

**STATE OF SAINT VINCENT AND THE GRENADINES**

**THIS AGREEMENT** is made on the 1<sup>st</sup> day of December 2024 between **Euro-Caribbean LLC** a company organized and existing under the Limited Liability Companies Act of St. Vincent and the Grenadines with registration number 117 LLC of 2019 of the One Part (hereinafter referred to as "the **Lessor**" which expression shall where the context so requires or admits include its successors and assigns) and **CCD SOFTWARE DISTRIBUTION LLC** a company organized and existing under the Limited Liabilities Company Act of St. Vincent and the Grenadines with registration number 3929 LLC 2024 (hereinafter referred to as "the **Lessee**" which expression shall where the context so requires or admits include its successors and assigns) **Lessee** of the Other Part.

**WHEREAS** the Lessor provides office space for companies and individuals in need of physical space;

The address of the office space is as follows:

Physical Address: HAR Building  
Ginger Village  
Belmont  
St. Vincent and the Grenadines  
VC0100

Postal Address: P. O. Box 1574  
Kingstown  
St. Vincent and the Grenadines  
VC0100

**AND WHEREAS** The Lessor has agreed with the Lessee to grant the Lessee a tenancy for the use of the office space on the ground floor of the Property situated at Ginger Village, Belmont in the state of Saint Vincent and the Grenadines (hereinafter referred to as "the Premises") for a term of six (6) months from the date and upon the terms and subject to the conditions

hereinafter mentioned. The lessee has also agreed to abide by the office space rules set forth in exhibit A.

**AND WHEREAS** the lessor agrees to provide the Lessee with the following:

- a) Wireless internet access, which shall be subject to the terms and conditions set forth in Exhibit B
- b) Furniture, which shall be selected by the Lessor in its sole discretion
- c) Parking, as available on a first come first served basis
- d) Mail collection and forwarding

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED as follows: -**

1. That in consideration of the rent hereinafter reserved and on the covenants by the Lessee and the conditions hereinafter contained the Lessor hereby demise unto the Lessee the use of the Ground floor offices in the said Premises (hereinafter referred to as "**the office space**") TOGETHER with the use by the Lessee and its staff and visitors in common of the designated kitchen and lavatory accommodation provided on the said Premises and appropriated to the use of the Lessee TO HOLD the same unto the Lessee for a term of Six (6) months between the hours of 8am – 4pm Monday to Friday effective from 1<sup>st</sup> day of December 2024 to 31<sup>st</sup> day of May 2025 yielding and paying therefore unto the Lessor during the said term the following:

- (a) From 1<sup>st</sup> December 2024 and continuing the rent shall be paid in monthly instalments of **Four Hundred Dollars US (\$400.00)** to be paid on the first working day of each and every month the first payment to be made upon the execution of this Lease Agreement (receipt whereof the Landlord hereby acknowledges).

2. **The Lessee HEREBY COVENANTS with the Lessor as follows:**

- (a) To pay the said rents at the times and in the manner aforesaid and to pay all other utilities taken separately by the Lessee to be used at the office space on time leaving no arrears.
- (b) To keep the office space and appurtenances thereof including doors, windows and other fixtures fittings fastening wires waste drain

and other pipes and sanitary waste and water apparatus therein and the painting and decoration thereof in good and tenable repair and condition throughout the term of this lease (reasonable wear and tear and damage by accidental fire or other damage not caused by any act or default of the Lessee expected).

- (c) To permit the Lessor and its agents and workmen during the tenancy at all reasonable hours in the daytime to enter upon and view the state and condition of the said premises and to do any necessary repairs to the exterior with 24 hours notice.
- (e) Not to do nor suffer on the said premises or any part thereof any act matter or thing whatsoever which may be or tend to the annoyance nuisance damage or disturbance of occupiers of any adjoining or neighboring property.
- (f) Not to use or permit or suffer the said premises or any part thereof to be used for any illegal or immoral purpose
- (g) Not to display any advertisement upon walls or windows of the said premises which may make same unsightly.
- (h) Not at any time during the tenancy period assign or part with possession of the said premises or any part thereof without the prior written consent of the Lessor.
- (i) To use the office space as professional or business offices only to conduct the Lessee's commercial business and in particular not to use or permit or suffer the same to be used as a residence or sleeping place or for keeping live birds or animals.

- (j) Save for the initial removal of existing temporary partitions and walls that do not affect the structural integrity of the said premises, as approved by the Lessor, not to make any further additions or structural alterations to the said premises or build or construct any new structures on the said premises without the prior written consent of the Lessor.
- (k) Not to do or permit or suffer to be done there anything whereby the insurance against fire of the said building may be rendered void or voidable or the premiums increased, or which may be or grow to be a nuisance or annoyance to the Lessor or occupiers of other parts of the said Premises.
- (l) Upon receipt of any notice order requisition direction or other thing from a competent authority affecting or likely to affect the said premises whether the same is served directly on the Lessee or the original or a copy thereof be received from any person or whatsoever the Lessee shall so far as such notice order requisition direction or other thing or the act regulations or other instrument under and by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense and shall forthwith deliver to the Lessor a copy of such notice order requisition direction or other thing.
- (m) To deliver up to the Lessor the said premises at the termination or determination or upon the revocation of this Lease Agreement in as good a state of repair and decoration as the same are in now, save and except for reasonable wear and tear.
- (n) To indemnify and hold harmless the Lessor from and against all liabilities, fires, suits, claims, damages and actions, costs and expenses of any kind due or arising out of:

- (i) any breach, violation or non-performance of any covenant condition or agreement herein contained and to be fulfilled, kept or performed by the Lessee;
- (ii) any damage to property occasioned by the use and occupancy of the said premises; fair wear and tear excepted.
- (iii) any injury to any person or persons, including death resulting at any time herefrom, occurring in or about the said rooms or any part thereof or relating to the business carried on therefrom.

**3. The Lessor hereby covenants with the Lessee as follows:-**

- (a) That the Lessee paying the said rent and performing and observing all its obligations under the Lease Agreement may quietly enjoy the said premises during the tenancy without any interruption by the Lessor or any person rightfully claiming through or under or in trust for it.
- (b) To pay all present and future rates and outgoings in respect of the said premises.
- (c) To keep the said premises in tenantable repairs.
- (d) Not to revoke this lease if the Lessee shall punctually pay the said rent on the days and manner hereinbefore stipulated and observe the stipulations herein contained on its part.

**4. PROVIDED ALWAYS AND **it is Hereby Agreed between the Lessor and the Lessee as follows:-****

- (a). If the said premises are rendered uninhabitable by accidental fire or any other natural disaster for a period exceeding one week then all liability of the Lessee under this lease shall be suspended until the same have again been rendered habitable.
- (b) The Lessee or the Lessor shall be entitled to determine this lease at any time by giving the Lessor or the Lessee as the case may be one (1) months' notice of its intention so to do which notice shall expire on the last day of a month of the said lease.
- (c) If and whenever the said rents or any part thereof are in arrears for Twenty-One (21) days whether legally demanded or not or if the Lessee commits an act of bankruptcy or being a company goes into liquidation whether voluntary or compulsory the tenancy hereby created shall determine but without prejudice to any remedy of the Lessor for any antecedent breach by the Lessee of any of the provisions hereof and whenever this power of entry arises (whether the same be exercised or not) the rent for the current period shall immediately become payable.
- (d) If the Lessee shall breach any of the other provisions of this lease, the Lessor shall serve a notice in writing on the Lessee specifying the particular breach and require the Lessee to rectify the same and if the Lessee shall fail to rectify the same within twenty-one (21) days after service of the said notice or such extended period as the parties may agree this lease shall stand revoked.
- (e) Any notice under this lease shall be in writing and unless otherwise agreed by the parties in writing, any notice to the Lessee shall be sufficiently served if left addressed to it on the said premises or sent to it by registered post or to an email account designated by the Lessee and any notice to the Lessor shall be sufficiently served if

delivered to its registered office or sent to it by registered post addressed to its registered office or to its designated email address; and any notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

- (f) If any provision of this Lease shall be held invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected or impaired, and the remaining provisions hereof shall remain in full force and effect;
- (g) This Lease shall be governed by and construed in accordance with the Laws of Saint Vincent and the Grenadines. The parties hereby submit to the exclusive jurisdiction of the Courts of Saint Vincent and the Grenadines with respect to any claims that may arise out of or in connection with this Lease.
- (h) This Lease contains all of the agreements of the parties hereto with respect to the subject matter hereof.

**IN WITNESS WHEREOF** these presents have been executed by the parties herein the day and year first hereinbefore written

THE COMMON SEAL OF THE WITHIN NAMED)  
LESSOR **EURO-CARIBBEAN LLC**)  
Was hereunto affixed by:- )

In the presence of:- )

*Carissa Prevost*

WITNESS )



THE COMMON SEAL OF THE WITHIN NAMED)  
LESSEE **CCD SOFTWARE DISTRIBUTION LLC**)  
Was hereunto affixed by:- )

In the presence of:- )

WITNESS )

*L. Marquis*

DIRECTOR )

**Exhibit A -**

**Office Space Rules**

1. The Lessee shall comply with all applicable laws, statutes, ordinances, regulations and rules with respect to the Lessee's use of the office space. The Lessee shall not use the office space for any unlawful purpose or conduct any unlawful business venture on the premises.
2. The Lessee shall treat other occupants with respect and shall not engage in any harassing, defamatory, obscene, indecent or threatening conduct
3. No animals of any kind shall be allowed on the premises without the Lessor's written authorization

**Exhibit B-**

**Wireless Internet Access Terms and Conditions**

The Lessor agrees that the wireless inter (WIFI) would only be used for lawful purposes. The Lessor would not use the WIFI to:

1. Send unsolicited commercial messages
2. Transmit any false, inaccurate or misleading information
3. Be defamatory, obscene, indecent, threatening or harassing
4. Infringe upon any third party's intellectual property rights
5. Access protected data or intercept personal information without authorization
6. Engage in any illegal conduct

**SAINT VINCENT AND THE GRENADINES**

Dated the 1<sup>st</sup> day of December 2024.

**EURO-CARIBBEAN LLC**

- TO -

**CCD SOFTWARE DISTRIBUTION LLC**

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OFFICE SPACE AGREEMENT: Building situated at  
Ginger Village, Belmont in the State of St. Vincent and the Grenadines.

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