**IN THE REPUBLIC OF TRINIDAD AND TOBAGO**

# THIS AGREEMENT is made this 1st day March, 2013 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 RED EXPRESS LTD. of 29 MIDWAY ROAD VALSAYN PARK VALSAYN in the Island of Trinidad (hereinafter called “the Tenants”) of the Other Part.

**WHEREAS** an agreement is made on between the LandLord and Ultimate Carnival limited for the lease of the above premises/

A**ND WHEREAS** at the time of the agreement, Ultimate Carnival has indicated to the Land Lord that the Company RED EXPRESS is in the process of being registered,

**AND WHEREAS** it is agreed albeit orally that the agreement previously made on between the Land Lord and Ultimate Carnival would be voided and a new agreement would be made between the newly registered RED EXPRESS company limited and the the Land Lord

# WHEREBY IT IS AGREED AS FOLLOWS

1. The agreement made on between Ultimate Carnival Limited is now null and void.
2. 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 March, 2013 to 30th November, 2015 for a period of **ThIRTY THREE MONTHS** paying and yielding therefore a monthly rental of **$30,000.00 plus VAT per month a total of $34,500** payable on the First working day of each and every successive month for the two years and nine months hereby granted

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

1. To pay the Landlord a deposit of SIXTY NINE THOUSAND DOLLARS **($69,000)** representing **$30,000 plus VAT which is $34,500** in advance first months rent and to pay the sum of **$34,500(Already paid by ULTIMATE CARNIVAL LIMITED FOR RED EXPRESS LIMITED)** 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 premises. As well as air-conditioning service and repair shall be done by the landlord on account of the tenant (Four, Five(5) Ton Units).
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(four 5 Ton units) thereto belonging to the landlord 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. 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.
11. If at any time 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.
12. To permit the Landlord or the Landlord’s agent at reasonable hours in the daytime within the four months of the termination of the tenancy to enter and show the premises to the prospective tenants.
13. 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.
14. To share the car Park situated in the premises with the Landlord, Tenants and their customers.
15. To insure all the internal fixtures and fittings in the premises.

## 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 in good repairs and condition.
3. 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.
4. The Landlord shall be responsible for the town and country approval, Approved for commercial purposes (offices) 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. A copy of the Town and Country approval attached.
5. The Landlord agrees that Tenant can Install Cargo Lift and make necessary changes to accommodate the Cargo Lift at Tenant’s Cost and after the expiry of Three(3) years Lease to leave the Cargo Lift for the use of the Landlord.
6. The Landlord agrees that Tenant make use of dedicated area measuring Four (4)car spaces.
7. The Landlord agrees that Tenant can install additional toilet and plumbing facilities if necessary.
8. The Landlord agrees that the Tenant can sublet part of the middle floor to another Tenant. The Tenant will give the Landlord notice in writing of the Tenant intention of the sublet.
9. The Landlord agrees that Tenant can use the entire front face area and side area (i.e glass area of the middle floor) for signage and branding.

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 this agreement becomes null and void.
2. 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.
3. 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 herein above written.

## THE SCHEDULE ABOVE REFERRED TO:

All and Singular that premises known as MAHARAJA BUILDING ,situate at #14 Nanan Trace, Aranguez, Trinidad comprising 4300 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 \*

**DEAN ACKIN of RED EXPRESS LTD.\***

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

and deed in the presence of:- \*

**AND BEFORE ME**

**Attorney at Law**

**Christopher Gidla**

**C/o Gidla & Associates**

**18-20 Pembroke Street**

**Port of Spain**