

Lease Agreement

Lease Agreement (this "Agreement") is made this 26th day of March 2020, by and between [REDACTED] ("Landlord") and [REDACTED] of Apia, Samoa ("Tenant"). Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement.

1. **Premises.** The premises is the second floor above [REDACTED] ("Premises").
2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Premises according to the terms and conditions in this Agreement.
3. **Use of Premises.** The Premises is leased for commercial purposes and not for personal use.
4. **Term.** This Lease will be for a term of twenty-four (24) months effective from the first date of payment ("Term").
5. **Rent.** Tenant will pay Landlord a monthly rent of [REDACTED]. The rent is payable in advance and due on the first day of each month during the Term. The rent will be paid to the Landlord by electronic transfer or in person at the Landlord's address stated above (or at another address as directed by Landlord).
6. **Security Deposit.** Tenant has not paid a security deposit to Landlord and is liable for any damage identified by Landlord. Landlord reserves the right to inspect premises during the Term to assess any damage.
7. **Utilities.** Tenant is responsible for payment of all utility and other services for the Premises.
8. **Condition of the Premises.** Tenant has examined the Premises, including the appliances, fixtures and other furnishings, and agrees to fund renovations as approved by Landlord.
9. **Maintenance and Repairs.** Tenant will keep the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. If repairs other than general maintenance are required, Tenant will first notify Landlord.
10. **Alterations.** Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises will become Landlord's property immediately on completion and remain on the Premises unless Landlord requests or permits removal in which Tenant will then return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

11. **Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises become uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

12. **Liability.** Landlord is not responsible and liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises unless resulting from the negligence or willful misconduct of Landlord.

13. **Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises without obtaining Landlord's prior written consent.

14. **Insurance Requirements.** Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

15. **Right of Entry.** Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to any prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

16. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be either delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Landlord or Tenant at the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

17. Default and Remedies.

- a. **Default.** In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a fourteen day written notice to Tenant.

If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a fourteen day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late costs including costs to remedy any defaults, and damages under this Agreement.

- b. **Other Remedies.** If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this

Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding.

18. **Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises were on the delivery date except for damage by fire, casualty or condemnation and ordinary wear and tear.

19. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between Landlord and Tenant and supersedes all prior understandings of Landlord and Tenant, including any prior representation, statement, condition, or warranty.

21. **Amendments.** This Agreement may be amended or modified only by a written agreement signed by both Landlord and Tenant.

SIGNATURES

[REDACTED] (Landlord)

Date

[REDACTED] (Tenant)

Date