent knowing of Landlord's default or accepts performance by Tenant of any provision of the Lease different from the performance required by the Lease, or if Tenant pays rent knowing of Landlord's default or accepts performance by Landlord of any provision of the Lease different from the performance required by the Lease, the party accepting the rent or performance or making the payment shall not have the right to terminate the Lease or to bring a lawsuit for that default, but may enforce any later default.

XV. REMEDIES AND DEFENSES.

A. Tenant's Remedies.

1. If Landlord has defaulted under the Lease and if Tenant has given Landlord a written notice describing the default and Tenant's intention to withhold rent if the default is not corrected within 7 days, Tenant may withhold an amount of rent equal to the loss in rental value caused by the default. If Tenant's notice advises Landlord that Tenant intends to terminate the lease if the default is not cured within 7 days and the default is not cured within the 7 days, Tenant may terminate the Lease.
2. If Tenant has given the notice referred to in subparagraph (1) above, and if Landlord has not corrected the default within 7 days, Tenant may, in addition to withholding the applicable amount of rent, file a lawsuit in county court to require Landlord to correct the default and for damages.
3. If Landlord's default makes the Premises uninhabitable, and if Tenant has given Landlord a notice describing the default and informing Landlord that Tenant intends to terminate the Lease, then if Landlord does not cure the default within the 7-day period, Tenant may terminate the Lease at the end of the 7 days.
4. If Landlord violates the provisions of section XII, Landlord shall be liable to Tenant for actual and consequential damages or 3 months' rent, whichever is greater, for each violation.

B. Landlord's Remedies.

1. If Tenant remains on the Premises after expiration or termination of the Lease without Landlord's permission, Landlord may recover possession of the Premises in the manner provided for by law. Landlord also may recover double rent for the period during which Tenant refuses to vacate the Premises.
2. If Tenant defaults under the Lease by failing to pay rent, as set forth in section XIV(B)(1), Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises immediately. If Tenant defaults under the Lease for any other reason, as set forth in sections XIV(B)(2) or (3) above, Landlord may terminate Tenant's rights under the Lease and Tenant shall vacate the Premises within 7 days of delivery of the notice of termination.
3. If Tenant fails to cure a default within the time specified in the notice to Tenant, Landlord may recover possession of the Premises as provided by law.
4. Landlord shall not recover possession of the Premises except:
 - a. in a lawsuit for possession;
 - b. when Tenant has surrendered possession of the Premises to Landlord; or
 - c. when Tenant has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be considered abandoned if Tenant is absent from them for at least one-half a Rental Installment Period, the rent is not current, and Tenant has not notified Landlord, in writing, of an intended absence.
5. If Tenant has defaulted under the Lease and Landlord has obtained a writ of possession, if Tenant has surrendered possession of the Premises to Landlord, or if Tenant has abandoned the Premises, Landlord may:
 - a. treat the Lease as terminated, retake possession for Landlord's own account, and any further liability of Tenant will be ended;
 - b. retake possession of the Premises for Tenant's account. Tenant will remain liable for the difference between rent agreed to be paid under the Lease and rent Landlord is able to recover in good faith from a new tenant; or
 - c. do nothing, and Tenant will be liable for the rent as it comes due.
6. If Landlord retakes possession of the Premises for Tenant's account, Landlord must make a good faith effort to re-lease the Premises. Any rent received by Landlord as a result of the new lease shall be deducted from the rent due from Tenant. For purposes of this section, "good faith" in trying to re-lease the Premises means that Landlord shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Landlord uses in attempting to lease other similar property. It does not require Landlord to give a preference in leasing the Premises over other vacant properties that Landlord owns or has the responsibility to rent.

C. Other Remedies. Each party also may have other remedies available at law or in equity.

D. Defenses. In a lawsuit by Landlord for possession of the Premises based upon nonpayment of rent or in a lawsuit by Landlord seeking to obtain unpaid rent, Tenant may assert as a defense Landlord's failure to perform required maintenance, as set forth in Section IX(A) above. Landlord's failure to provide elective maintenance, as set forth in Section IX(B) above, shall not be a defense to any lawsuit by Landlord for possession of the Premises unless otherwise provided by the Lease or applicable law. Tenant also may raise any other defense, whether legal or equitable, that Tenant may have, including the defense of retaliatory conduct.

E. Payment of Rent to Court. In any lawsuit by Landlord for possession of the Premises, if Tenant raises any defense other than payment, Tenant must pay into the registry of the court the past due rent set forth in Landlord's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Tenant to pay the rent into the registry of the court will be a waiver of Tenant's defenses other than payment.

F. Attorney's Fees. In any lawsuit brought to enforce the Lease or under applicable law, the party who wins may recover its reasonable court costs and attorneys' fees from the party who loses.

* XVI. ASSIGNMENT AND SUBLEASING. Tenant may may not (circle one) assign the Lease or sublease all or any part of the Premises without first obtaining Landlord's written approval and consent to the assignment or sublease.

* XVII. RISK OF LOSS. Landlord shall shall not (circle one) be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings, and personal effects of the Tenant, or Tenant's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Tenant or Tenant's family, agents, employees, guests, or visitors. Landlord shall not be liable if such damage, theft, or loss is caused by Tenant, Tenant's family, agents, employees, guests, or visitors. Nothing contained in this provision shall relieve Landlord or Tenant from responsibility for loss, damage, or injury caused by its own negligence or willful conduct.

XVIII. SUBORDINATION. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

XIV. LIENS. Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenant. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

* XX. APPROVAL CONTINGENCY. The Lease is is not (circle one) conditioned upon approval of Tenant by the association that governs the Premises.

XXI. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but no renewal may extend the term to a date more than 1 year after the lease begins. A new lease is required for each year.

The Lease has been executed by the parties on the dates indicated below:

Executed by Landlord in the presence of:

Print Name: _____

Print Name: _____

2 witnesses needed for Landlord

Executed by Tenant in the presence of:

X _____
Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

2 witnesses needed for each Tenant

This form was completed
with the assistance of

Name:

Address:

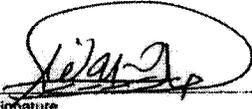
Telephone No.

Print Landlord Name

By: _____
Landlord's Signature

As: _____

Date: _____

X  _____
Tenant's Signature

Print Tenant Name

Date: _____

Tenant's Signature

Print Tenant Name

Date: _____

Jun 14 01 11:56a

polican properties

JUN-14-01 TUE 11:16 AM MARLEEN AYTON

661 272 7120

5010R27131

p. 5

P. 01

The Loans have been executed by the parties on the dates indicated below

Executed by Landlord in the presence of:

Print Name:

Print Name:

2 witnesses needed for Landlord

Executed by Tenant in the presence of

X Karl Wise

Print Name: Karl Wise

Print Name:

Print Name:

Print Name:

2 witnesses needed for each Tenant

This form was completed with the assistance of

Name:

Address:

Telephone No:

Print Landlord Name

By: [Signature]
Landlord's Signature

As:

Date:

X [Signature]
Tenant's Signature

Print Tenant Name

Date:

Tenant's Signature

Print Tenant Name

Date:

Disbursement of Rental Money to Broker

LANDLORD Wise
TENANT Al Ghambi
Address 755 Dotterel, Delray Beach #1504

Received

\$1,000 Security
1,000 First month rent
1,000 Second month rent
50 Application fee
200 Taxes

\$3,250 Total

-50 Ck # 1002 to Delray Raquet Club
- 100 Pelican Properties

\$3,100 Balance to Arvida

*Received - \$3576.25 6/11/01
- 3250.00
326.25
Refunded Ck # 1004
6/14/01*

Pelican Properties
851 SE 6th Ave. (Federal) Suite 108
Delray Beach, Fl. 33483
561-272-7100 Fax 561-272-7120

DISBURSEMENT OF RENTAL MONEY TO BROKER

Landlord	<u>WISE-</u>
Tenant	<u>AL GHANDI</u>
Address	<u>755 DOTTEREL, DELRAY</u>
Total Rental (Annual/Seasonal)	<u>\$ ADDITIONAL- 561-</u>
Security Deposit	<u>\$</u>
Taxes	<u>\$</u>
Application Fee	<u>\$</u>
First Month Rent	<u>\$</u>
Last Month Rent	<u>\$</u>
Other	<u>\$</u>
Total \$	<u>\$</u>
Commission to Pelican Properties	<u>\$ 28.05</u>
Check # <u>1008</u> Enclosed for	<u>\$ 532.95</u>

ADDENDUM TO LEASE

Pelican Properties / Gloria Irish
851 SE 6th Ave. Suite 108
Delray Beach, Fl. 33483
Tel 561-272-7100 Fax 561-272-7120

Landlord: Cecil and Carol Wise

Tenant: Hamza Al Ghamdi

Property Address: 755 Dotterel Circ., Delray Beach

This addendum is made part of the Lease concerning the property referenced above.

The Landlord and tenant agree to extend the termination date of the lease from August 13 to August 30, 2001.

17 DAYS @ \$33.00 PER DAY \$561.00 - RECEIVED CASH

*8/6/01
Gloria Irish*

Date: 08/06/01

Landlord: _____

Date: _____

Landlord: _____

Date: 08/06/01

X Tenant: *Hamza Al Ghamdi*

Date: _____

Tenant: _____

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8/6/01

Gloria Irish

Date: 08/06/01

Landlord: _____

Date: _____

Landlord: _____

Date: 08/06/01

X Tenant: _____

Hamza Al Ghamdi

Date: _____

Tenant: _____

Aug 06 01 11:59a

pelican properties

561 272 7120

P.1

851 SE 6th Ave. Suite 108
Delray Beach, FL 33483
561-272-7100 Fax 561-272-7120 Email Pelicanproperties@Ait.net



Fax

To: Marleen Ayton **From:** Gloria Irish

Fax: 561-482-7191 **Pages:** 2

Phone: **Date:** 8/6/01

Re: Wise/Ghandi Rental extension **CC:** [Click here and type name]

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

• **Comments:** Marleen; I hope my math is right. I am sending you a check less \$28.05 for another of my big deal commissions. Please fax back with signature.

Thanks

*Back and signed
no commission for me -
check payable to me & Mrs Will
mail to me at 6536 Las
Flores Dr. Boca 33433
I will put a lockbox on
property tomorrow.*

RESIDENTIAL LEASE FOR APARTMENT OR UNIT IN MULTI-FAMILY RENTAL HOUSE OR OTHER THAN A DUPLEX (INCLUDING A MOBILE HOME)
FLORIDA ASSOCIATION OF REALTORS

(FOR A TERM NOT TO EXCEED ONE YEAR)
(Not To Be Used For Commercial, Agricultural, or Other Residential Property)

WARNING: IT IS VERY IMPORTANT TO READ ALL OF THE LEASE CAREFULLY. THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS.
AN ASTERISK (*) OR A BLANK SPACE () INDICATES A PROVISION WHERE A CHOICE OR A DECISION MUST BE MADE BY THE PARTIES.
NO CHANGES OR ADDITIONS TO THIS FORM MAY BE MADE UNLESS A LAWYER IS CONSULTED.

I. **TERM AND PARTIES.** This is a lease ("the Lease") for a period of 2 months (the "Lease Term"), beginning June 15, 2001 and ending August 14, 2001, between Carol E Carol Wise and Walmira S. A. Al Shambi.
(number) (month, day, year) (name of owner of the property) (name(s) of person(s) to whom the property is leased)
(In the Lease, the owner, whether one or more, of the property is called "Landlord." All persons to whom the property is leased are called "Tenant.")

II. **PROPERTY RENTED.** Landlord leases to Tenant the apartment no. 1504 in the building located at 755 Northeast Cir. known as Delray Rquest Club together with the following furniture and appliances:
(name of apartment) (street address) (city) (state) (zip code)

[List all furniture and appliances. If none, write "none."] (In the Lease the property leased, including furniture and appliances, if any, is called "the Premises".)

III. **COMMON AREAS.** Landlord grants to Tenant permission to use, along with others, the common areas of the building and the development of which the Premises are a part.

IV. **RENT PAYMENTS AND CHARGES.** Tenant shall pay rent for the Premises in 6-ross installments of \$ 2000 each on the 15 day of each extension. (A "Rental Installment Period," as used in the Lease, shall be a month if rent is paid monthly, and a week if rent is paid weekly.) Tenant shall pay with each rent payment all taxes imposed on the rent by taxing authorities. The amount of taxes payable on the beginning date of the Lease is \$ 200 for each installment. The amount of each installment of rent plus taxes ("the Lease Payment"), as of the date the Lease begins, is \$ 2200. Landlord will notify Tenant if the amount of the tax changes. Tenant shall pay the rent and all other charges required to be paid under the Lease by cash, valid check, or money order. Landlord may appoint an agent to collect the Lease Payment and to perform Landlord's obligations.

* The Lease Payments must be paid in advance / in arrears (circle one) beginning June 15, 2001.
(date)

* V. **DEPOSITS, ADVANCE RENT, AND LATE CHARGES.** In addition to the Lease Payments described above, Tenant shall pay the following: (check only those items that apply)

- a security deposit of \$ 1000 to be paid upon signing the Lease.
- advance rent in the amount of \$ 2000 for the Rental Installment Periods of _____ to be paid upon signing the Lease.
- a pet deposit in the amount of \$ _____ to be paid upon signing the Lease.
- a late charge in the amount of \$ _____ for each Lease Payment made more than _____ number of days after the date it is due.
- a bad check fee in the amount of \$ _____ (not to exceed \$20.00, or 5% of the Lease Payment, whichever is greater) if Tenant makes any Lease Payment with a bad check. If Tenant makes any Lease Payment with a bad check, Landlord can require Tenant to pay all future Lease Payments in cash or by money order.

VI. **SECURITY DEPOSITS AND ADVANCE RENT.** If Tenant has paid a security deposit or advance rent the following provisions apply:
A. Landlord shall hold the money in a separate interest-bearing or noninterest-bearing account in a Florida banking institution for the benefit of Tenant. If Landlord deposits the money in an interest-bearing account, Landlord must pay Tenant interest of at least 75% of the annualized average interest paid by the bank or 5% per year simple interest, whichever Landlord chooses. Landlord cannot mix such money with any other funds of Landlord or pledge, mortgage, or make any other use of such money until the money is actually due to Landlord; or
B. Landlord must post a surety bond in the manner allowed by law. If Landlord posts the bond, Landlord shall pay Tenant 5% interest per year. At the end of the Lease, Landlord will pay Tenant, or credit against rent, the interest due to Tenant. No interest will be due Tenant if Tenant wrongfully terminates the Lease before the end of the Lease Term. If Landlord rents 5 or more dwelling units, then within 30 days of Tenant's payment of the advance rent or any security deposit, Landlord must notify Tenant in writing of the manner in which Landlord is holding such money, the interest rate, if any, that Tenant will receive, and when such payments will be made.

VII. **NOTICES.** Mr & Mrs Wise is Landlord's Agent. All notices to Landlord and all Lease Payments must be sent to Landlord's Agent at 755 Northeast Cir #1504 Delray Beach, FL unless Landlord gives Tenant written notice of a change. Landlord's Agent may perform inspections on behalf of Landlord. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord or Landlord's Agent. Any notice to Tenant shall be given by certified mail, return receipt requested, or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

ADDENDUM TO LEASE

Pelican Properties / Gloria Irish
851 SE 8th Ave. Suite 106
Delray Beach, FL 33483
Tel 561-272-7100 Fax 561-272-7120

Landlord: Cecil and Carol Wise

Tenant: Hamza Al Ghamdi

Property Address: 755 Dotterel Circ., Delray Beach

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17 DAYS @ \$33.00 PER DAY \$561.00 - RECEIVED CASH

*8/6/01
Gloria Irish*

Date: 08/06/01

Landlord: *C. Wise*

Date: _____

Landlord: *[Signature]*

Date: 08/06/01

X Tenant: *[Signature]*

Date: _____

Tenant: _____