**IN THE REPUBLIC OF TRINIDAD AND TOBAGO**

# THIS AGREEMENT is made this 1st day June, 2012 BETWEEN MAHARAJA LIMITED , a company duly incorporated under the laws of Trinidad and Tobago with its registered offices at Grand Bazaar, Valsayn in the Island of Trinidad (hereinafter called “the Landlord” which expression shall where the context so admits shall include the persons entitled to have the reversion immediately expectant upon the determination of the terms hereby created) of the One Part and GOLDEN FAR EAST LIMITED of 78 Dolphin court , West Moorings in the Island of Trinidad (hereinafter called “the Tenants”) of the Other Part.

# WHEREBY IT IS AGREED AS FOLLOWS

1. In consideration of the rent agreements and conditions hereinafter reserved and contained and on the part of the Tenants to be paid performed and observed the Landlord lets and the Tenants takes the premises described in the Schedule hereto (hereinafter referred to as “the premises”) TO HOLD the same from the 1st day of JUNE, 2012 to 31st MAY, 2018 for a period of **SIX (6) years** paying and yielding therefore during the first two years of the period hereby granted at a monthly rental of **$26,000.00 plus Vat per month a total of $26,900** payable on the first working day of each and every successive month for the two years hereby granted and there after during the last four years of the period hereby granted at a monthly rental of **$30,000 plus Vat per month a total of $34500** payable on the first working day of each and every successive month for the last four years hereby granted

## THE TENANTS HEREBY AGREES WITH THE LANDLORD AS FOLLOWS:-

1. To pay the sum of **$26,000 plus Vat which is $29,900** in advance which represents the first months rent and to pay the sum of **$29,900** to be used by the landlord as a security deposit for any damage done to the premises and also to pay any outstanding telephone and electricity bills used by the Tenant. Any remaining sum after it has been used for damages and payment of the outstanding bills which were not paid by the tenant shall be refunded to the Tenants, upon the termination of this lease and also upon receipt by the Landlord of all outstanding bills and payments made by the landlord.
2. The rents aforementioned shall be increased in the event the property tax act is passed.
3. To pay all water rates and charges in respect of electric lights and energy used on the demised premise.
4. The Tenants shall be responsible for the cost of all or any additional keys required due to loss of the original set.
5. To keep the demised premises and appliances and equipment including fittings, lights, plumbing and air conditioning thereto belonging to the land lord in good and Tenantable repair and condition (reasonable wear and tear and damage by fire, acts of God and the State’s enemies and other conditions beyond the control of the Tenants expected).
6. Not to damage or make any alterations or renovations to the internal and external structures of the demised without Prior written consent from the Landlord.
7. To keep the demised premises and surroundings in a clean and sanitary condition including all water and sanitary apparatus thereof and other conveniences and appurtenances including toilet and bathroom and will duly comply with all lawful and proper notices and requirements of the Public Health Ordinance and other similar enactment and all authorities created there under with respect to keeping and maintaining of the said premises in proper sanitary condition.
8. That the Tenants will not keep or permit to be kept on the demised premises any animals or pets or materials of a dangerous or explosive nature or the keeping of which may contravene any statute or local regulation or bye-law or constitute a nuisance or cause annoyance to the Landlord or adjoining occupiers.
9. To indemnify the Landlord against all actions or claims of whatever nature arising out of the use by the Tenancy of the said premise.
10. Not to assign or underlet possession of the demised premises or any part thereof without the prior consent of the Landlord in writing.
11. To permit the Landlord or his agents and servants at all reasonable times during the said term with or without workmen and other persons to enter the Property and examine the state of repairs and condition thereof. Upon such examination, notice in writing shall be given by the Landlord to the Tenant of any defects for which the Tenant shall be liable. The Tenant shall make good all defects ( fair, wear and tear accepted) within one calendar month after giving of such notice by the Landlord.
12. If at anytime the rent reserved or any part thereof whether lawfully demanded or not shall remain unpaid for seven (7) days after becoming payable or if any covenant on the Tenants’ part herein contained shall not be performed or observed then and in any said cases it shall be lawful for the Landlord at anytime thereafter to re-enter upon the said premises or any part thereof upon the said premises or any part thereof in the name of the whole and there upon this tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenants’ agreement herein.
13. In the event the tenant not willing to take up the option granted to him with respect to renewal of tenancy, to permit the Landlord or the Landlord’s agent at reasonable hours in the daytime within the last twenty eight (28) days of the termination of the tenancy to enter and show the premises to the prospective tenants.
14. To deliver up the premises to the Landlord at the end of the tenancy in as good repair and clean condition as the same was let, reasonable wear and tear and acts of GOD exempted.
15. To share the car Park situated in the premises with the other tenants and their customers.

## THE LANDLORD HEREBY COVENANTS WITH THE TENANTS AS FOLLOWS:-

1. To deliver the premises to the Tenant with air conditioners, flooring and Ceiling.
2. To keep the roof, outer walls and all structural parts of the premises together with the air conditioners in good repairs and condition and to maintain all electrical wiring, drains, water pipes, sanitary and water apparatus thereof in good and tenantable repair. However, the tenants shall be responsible for the service of the air conditioners.
3. To insure the building where the premises is situated. The Tenant shall be responsible to insure all the internal fixtures and fittings in the premises.
4. That the Tenants paying the rent and observing the stipulations on their part herein contained shall during the term hereby granted quietly enjoy the demised premises without any interruption by the Landlord or any person claiming under or in trust for them.
5. The Landlord shall be responsible for the town and country approval and it shall be the responsibility of the tenant to obtain any other approvals that is necessary in the operation of his or her business.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AS FOLLOWS:

1. In the event of the demised premises or any part thereof at any time during the term hereby granted being destroyed by fire or become unfit for occupation then the Tenants shall be entitled to terminate forthwith the Lease and all their obligations herein.
2. That if the Tenants shall be desirous of taking a lease of the said premises after the expiration of the term hereby granted and of such their desire shall deliver to the Landlord notice in writing at lease one (1) month before the expiration of the term hereby granted, if there shall be no subsisting breach or any of the Tenants obligations under this present terms at the cost of the Tenants, the Landlord may in her discretion grant to the Tenants at the cost of the Tenants a new lease for a term at new rents to be agreed upon and subject to similar terms (the covenants for renewal expected). If the Tenants shall not be desirous or renewing the contract the Tenants shall promptly return all keys and copies thereof to the Landlord.
3. Any notice required to be served shall be sufficiently served on the Tenants if left addressed to them at their address aforesaid or forwarded to them by prepaid post and shall be sufficiently served on the Landlord if delivered to or forwarded to her by prepaid post.
4. That the tenancy may be terminated by the tenant by giving to the Landlord four (4) month’s written notice.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and year first hereinabove written.

## THE SCHEDULE ABOVE REFERRED TO:

All and Singular that premises known as MAHARAJA BUILDING ,situate at #14 Nanan Trace, Aranguez, Trinidad comprising 3600 square feet on the Second floor.

**SIGNED** by the within named \*

**BRIJ JANWANI of Maharaja limited \***

as and for his act and deed \*

in the presence of:- \*

**SIGNED** by the within named \*

**PING HONG LAU of Golden far East \***

**Limited** as and for their act \*

and deed in the presence of:- \*