**IN THE REPUBLIC OF TRINIDAD AND TOBAGO**

# THIS LEASE made this 9th day of January in the Year of Our Lord Two Thousand and Twelve BETWEEN DOUHA ABOUD of 60 San Down Road, Good Wood Crescent, Glencoe, Port of Spain (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 HU YAO YUN and FENG JING HU of LP #5 Silver Mill, San Juan, in the Island of Trinidad (hereinafter called “the Tenants”) of the Other Part.

# 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 January, 2012 to 31st January, 2014 for a period of **two (2) years** paying and yielding therefore during the year of the period hereby granted the monthly rental of **$13,000.00 per month** half of which, that is **$6,500** is payable on the first working day of each and every successive month and the other half, that is **$6500,** is payable on the 15th day of each and successive month for the year hereby granted.

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

1. (i) To pay the sum of **$6,500.00** in advance which represents the first half of the months rent.
2. To pay all charges in respect of electric lights and energy used on the demised premise.
3. To use the said premises as a Chinese Takeaway restaurant.
4. The Tenants shall be able to utilize the building from Monday to Sunday.
5. To keep the demised premises and surroundings and appliances 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). Not to carry out any structural works upon the premises without the Landlord written consent.
6. 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.
7. To indemnify the Landlord against all actions or claims of whatever nature arising out of the use by the Tenancy of the said premise.
8. Not to assign or underlet possession of the demised premises or any part thereof without the prior consent of the Landlord in writing.

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

1. 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.
2. The Landlord shall be responsible for providing WASA Main Connections to the premises and paying all water charges prior to the commencement of this Lease.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AS FOLLOWS:

1. The Landlord and/or her duly appointed agent shall be entitled to inspect the demised premises every three (3) months.
2. 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.
3. The Landlord shall give to the Tenants Fourteen (14) days notice prior to the carrying out repairs to the premises.
4. The Tenants shall not be entitled to affix and add any article or item whatsoever to the walls of the demised premises or remove any item there from without the consent of the Landlord.
5. If at anytime the rent reserved or any part thereof whether lawfully demanded or not shall remain unpaid for twenty-one (21) days after becoming payable or if any agreement 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.
6. 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 least 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.
7. Either party of this agreement may terminate this tenancy on giving to the other Six (6) months notice in writing of intention to do so.
8. 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.

**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 situate at #44 Charlotte Street, Port of Spain, comprising a kitchen, stock room, pool room, toilet and bath, hall area, bar area, unused open room and now operated as .

**SIGNED** by the within named \*

**DOUHA ABOUD** as and for her \*

act and deed in the presence of:- \*

**SIGNED** by the within named \*

**HU YAO YUN and FENG JING HU** \*

as and for their act and deed\*

in the presence of:- \*

**AND BEFORE ME**

Christopher Ross Gidla

Attorney at Law

Gidla & Associates

18-20 Pembroke Street

Port of Spain