

ORIGINAL

Dated: 06 DEC 2023

Between

**JASA IMANI SDN. BHD.**  
**(Company No: 198901006257 (183562-M))**  
**("Landlord")**

And

**PERBADANAN PRODUKTIVITI MALAYSIA**  
**("Tenant")**

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**TENANCY AGREEMENT**

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**SOLICITORS FOR THE LANDLORD**  
**MESSRS CHAMBERS OF JASON CHEW**

Advocates & Solicitors  
32A-1, Lorong Batu Nilam 3A,  
Bandar Bukit Tinggi, 41200 Klang,  
Selangor Darul Ehsan.

Tel : 03-33233 LAW (529) Fax : 03-33243 LAW (529)  
e-mail: [chambersofjc@gmail.com](mailto:chambersofjc@gmail.com)

(REF NO.: CJC/JISB/Tenancy/3736/PPM/J)



KERajaan MALAYSIA

**IBU PEJABAT  
LEMBAGA HASIL DALAM NEGERI MALAYSIA  
MENARA HASIL  
PERSIARAN RIMBA PERMAI  
CYBER 8, 63000 CYBERJAYA  
SELANGOR DARUL EHSAN**



ASAL

**SIJIL SETEM****STAMP CERTIFICATE**

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyetemana)

Please attach this stamp certificate to the instrument as evidence of stamping

**Cara Bayaran** *Payment Method*

FPX TRANSACTIONS

**No. Adjudikasi** *Adjudication No.*

L01E02BA36XB016

**Jenis Surat Cara**

PERJANJIAN SEWA

*Type Of Instrument*

SURAT CARA UTAMA

**Tarikh Surat Cara**

06/12/2023

*Date Of Instrument*

RM 0.00

**Balasan** *Consideration***Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*

JASA IMANI SDN. BHD., (183562-M, 198901006257)

**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*

PERBADANAN PRODUKTIVITI MALAYSIA

**Butiran Harta / Suratcara** *Property / Instrument Description*

LOT NO. 13A-A, B, C &amp; D, 13A FLOOR, MENARA ZENITH JALAN PUTRA SQUARE 6 PUTRA SQUARE KUANTAN, 25200, PAHANG

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:  
 This is to certify this instrument is stamped and indorsed as below:

<b>No. Sijil Setem</b> <i>Stamp Certificate No.</i>	B1162A230431862
<b>Tarikh Penyetemana</b> <i>Date of Stamping</i>	08/12/2023
<b>Duit Setem Dikenakan</b> <i>Amount of Stamp Duty</i>	RM 1,346.00
<b>Penalty</b> <i>Penalty</i>	RM 0.00
<b>Pelarasan</b> <i>Adjustment</i>	RM 0.00
<b>Jumlah Dibayar</b> <i>Total Amount Paid</i>	RM 1,346.00
<b>Indorsemen</b> <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37
 	
Pemungut Duit Setem	

No. Kelulusan Perbendaharaan Treasury Approval No. : KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak Printed Date : 12/12/2023 04:27:30

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar  
 The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani  
 This is a computer generated printout and no signature is required



LEMBAGA HASIL DALAM NEGERI MALAYSIA  
SELANGOR (DUTI SETEM)  
BEG BERKUNCI 00002  
GPO SHAH ALAM  
40000 SHAH ALAM, SELANGOR

Telefon : 03-55215200  
Fax : 03-55197294  
[www.hasil.gov.my](http://www.hasil.gov.my)

Bil Surat Tuan : CJC/JISB/TENANCY/3736/PPM/J  
Tetuan/Tuan/Puan  
Perbadanan Produktiviti Malaysia  
Pejabat Wilayah Pantai Timur, Tingkat 13A, Menara  
Zenith  
Jalan Putra Square 6  
25200 Kuantan  
Pahang

**Nombor Adjudikasi: L01E02BA36XB016**

**Tarikh: 07/12/2023**

Tuan,

**NOTIS TAKSIRAN SEWA/PAJAKAN (DUTI AD VALOREM)**

**Jenis Surat Cara : PERJANJIAN SEWA**

Permohonan tuan bertarikh **06/12/2023** di bawah Seksyen 36, Akta Setem 1949 dirujuk.

2. Dimaklumkan duti sebanyak **RM 1,366.00** kena dibayar mengikut pengiraan seperti lampiran.
3. Sila jelaskan duti tersebut selewat-lewatnya pada **08/01/2024**. Bayaran duti setem boleh dibuat secara elektronik melalui:
  - FPX dari laman sesawang STAMPS di <https://stamps.hasil.gov.my> atau,
  - Bill Payment (CIMB BizChannel atau Public Bank)
4. Kelewatan membayar duti boleh dikenakan penalti di bawah Seksyen 47A, Akta Setem 1949.

Sekian, terima kasih.

**"BERKHIDMAT UNTUK NEGARA"  
"BERSAMA MEMBANGUN NEGARA"**

**PEMUNGUT DUTI SETEM LHDNM**

Cetakan komputer ini tidak memerlukan tandatangan.

**PENGIRAAN DUTI YANG DIKENAKAN****Bhg. A: Sewa/ Pajakan**

(a) Premium atau Balasan	RM	0.00
(b) Nilai Kadar	RM	1,346.00
(c) Nisbah atas Hasil Tanaman	RM	0.00

**Bhg. B: Duti yang dikenakan mengikut Butiran 49**

(d) Jumlah duti yang dikenakan [(a)+(b)+(c)]	RM	1,346.00
(e) Tolak amaun duti yang diremitkan / dikecualikan	RM	0.00
(f) Duti yang dikenakan	RM	1,346.00
(g) Penalti yang dikenakan**	RM	0.00
(h) Salinan	RM	20.00
<b>(i) Jumlah besar duti yang kena dibayar</b>	<b>RM</b>	<b>1,366.00</b>

**\*\* Penalti**

Sesuatu dokumen hendaklah disetemkan dalam tempoh 30 hari dari tarikh ianya disempurnakan dalam Malaysia atau dalam tempoh 30 hari selepas ia diterima dalam Malaysia sekiranya ia disempurnakan diluar Malaysia. Sekiranya ia tidak disempurnakan dalam tempoh yang ditetapkan, penalti sebanyak :

(a) RM25.00 atau 5% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetemkan dalam tempoh 3 bulan selepas masa untuk penyeteman.	(b) RM50.00 atau 10% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetemkan selepas tempoh 3 bulan tetapi tidak lewat daripada 6 bulan selepas masa untuk penyeteman.	(c) RM100.00 atau 20% daripada duti yang berkurangan, yang mana lebih tinggi, sekiranya ia disetemkan selepas 6 bulan selepas masa untuk penyeteman.
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**Salinan Kepada:**

Chambers Of Jason Chew  
 No. 32a-1, Lorong Batu Nilam 3a  
 Bandar Bukit Tinggi  
 41200 Klang  
 Selangor

THIS AGREEMENT is made the day and year stated in Section 1 of the First Schedule hereto

Between

**JASA IMANI SDN. BHD.** (Company No. 198901006257 (183562-M)), a private limited company incorporated in Malaysia and having its registered office at 20-M, Lorong Gopeng, 41400 Klang, Selangor and its place of business at Level 1A, Menara Zenith, Jalan Putra Square 6, Putra Square, 25200 Kuantan, Pahang (hereinafter called "the Landlord") of the one part

And

THE PARTY whose name and address are stated in Section 2 of the First Schedule hereto (hereinafter called "the Tenant") of the other part.

WHEREAS

- A. The Landlord is the beneficial owner of the office space more particularly described in Section 3 of the First Schedule hereto (hereinafter called "the Demised Premises").
- B. The Landlord is desirous of granting and the Tenant is desirous of taking a tenancy of the Demised Premises for the duration and at the rental and subject to the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. Definitions And Interpretation

- (1) In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided, the following words and expressions shall have the following meanings:-

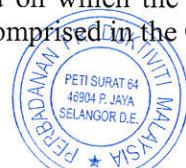
"Appropriate Authority" means any governmental, semi or quasi governmental and/or statutory departments, agencies or bodies having jurisdiction from time to time and at any time over any of the matters herein contained;

"Chilled Water Meter Deposit" means the sum stipulated in Section 16 of the First Schedule hereto payable by the Tenant to obtain chilled water supply, if required;

"Commencement Date" means the date on which the tenancy of the Demised Premises shall commence and more particularly described in Section 6 of the First Schedule hereto or such other date as may be informed by the Landlord to the Tenant in writing;

"Common Property" means and includes:

- (a) all that portion or portions of the land on which the Office Tower is erected thereon together with so much of the Office Tower as is excluded from the individual parcels of office space;
- (b) the remainder of the land on which the Office Tower is erected thereon together with any other buildings or structures erected or to be erected thereon;
- (c) the easements under over and through the land on which the Office Tower is erected thereon and the parcels of office space comprised in the Office Tower for



the pipes and other facilities and works for the provision of utility services to the parcels of office space comprised in the Office Tower and to the Common Property;

- (d) an easement of support in each and every portion of a parcel of office space comprised in the Office Tower of which the Demised Premises forms a part;
- (e) all other properties together with all fixtures and fittings installations facilities and amenities used or capable of being used or enjoyed in common by all owners and occupiers of the parcels of office space comprised in the Office Tower and/or required for the provision of utility services to the parcels of office space comprised in the Office Tower and/or the Common Property, including the Facilities;
- (f) any other parts of the land on which the Office Tower is erected thereon and any part of the Office Tower which are designated as common property by the Management of the Office Tower;

"Deed of Mutual Covenants" means the deed of mutual covenants to be executed by the Management of the Office Tower and the Tenant simultaneously with this Agreement;

"Demised Premises" means all that parcel of office space more particularly described in Section 3 of the First Schedule hereto;

"Deposits" means the Security Deposit and the Restoration Deposit collectively;

"Extended Term" means the term as stated in Section 5 of the First Schedule hereto which is the subsequent term of this tenancy upon the expiry of the Initial Term;

"Facilities" means the facilities to be provided by the Management of the Office Tower to the owners and occupiers of the parcels of office space comprised in the Office Tower as stipulated in Section 18 of the First Schedule hereto;

"Initial Term" means the term as stated in Section 4 of the First Schedule hereto which is the first term of this tenancy;

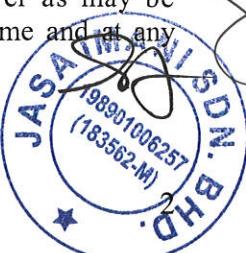
"Mailbox Deposit" means the sum stipulated in Section 15 of the First Schedule hereto payable by the Tenant in respect of renting a Mailbox from the Management;

"Mailbox Rental" means the amount of yearly rental payable in respect of the Mailbox as stated in Section 15 of the First Schedule hereto;

"Management" means Menara Zenith Management Sdn Bhd (Company No. 1145797-K), a company incorporated in Malaysia with its registered office at Level 1, Menara Zenith, 6 Jalan Putra Square, Putra Square, 25200 Kuantan, Pahang and includes its successors in title and assigns;

"Office Tower" means all that block of 24 storey building comprising individual parcels of office space known as MENARA ZENITH;

"Operating Hours" means the operating hours of the Office Tower as may be prescribed by the Management of the Office Tower from time to time and at any time;



"Permitted Business" means the Tenant's businesses for which purpose the Demised Premises was let to the Tenant by the Landlord as stated in Section 13 of the First Schedule hereto and which is permitted by the Landlord;

"Prepaid Meter Deposit" means the sum stipulated in Section 12 of the First Schedule hereto payable by the Tenant to obtain electricity supply;

"Rent" means the amount of monthly rental payable in respect of the Demised Premises as stated in Section 8 of the First Schedule hereto;

"Rent Commencement Date" means the date stated in Section 7 of the First Schedule hereto which is the date from which Rent shall commence to be paid;

"Restoration Deposit" means the sum stipulated in Section 11 of the First Schedule hereto as security for reinstating the Demised Premises to its original state and condition;

"Security Deposit" means the sum stipulated in Section 9 of the First Schedule hereto as security for the due observance and performance of the Tenant's covenants hereunder;

"Service Charges" means the sum stipulated in Section 17 of the First Schedule hereto payable by the Tenant;

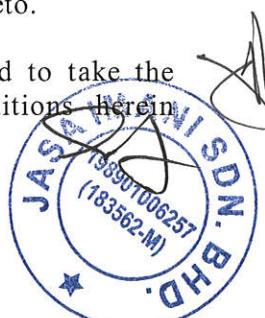
"Utility Deposit" means the sum stipulated in Section 10 of the First Schedule hereto as security for the payment on due date by the Tenant for all utilities supplied to the Demised Premises and utilized by the Tenant.

- (2) The masculine shall include the feminine and neuter genders.
- (3) The singular shall include the plural number and vice versa.
- (4) The headings appearing in this Agreement are inserted only as a matter of convenience and shall in no way define limit or construe this Agreement nor in any way affect this Agreement.
- (5) Words applicable to natural persons include any body of persons firm partnership or corporation.
- (6) Where there are two or more persons included in the expression "the Tenant" all covenants agreements and stipulations expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally.

## 2. Agreement To Let

- (1) In consideration of the Security Deposit and the Rent herein reserved and the covenants hereunder to be observed and performed by the Tenant and the Landlord, the Landlord hereby demises unto the Tenant the Demised Premises for the Initial Term as described in Section 4 of the First Schedule hereto.
- (2) The Tenant has inspected the Demised Premises and has agreed to take the tenancy of the Demised Premises upon the terms and conditions herein contained.

## 3. Deed Of Mutual Covenants



The Tenant hereby agrees that simultaneously with the execution of this Agreement, the Tenant shall execute a Deed of Mutual Covenants with the Management of the Office Tower to govern the rights liabilities and obligations and due observance performance and compliance by the Tenant of the rules and regulations to be stipulated by the Management of the Office Tower in respect of the use of the Demised Premises particularly and the Common Property and the Facilities generally by the Tenant, his employees, servants, agents and invitees.

#### 4. Vacant Possession

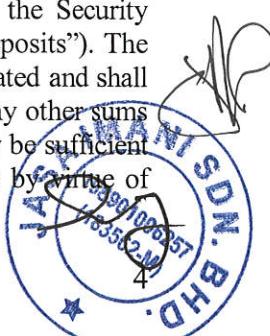
- (1) Subject to the Tenant having executed this Agreement and the Deed of Mutual Covenants and paid all sums of money due and payable hereunder and thereunder, vacant possession of the Demised Premises shall be delivered to the Tenant by the Landlord by the issuance of a written notice to the Tenant specifying the date on which the Tenant is to take vacant possession of the Demised Premises.
- (2) The Tenant shall take vacant possession of the Demised Premises in accordance with Clause 4(1) above, failing which the Tenant shall be deemed to have taken vacant possession of the Demised Premises on the date as specified by the Landlord pursuant to the written notice stated in Clause 4(1) above.
- (3) Notwithstanding the provisions of Clause 4(2) or any other thing herein contained in this Agreement, the Landlord shall have the absolute right and discretion, at any time after the expiry of the date for taking vacant possession of the Demised Premises, to terminate this Agreement and FORFEIT all payments made by the Tenant to the Landlord in the event the Tenant fails to physically take vacant possession of the Demised Premises by the specified date.

#### 5. Rent And Interest

- (1) The Tenant shall pay the Rent to the Landlord payable monthly in advance, the first of such payment to be made on or before the Rent Commencement Date whether formally demanded or not. If the Rent Commencement Date falls on a day other than the first (1<sup>st</sup>) day of the month and/or if the Initial Term expires on a day other than the last day of the said month, then the Rent payable for that month shall be calculated on a pro-rata basis.
- (2) In addition to and without prejudice to the powers, rights and remedies herein conferred upon the Landlord, if the Tenant shall default in the payment on the due date of any one or more of the Rent covenanted to be paid or any other sums due hereunder, the Tenant shall pay to the Landlord interest at the rate of six per centum (6%) per month on any Rent in arrears and/or any other sums due hereunder calculated from the due date of such amount payable until the date of receipt of payment of the amount thereof (both before and after judgment or order). The Landlord may with the consent in writing by the Tenant vary the rate of interest above from time to time and such varied rate shall be binding on the Tenant upon service of a written notice informing the Tenant of such variation.

#### 6. Deposits

- (1) The Tenant shall pay to the Landlord upon execution of this Agreement the Security Deposit and the Restoration Deposit (hereinafter collectively called "the Deposits"). The Deposits shall be maintained at the same amount during the term hereby created and shall not be deemed to be or treated as payment of or set-off against any Rent or any other sums due hereunder by the Tenant. The Deposits less deductions there from as may be sufficient by way of compensation for any damages which the Tenant may be liable by virtue of



these presents shall be refunded to the Tenant without interest on the expiration of the term hereby created or upon its determination in the manner provided hereunder within thirty (30) days of the Landlord being satisfied that the Tenant has paid all sums due hereunder and with the restoration of the Demised Premises to its original state and condition as on the day the Tenant took or was deemed to have taken vacant possession of the Demised Premises, fair wear and tear excepted, if such restoration is required by the Landlord.

- (2) The Deposits, in the event of the occurrence of forfeiture pursuant to the terms of this Agreement, shall at the Landlord's absolute discretion be appropriated interchangeably against any and all monies due from the Tenant pursuant to the terms and conditions herein.
- (3) The Tenant shall not be entitled to assign, charge or in any way encumber the Deposits paid hereunder.
- (4) Subject to any changes of Rent, the Landlord shall on renewal of the term hereby created have the right and absolute discretion to adjust the amounts payable as the Deposits referred to in Clause 6(1) above and the renewal of the term hereby created shall also be subject to the agreement of the parties hereto to the adjustment in the Deposits.

## 7. Tenant's Covenants

The Tenant hereby covenants and undertakes with the Landlord as follows:

### (1) Deposits and Rent

To promptly pay the Deposits, Rent and all other payments payable by the Tenant hereunder on the days and in the manner herein provided in this Agreement aforesaid.

### (2) Payment of utilities, connection fees and other charges

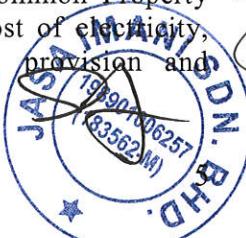
(a) To promptly pay when due all charges with effect from the Commencement Date or, where applicable, the Tenant's share, in respect of the utilities consumed or supplied on or to or payable in respect of the Demised Premises and/or consumption which are separately metered during the term hereby created notwithstanding any dispute or disagreement with the Management and/or the Appropriate Authority with respect to any bill or demand issued for such charges.

(b) To maintain and keep secure at all times the meters, switches and other fittings relating to the supply and use of the utilities by the Tenant and the Tenant shall be wholly responsible for any damage caused therein and shall fully indemnify the Landlord against all claims, actions and/or legal proceedings whatsoever made upon the Landlord by any person, party, body and/or authority in respect thereof.

(c) To pay all connection fees, meter rental charges and any other charges arising in respect of any utilities supplied to the Demised Premises at the Tenant's request.

### (3) Payment of service charge

(a) The monthly Service Charge, being the cost and expense to be incurred for the provision of the Facilities and for the control, management, administration, repair, upkeep and maintenance of the Common Property and the Office Tower, including without limitation the cost of electricity, water supply and security to the Common Property, provision and



maintenance of the lifts and all expenditure and expenses incurred by or incidental to the employment of personnel engaged in and about the provision of the Facilities is included in the monthly rental.

(4) Renovation works

- (a) Renovation works carried out by the Tenant or the Tenant's licensed contractors shall be subjected to the rules and regulations of Management of the Office Tower and the terms and conditions of the Deed of Mutual Covenants.
- (b) The Tenant shall, within seven (7) days from the date of this Agreement submit to the Landlord and the Management at the Tenant's own cost and expense for the Landlord's and the Management's approval (such approval not to be unreasonably withheld) two (2) final copies of the detailed plans and drawings with specifications in respect of the Tenant's intended renovation of the Demised Premises.
- (c) The Tenant shall ensure that the renovation works of the Demised Premises are diligently carried out and completed in accordance with the approved plans, the rules and regulations of the Management of the Office Tower and the terms and conditions of the Deed of Mutual Covenant within the time period stipulated by the Tenant and approved by the Landlord and the Management. In particular, the Tenant shall ensure that nothing shall in any manner whatsoever tamper with the main structure, roof and floor of the Demised Premises and/or the Office Tower howsoever. The Tenant shall further ensure that the renovation works shall only be carried out by qualified competent and licensed contractors and that there shall not be any storage of materials or equipment anywhere outside the Demised Premises by the said contractors. The Tenant shall be wholly responsible for any damage caused and shall fully indemnify the Landlord against all claims, actions and/or legal proceedings whatsoever made upon the Landlord by any person, party, body and/or authority in respect thereof and howsoever arising.
- (d) Notwithstanding anything contained in this Agreement, the Tenant shall not without the consent of the Landlord and without the express written consent of the Management of the Office Tower and without the necessary approvals by the Appropriate Authority (where necessary) carry out any renovation works to the Demised Premises. If the Landlord shall have given the Landlord's consent, the Tenant shall obtain at the Tenant's cost and expense the express written consent of the Management of the Office Tower and all necessary planning permissions and approvals of the Appropriate Authority for the renovation works under the provisions of any statute rule order regulations or by-law applicable thereto. The Tenant shall in carrying out the renovation works comply with the requirements of the Management of the Office Tower and the Appropriate Authority and shall ensure that there is no breach by the Tenant or its employees, servants, agents or licensed contractors of any of the laws, by laws, rules, regulations and/or orders relating thereto.

(5) Tenantable repairs

To keep the interior of the Demised Premises including the flooring and interior plaster or other surface material or rendering on walls and ceiling and the Landlord's fixtures therein including doors, windows, wires, installations and fittings in good and tenantable repair and condition (fair wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Demised Premises and the Landlord's fixtures and



fittings therein which may be broken or damaged or become defective due to any act, default, or negligence of the Tenant, the Tenant's agents, employees, servant, invitees and/or contractors.

(6) Storage

- (a) Not to store any goods or things or obstruct or litter or make untidy or to cause any encroachment outside the Demised Premises or the Common Property.
- (b) Not to use the Demised Premises for storage or warehousing of goods or as a laboratory or workshop or keep or permit to be kept on the Demised Premises any material the keeping of which may contravene any local ordinance, statute, regulation or by-law and in respect of which an increased rate of insurance premium may be required for the Demised Premises and/or the Office Tower.

(7) Access to Demised Premises

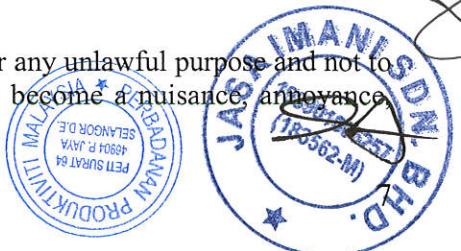
To permit the Landlord and its duly authorised agents with or without workmen and others at all reasonable times of the day after giving seven (7) days' notice (or in the case of emergency and for the purpose of protecting the safety of the Demised Premises the determination of which shall be at the Landlord's full discretion without any prior written notice thereto) to enter upon the Demised Premises and to view the condition thereof and to take inventories of the Landlord's fixtures therein and to do such works and things as may be required for any repairs alterations and/or other maintenance works to the Demised Premises. The Landlord may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done or replacement necessary to be made to comply with the Tenant's covenants to repair herein contained and to require the Tenant to forthwith repair amend and make good in a proper and workmanlike manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant and if the Tenant shall not within seven (7) days after the service of such notice proceed diligently with the execution of such repairs or works then the Landlord may enter upon the Demised Premises and execute such repairs or works and the cost thereof shall be a debt due from the Tenant to the Landlord and recoverable forthwith as such.

(8) Permitted Business

- (a) To use the Demised Premises for the Permitted Business as stated in Section 13 of the First Schedule hereto only and no changes whatsoever shall be effected to the Permitted Business without the Landlord's prior written consent first had and obtained;
- (b) Not to sell, trade, stock and/or display any goods, merchandises, products or items other than those which form(s) part of the Permitted Business.
- (c) To only use the Tenant's Name as stated in Section 2 of the First Schedule hereto, and save and except with the prior written consent from the Landlord, the Tenant shall not change its Name as aforesaid.
- (d) Any breach of this provision shall be regarded as a breach of a fundamental term of this Agreement.

(9) Nuisance

Not to use the Demised Premises or any part thereof for any unlawful purpose and not to do or permit to be done any act or thing which may become a nuisance, annoyance



grievance or disturbance to or give cause for reasonable complaint from other tenants and/or occupants of neighbouring lots or other lots of the Office Tower or persons, otherwise lawfully therein. Upon notice by the Landlord or the Management of the Office Tower the Tenant shall take all steps to abate such nuisance, annoyance, grievance or disturbance immediately.

(10) Permitted equipment

Not to bring or allow to be brought onto the Demised Premises or any parts of the Common Property passages, entrances, staircases, landings, lifts or other parts of the Office Tower any heavy machine or heavy machinery save for such office equipment as are reasonably required for the purpose of the Permitted Business but subject always to the consent of the Landlord and the consent of the Management of the Office Tower first had and obtained.

(11) Cleaning of Demised Premises

To keep the Demised Premises and any part thereof clean and in the best possible hygienic conditions and to keep all pipes, drains, basins, sinks, grease traps and water closets if any in the Demised Premises clean and unblocked. Any cleaners contracted by the Tenant for the purpose hereof shall be the sole responsibility and at the sole expense of the Tenant. The Tenant shall pay to the Landlord or to the Management, as the case may be, within seven (7) days of receipt of a notice of demand from the Landlord or the Management, as the case may be, the cost incurred by the Landlord or the Management, as the case may be, in cleaning and clearing any of the pipes, drainage or sewerage systems in the Demised Premises that become choked or stopped up owing to the improper or careless use by the Tenant, its agents, servants, employees, invitees or contractors.

(12) Obstruction

Not to cause any obstruction in the entrance, staircases, landings, corridors, passages and other parts of the Common Property and/or the Office Tower. Further, the Tenant shall not damage or deface or cause or permit its employees, servants, agents, invitees or contractors to damage or deface any part of the Common Property, passages, entrances, staircases, landings, lifts or other parts of the Office Tower and shall forthwith repair and make good or pay the Landlord or the Management, as the case may be, on demand the costs of making good such damage and/or defacement.

(13) Residing

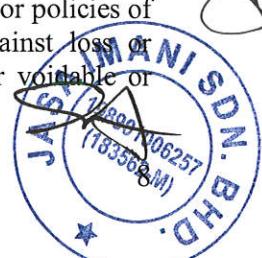
Not to reside in or permit any person to reside in any part of the Demised Premises or use the same or permit the same to be used for sleeping purposes.

(14) Cooking

Not to use the Demised Premises for cooking or preparation of food unless the same is the business permitted by the Landlord for the Demised Premises. The Tenant shall also not allow any food hawkers into the Demised Premises.

(15) Insurance

(a) Not to do or permit or suffer anything to be done whereby the policy or policies of insurance on the Demised Premises and/or the Office Tower against loss or damage by fire for the time being subsisting may become void or voidable or



whereby the rate or premium therein may be increased and to repay to the Landlord and/or the Management of the Office Tower on demand all sums or contributions thereof paid by the Landlord and/or the Management of the Office Tower in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant.

- (b) To be responsible at all times during the term hereby created for adequately insuring its own goods, merchandise, assets and/or property in the Demised Premises against loss or damage by fire, water, theft and burglary.
- (c) To take sufficient public liability insurance for the Demised Premises against any bodily injury or loss or damage to property of any person in or about the Demised Premises at all times during the term hereby created.
- (d) To provide the Landlord with copies of all insurance policy or policies taken by the Tenant as stated above as and when required by the Landlord.

(16) Prohibition against sub-letting

Not to, without the prior written consent of the Landlord, assign sublet license or in any way part with possession of the Demised Premises or any part thereof either by way of sub-letting sharing or other means whatsoever whereby any person firm or corporation not a party to this Agreement obtains the use or possession of the Demised Premises or any part thereof irrespective of whether or not any rent or other consideration is given for such use or possession. For the purpose hereof any amalgamation or reconstruction effected by the Tenant (if a corporation) shall be deemed to be an assignment of this Agreement and shall require the prior written consent of the Landlord as aforesaid.

(17) Signs, name plates, advertisements, etc

Not to affix erect attach paint or exhibit or permit or suffer so to be done upon any part of the exterior of the Demised Premises or to or through any windows thereof any placard flagstaff poster notice advertisement name or sign whatsoever save and except that the name of the Tenant and the Permitted Business may be displayed on the main doors of the Demised Premises but only in such manner and in such form and character as shall have been previously approved of in writing by the Landlord and the Management of the Office Tower and the Appropriate Authority (if necessary). In the event of a breach of this sub-clause, the Landlord shall have the right to send representative(s) to remove any of the abovementioned articles at the Tenant's cost and in such event, the Landlord and/or the Landlord's representative(s) shall not be held liable for any loss of or damage to the Tenant's signage, nameplate, placard, advertisement poster or exhibits or any parts related thereto in the course of and/or as a result of such removal. A continuous breach by the Tenant of the terms of this sub-clause shall amount to a breach of this Agreement.

(18) Passenger lifts

Not to place or take into the passenger lifts any baggage parcels sacks bags or other goods save such light articles and to convey or carry any baggage, parcels, sacks, bags or other goods in designated lift(s), hoist(s) or service lift(s)(if any) of the Office Tower. Further the Tenant shall not damage or deface or cause or permit an employee, servant, agent, invitee or contractor of the Tenant to damage or deface any part of the Common Property, passages, lifts, entrances, staircases, landings or other things whatsoever or by any means whatsoever and shall forthwith repair and make good or pay the Landlord and/or the Management of the Office Tower on demand the costs of making good such damage and/or defacement.



(19) Chemicals and escape of water, fumes, etc

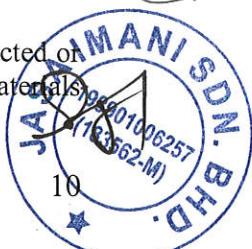
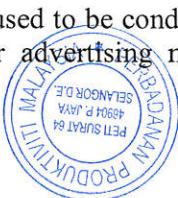
- (a) Not to bring or store in any part of the Demised Premises or the Common Property or the Office Tower any inflammables, chemicals or any explosive toxic or combustible substance or which in the opinion of the Landlord and/or the Management is of a noxious or hazardous nature.
- (b) Not to allow the overflow or leakage or escape of water including non water smoke fire or any fumes or other substance whatsoever in or from the Demised Premises but having origin within the Demised Premises or caused or contributed to by any act or omission on the part of the Tenant or his servants, employees, agents, invitees or other persons.

(20) Indemnity and release

- (a) To be responsible for and to indemnify the Landlord its employees servants and agents from and against all claims and demands and against damage occasioned to the Demised Premises or to any part of the Common Property or any adjacent or neighbouring premises or injury caused to any person in on or about the Demised Premises by any act default or negligence of the Tenant or its agents, employees, servants, invitees and/or contractors and all damages or injury howsoever caused or occasioned to the Demised Premises or the Office Tower or to any person, party or property as a consequence of any breach, non-observance or non-performance of the Tenant's covenants herein contained and against all costs, claims, liabilities fines or other expenses whatsoever which may fall on the Landlord by reason of any non-compliance by the Tenant with any statute now or hereafter in force and all by-laws orders rules regulations requirements and notices made thereunder or by any Appropriate Authority applicable to the Demised Premises and the Permitted Business and against all demands actions proceedings and/or prosecutions whatsoever made upon or instituted against the Landlord as a result of any of the above occurring.
- (b) The Tenant shall occupy use and keep the Demised Premises at the Tenant's own risk and hereby releases to the full extent permitted by the law the Landlord its employees servants and agents in the absence of any negligence from all demands of every kind and from all liability which may arise in respect of or resulting from any accident theft or damage or death or injury of whatsoever nature or kind including criminal acts of violence in the Demised Premises and the Tenant expressly agrees in the absence of any such negligence as aforesaid the Landlord its employees servants and agents shall have no responsibility or liability as a result thereof.
- (c) The Tenant shall indemnify and keep the Landlord fully indemnified against any costs claims damages losses which the Landlord may suffer or incur as a consequence and/or arising out of the Tenant's breach of any of the terms of this Agreement and/or the Deed of Mutual Covenants and/or the rules and regulations of the Management of the Office Tower and/or the Appropriate Authority in respect of any laws, by-laws, orders, rules and regulations binding on the Tenant's use of the Demised Premises and/or the Permitted Business.

(21) Soliciting of business in Common Property or parking areas

Not to conduct or solicit business or distribute or display or caused to be conducted or solicited or distributed or displayed any pamphlets or other advertising materials



whatsoever on any part of the Common Property or the Office Tower or car parking areas of the Office Tower without the prior written approval of the Landlord and the Management of the Office Tower.

(22) Duty to inform the Landlord

To immediately inform the Landlord of any damage caused to the Demised Premises howsoever or whatsoever.

(23) Securing of Demised Premises

To be responsible for the locking and securing of the shutters, doors and windows of the Demised Premises at all times.

(24) Compliance with statutes, by-laws, etc

To comply promptly at all times and in all respects during the term hereby created and at the Tenant's expense with all such requirements as may be imposed by any statute now or hereafter in force and all by-laws orders rules regulations requirements and notices made thereunder or made by any Appropriate Authority applicable to the Demised Premises and the Permitted Business and further to notify the Landlord in writing of any notice or demand which may affect the Landlord or the Office Tower served by the Appropriate Authority and to comply immediately with such notice.

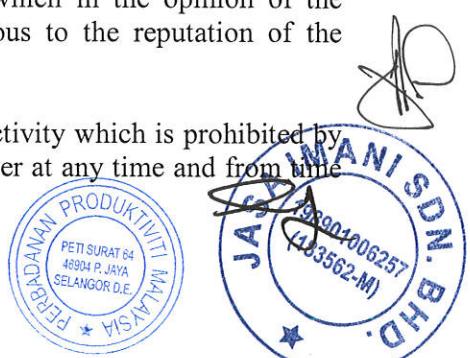
(25) Legal costs

The parties shall bear their respective legal fees payable for the Letter of Offer, the Tenancy Agreement and the Deed of Mutual Covenants but the stamp duty shall be borne by the Tenant for this Tenancy Agreement.

(26) Prohibited acts and/or businesses

- (a) Not to put up any religious altar or allow the burning of incense or other religious items in and/or outside the Demised Premises or within the vicinity of the Office Tower or to carry out or be involved in the business of undertaking funeral services, funeral houses or parlours or anything relating thereto or trading or retailing coffin, caskets of any type or nature whatsoever whether it is disguised in any form as wood based or wood related products.
- (b) Not to conduct any trade or business involving gambling in any form whatsoever, massage parlour, unlawful or illegal acts.
- (c) Not to conduct any trade, business or activity which is unlawful illicit or immoral or offensive in the opinion of the Landlord and/or the Management.
- (d) Not to carry on any trade, business or activity which in the opinion of the Landlord and/or the Management, may be injurious to the reputation of the Office Tower.
- (e) Not to carry on or conduct any trade, business or activity which is prohibited by the Landlord and/or Management of the Office Tower at any time and from time to time.

(27) Auction



Not to conduct or cause to be conducted or to permit any sale by auction to be held in any part of the Demised Premises or the Office Tower.

(28) Excessive load

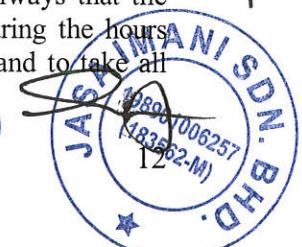
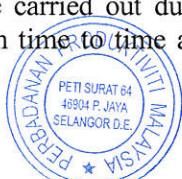
- (a) Not to place or permit to be placed upon any part of the Demised Premises or the Office Tower a load in excess of the load/weight as may be prescribed by the Management of the Office Tower at any time and from time to time and shall when required by the Management of the Office Tower distribute any load on any floor of the Demised Premises and/or the Office Tower in accordance with the direction and requirements of the Management of the Office Tower. In the interpretation and application of this sub-clause the decision of the consultants engineers or surveyors of the Management of the Office Tower shall be final and binding upon the Tenant.
- (b) In the event of any delivery of consignment of crates of goods in bulk, to carry out the delivery of such consignment only with the written consent of the Management of the Office Tower and if consent is so given to carry out the delivery of such consignment during such hours and at such place as may be designated by the Management of the Office Tower.
- (c) Notwithstanding the above provisions, the Management of the Office Tower shall in all cases retain and have the power to prescribe the weight and proper position of all heavy machinery and equipment articles goods or other thing whatsoever in the Demised Premises and any or all damage caused to the Office Tower or any part thereof by the Tenant or anyone on its behalf by taking in or moving out any items of machinery and equipment furniture goods articles or other things in the Office Tower shall be made good by the Tenant at the sole expense of the Tenant. The Tenant shall pay to the Landlord the amount of any damages suffered by the Landlord.

(29) Loading and unloading

Not to permit any vehicles belonging to the Tenant or any person(s) calling on the Demised Premises to stand on the road(s) or pavement(s) surrounding the Demised Premises and/or the Office Tower except when and for so long as the same are actually loading or unloading goods and materials at the service areas or loading bays provided for such purpose and at such time or times as the Landlord may specifically allow. In the course of loading or unloading, the Tenant shall prohibit its employees, service supplier and others over whom it may direct or control from obstructing in any manner whatsoever the entrance exits and driveways in and to the Office Tower, the parking areas and also the pedestrian footways and/or the Common Property and shall also comply with any regulation imposed by the Management of the Office Tower from time to time. The Tenant shall not use or permit to be used the said service areas or loading bays for storage of goods or any other purpose other than for prompt loading and unloading of goods.

(30) Garbage and waste disposal

Not to use passenger lifts but to use the designated lift(s) or hoist(s) or service lift(s) (if any) of the Office Tower for the transportation of properly packed garbage rubbish or waste of whatsoever nature for disposal at the appropriate rubbish disposal bins or facilities provided by the Management of the Office Tower provided always that the disposal of such garbage rubbish or waste shall only be carried out during the hours designated by the Management of the Office Tower from time to time and to take all



reasonable steps not to litter the Common Property in the process of the said disposal as well as not to place or leave in the entrance or stairways passages or corridors of the Office Tower any boxes or rubbish or otherwise encumber or obstruct the same and to keep the Demised Premises and the Office Tower in clean and sanitary condition.

(31) Security guards

Not at any time during the term hereby created without the prior consent in writing of the Management employ any security guard for the Demised Premises or any part of the Office Tower and in the event that the Management shall give the said consent the Landlord and the Management shall not be liable for any act omission or negligence of the security guards so appointed and further to permit the security guards employed by the Management of the Office Tower to search all incoming goods and property whenever they deem necessary.

(32) Operating Hours of the Office Tower

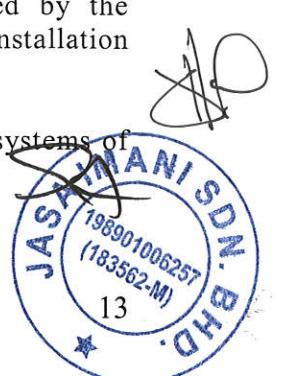
To observe the Operating Hours of the Office Tower as may be prescribed by the Management of the Office Tower from time to time and at any time and to carry on the Permitted Business during the Operating Hours of the Office Tower except on the days the Office Tower is declared closed by the Management of the Office Tower for the reasons deemed necessary.

(33) Confidentiality

Not to disclose this Agreement or any parts thereof to any person or body with the exception of the Tenant's solicitors and/or any governmental body or local authority without the prior consent in writing of the Landlord.

(34) Security and fire alarms

- (a) To permit the duly authorized employees and/or agents of the Management of the Office Tower and upon prior written notice being given, to enter the Demised Premises during the Operating Hours accompanied by an employee of the Tenant for the purpose of servicing and maintaining the security and fire alarm systems in the Office Tower (if access to the same is only achievable through the Demised Premises).
- (b) To permit the duly authorized employees and or agents of the Management of the Office Tower to have such access to the Demised Premises as may be required in the event of a security alarm call.
- (c) Not to install or maintain in the Demised Premises any equipment and/or apparatus which:
  - (i) is intended to be an extension of the security or fire alarm systems of the Office Tower and which is to be connected to either system other than such apparatus or equipment as is compatible with the equipment of such systems and that has been approved by the Management of the Office Tower in writing prior to such installation or maintenance; or
  - (ii) may affect the performance of the security or fire alarm systems of the Office Tower.



(d) Not to make any connection to either or both of the aforesaid systems.

(35) Rules and regulations

The Tenant shall observe and comply perform and cause all employees, servants, contractors, agents, and invitees of the Tenant to observe and perform all the terms of the Deed of Mutual Covenants and all the rules and regulations as may be stipulated by the Management of the Office Tower at any time and from time to time.

(36) Additional terms and conditions

The Tenant shall in addition and without derogation to any of the terms and conditions contained in the clauses of this Agreement, also observe, comply with and perform the additional terms and conditions contained in the Second Schedule to this Agreement and in the event of any conflict or inconsistency between the provisions in the Second Schedule and the provisions contained in the clauses of this Agreement, the provisions in the Second Schedule hereto shall prevail.

(37) Cooling / ventilation / air-conditioning

- (a) Not to do anything which interferes with the cooling or ventilation of the Office Tower or which imposes an additional load on the cooling or ventilation plant and equipment.
- (b) Air-conditioning shall be provided by the Landlord to the Demised Premises in accordance with Item 2(e) of the Fourth Schedule hereto.

(38) Removal and ownership of partitioning, equipment and trade fixture

The Tenant shall be responsible for all maintenance of the equipment and fixtures put up by the Tenant in the Demised Premises and the same shall be removed by the Tenant not later than or immediately prior to the expiration or sooner determination of the Tenancy if so required by the Landlord, in default whereof the Landlord may at the expense of the Tenant remove and dispose of the same or if not so removed shall at the option of Landlord become the property of the Landlord. The Tenant shall make good any damage occasioned by such removal.

(39) Taxes

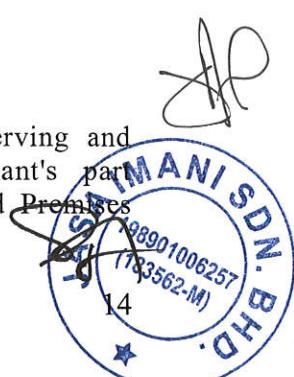
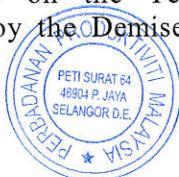
The Tenant shall pay all taxes including but not limited to sales and services tax ("SST") and any other taxes of similar nature that may be imposed from time to time by the Appropriate Authorities having power to impose the same on the Rent and any other fees and charges payable by the Tenant to the Landlord under this Agreement.

## 8. Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(1) Quiet enjoyment

That the Tenant duly paying the Rent hereby reserved and observing and performing the several covenants and stipulations on the Tenant's part hereinbefore contained shall peaceably hold and enjoy the Demised Premises.



during the term hereby created without any disturbance by the Landlord or any person lawfully claiming under or in trust for the Landlord.

(2) Insurance

At all times throughout the term hereby created to keep the Demised Premises excluding the Tenant's goods, merchandise, assets and property insured against loss or damage or destruction by fire to the full insurable value thereof and to make all payments necessary for the above purposes as and when the same shall respectively become due.

(3) Suspension / cessation/ interruption of utilities and/or Facilities

In addition to and without prejudice to any other rights and remedies of the Landlord hereunder or in law, the Landlord shall be entitled to require the Management of the Office Tower to suspend and/or cease and/or interrupt the provision of the utilities and/or Facilities to the Demised Premises (if any) in the event that the Tenant shall fail refuse and/or neglect to pay the Rent on due date or in the event of any breach by the Tenant of the terms of this Agreement. Neither the Landlord nor the Management of the Office Tower shall be held responsible or liable for any loss or damage suffered by the Tenant as a result of or arising from such suspension and/or cessation and/or interruption.

(4) Payment of outgoings

To pay all present and future quit rent rates assessments and such other outgoings imposed upon or in respect of the Demised Premises save and except where covenanted herein to be paid by the Tenant.

## 9. Landlord's Rights

Provided always and it is hereby agreed as follows:-

(a) Interruption of Tenant's rights

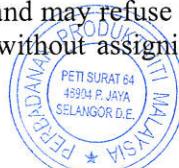
Notwithstanding any other provisions of this Agreement, the Landlord shall not be liable for any acts or damages arising from any action brought by any party which shall result in cessation, variation, violation or interruption of the rights of the Tenant under this Agreement.

(b) Waiver

No relaxation forbearance delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement or the granting of time by the Landlord to the Tenant shall prejudice affect or restrict the rights and powers of the Landlord hereunder nor shall acceptance of Rent by the Landlord be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach of any of his obligations hereunder or operate as a waiver of any subsequent or any continuing breach hereof.

(c) The Landlord's discretion/ decision / consent

Except where expressly provided, the Landlord shall be entitled absolutely, to exercise any discretion, liberty or decision making whatsoever accorded to the Landlord pursuant to the terms and conditions herein and may refuse or decline any request for consent or approval made by the Tenant without assigning any reason



whatsoever thereto or grant such consent or approval subject to such terms and conditions as the Landlord may think fit and the same shall be binding upon the Tenant.

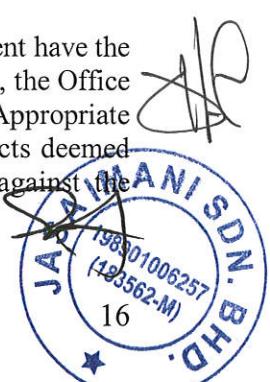
(d) Negligence

The Landlord shall not in any circumstances other than those arising from its own gross negligence or wilful default or that of its employees, servants or agents be liable to the Tenant or any other person whomsoever:-

- (i) for any loss of profit or of business or loss of life or loss, injury or damage to person or property or for any disruption or inconvenience caused to or suffered or sustained by the Tenant or any other person caused by or through or in any way owing to or arising out of or connected with any defect in or breakdown or suspension of the utilities and/or the Facilities; or
- (ii) for any loss of profit or of business or loss of life or loss, injury or damage to person or property or for any disruption or inconvenience caused to or suffered or sustained by the Tenant or any other person caused by or through or in any way owing to or arising out of or connected with any escape of fumes, smoke, fire or any other substance or thing or the overflow of water from anywhere within the Office Tower or in any way attributable to fire, storm, tempest, flood, act of God or other inevitable accident; or
- (iii) for the security or safekeeping of the Demised Premises or any contents therein and in particular but without prejudice to the generality of the foregoing, provision by the Management of the Office Tower of watchmen or caretakers or security guards for the Office Tower shall not create any obligation on the part of the Landlord as to the security of the Demised Premises or any contents therein and the responsibility for the safety of the Demised Premises and the contents thereof shall at all times rest with the Tenant; or
- (iv) for any interruption in any of the utilities and/or the Facilities by reason of necessary repair or maintenance of any installation or of apparatus or damage thereto or destruction thereof by fire, water, act of God or other cause by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity, water or labour disputes which is beyond the Landlord's control; or
- (v) for any civil claims arising or connected to any criminal acts or violence committed by any person(s) in any part of the Demised Premises and/or the Office Tower.

(e) Changes And Deviations

- (i) The Landlord shall at any time after the execution of this Agreement have the right to make such changes or deviations to the Floor Layout Plan, the Office Tower and/or the Demised Premises as may be required by the Appropriate Authority or as may be in the opinion of the Landlord's Architects deemed expedient or necessary and the Tenant shall have no claim against the



Landlord for damages, costs or compensation in respect of any such changes or deviations.

(ii) In the event the Demised Premises is materially affected by such changes or deviations, the Landlord shall serve on the Tenant a notice of the same in writing and the Landlord may offer the Tenant alternative premises in the Office Tower on such terms and conditions as may be agreed between the parties hereto; provided that if such agreement is not reached within fourteen (14) days from the date of the Landlord's said notice to the Tenant, the Landlord shall, subject to Clause 6.1 above, refund to the Tenant the Deposits paid by the Tenant free of interest less any sums due to the Landlord and thereafter this Agreement shall be null and void and of no further force and effect and neither party hereto shall have any claim against the other for costs, damages, compensation or otherwise whatsoever and howsoever arising.

(f) Reservation of Landlord's right to sell

The Landlord may at any time decide to sell the Demised Premises in the event that the Landlord shall deem fit to such persons or parties and at such price as shall be decided by the Landlord at its absolute discretion. Such sale of the Demised Premises shall be subject to this tenancy which shall be assigned to the purchaser(s) of the Demised Premises as the new landlord on the completion date of such sale. The Landlord shall notify the Tenant in writing three months in advance of the sale of the Demised Premises. Notwithstanding the aforesaid, the Landlord shall not be liable to the Tenant in the event of any loss or damage incurred by the Tenant due to or arising from such sale of the Demised Premises.

## 10. Expiration/Determination Of Tenancy

On the expiry or sooner determination of the Initial Term, subject to Clause 11(1), or the Extended Term, as the case may be, or of this tenancy, the Tenant shall:

- (1) Permit prospective tenants and others authorised by the Landlord or its agents at all reasonable times of the day by prior appointment during the six (6) months immediately preceding the expiry or sooner determination of the term hereby created to enter and view the Demised Premises and/or permit the fixing of notices or signs of the pending vacancy of the Demised Premises to the public.
- (2) Yield up the Demised Premises with only the Landlord's fixtures and fittings thereto, in good clean tidy and tenantable repair and condition (fair wear and tear excepted), remove any placard poster advertisement name or sign whatsoever without damaging any part of the interior / exterior of the Demised Premises and restore the Demised Premises to its original state and condition (fair wear and tear excepted), cover and conceal any exposure caused by such removal to the structure of the Demised Premises or the Office Tower or any part thereof with such suitable materials having a similar colour and texture, all at the cost and expense of the Tenant SAVE AND EXCEPT if the Landlord requires the Tenant not to cause the restoration to be carried out. In the event the Tenant fails to carry out such restoration works and/or the covering and concealing of any exposure as aforesaid, the Landlord may (but shall not be obliged to) carry out the said restoration and covering and concealing works and all costs and expenses for the restoration and covering and concealing works shall be borne by the Tenant solely and shall be a debt due by the Tenant to the Landlord and the Landlord shall (notwithstanding anything to the contrary in the provisions of this Agreement and



without prejudice to the other rights of the Landlord) be entitled to retain and deduct the said costs and expenses from the Deposits and provided always that in the event the Deposits are insufficient to cover the said costs and expenses the Landlord shall be entitled, in addition to the rights of the Landlord under this Agreement and such other rights of the Landlord, to claim the balance of the said costs and expenses from the Tenant.

- (3) Remove all fixtures and installations of the Tenant or any part thereof nominated by the Landlord from all portions of the Demised Premises, unless the Landlord requires the Tenant not to carry out such removal, and make good all damage done to the Demised Premises or the Office Tower resulting from such removal, in default thereof the Landlord may remove and dispose of the same and make good all such damage provided always all costs incurred by the Landlord in such removal or disposal or in making good such damage shall be borne solely by the Tenant and shall be a debt due by the Tenant to the Landlord and the Landlord shall (notwithstanding anything to the contrary in the provisions of this Agreement and without prejudice to the other rights of the Landlord) be entitled to retain and deduct the said costs and expenses from the Deposits and provided always that in the event the Deposits are insufficient to cover the said costs and expenses the Landlord shall be entitled, in addition to the rights of the Landlord under this Agreement and such other rights of the Landlord, to claim the balance of the said costs and expenses from the Tenant.
- (4) Paint with two coats of paint (the type of which is to be approved by the Landlord) as and when it may become necessary all the inside wood and iron works, already painted and the interior including all walls, doors windows and ceiling of the Demised Premises and to stain, varnish and polish all the inside wood already stained, varnished and polished and at all times to keep the wood and iron works and the interior of the Demised Premises including all doors and windows properly painted, decorated, stained, varnished and polished and to keep the windows glass clean, failing which the Landlord shall repaint, stain, varnish and/or polish the aforesaid and all costs and expenses for the repainting, staining, varnishing and/or polishing the aforesaid shall be borne by the Tenant solely and shall be a debt due by the Tenant to the Landlord and the Landlord shall (notwithstanding anything to the contrary in the provisions of this Agreement and without prejudice to the other rights of the Landlord) be entitled to retain and deduct the said costs and expenses from the Deposits and provided always that in the event the Deposits are insufficient to cover the said costs and expenses the Landlord shall be entitled, in addition to the rights of the Landlord under this Agreement and such other rights of the Landlord, to claim the balance of the said costs and expenses from the Tenant.
- (5) If the Tenant fails to yield and vacate the Demised Premises on the expiry of the Initial Term or the Extended Term, as the case may be, or the sooner determination of this tenancy in the manner provided above, to pay to the Landlord as agreed liquidated damages a sum equivalent to two (2) times the Rent for every month that the Tenant holds over from the expiry of the Initial Term or the Extended Term, as the case may be, or upon the sooner determination of this tenancy until the date of delivery of vacant possession of the reinstated Demised Premises to the Landlord without prejudice to the Landlord's right to evict the Tenant or to take proceedings to enforce the other rights of the Landlord contained in this Agreement or such other actions as are available to the Landlord under this Agreement and in law.

## 11. Renewal/Non-Renewal Of Tenancy

- (1) Provided Always that the Tenant is not in breach of any covenant to be performed and observed on his part and the Tenant shall have given a written request to the Landlord



for an extension of the tenancy of the Demised Premises at least six (6) months prior to the expiry of the Initial Term, the Landlord shall grant to the Tenant a renewal of the tenancy of the Demised Premises for the Extended Term commencing from the day immediately following the expiry of the Initial Term subject to the following conditions:

- (i) The rent payable for the Demised Premises in the Extended Term shall be as stated in Section 14 of the First Schedule hereto.
- (ii) All the costs and expenses incurred in the preparation and execution of all documents for the renewal including the Landlord's legal costs and fees as well as stamp duties shall be borne by the Tenant.
- (iii) The Tenant shall prior to the commencement of the Extended Term if so requested by the Landlord, refurbish and redecorate the Demised Premises to a standard comparable to the standard maintained at the other parcels in the Office.
- (iv) The Tenant shall prior to the commencement of the Extended Term top up any short fall in the Deposits as may be notified by the Landlord.
- (v) Save and except for the provisions for renewal of the tenancy which shall be excluded, the other terms and conditions contained herein shall be applicable mutatis mutandis for the Extended Term.

- (2) In the event the Tenant does not intend to renew the tenancy of the Demised Premises or fails to exercise the option to renew as provided in Clause 11(1) above, the provisions of Clause 10 shall apply.
- (3) If the Tenant continues in occupation of the Demised Premises after the expiry of the Initial Term without having carried out the provisions of Clause 11(1), the Landlord may at its absolute discretion deem the Tenant to be a monthly tenant but the rate of rental payable by the Tenant shall be as stated in Section 14 of the First Schedule hereto and any part thereof remaining unpaid shall be a debt due by the Tenant to the Landlord and the Landlord shall (notwithstanding anything to the contrary in the provisions of this Agreement and without prejudice to the other rights of the Landlord) be entitled to retain and deduct the said amounts owing from the Deposits and provided always that in the event the Deposits are insufficient to cover the said amounts owing the Landlord shall be entitled, in addition to the rights of the Landlord under this Agreement and such other rights of the Landlord, to claim the said amounts owing from the Tenant. The monthly rent shall be payable monthly in advance and such tenancy shall be determinable by thirty (30) days' notice in writing by either party to the other and otherwise shall be subject to the same covenants and conditions as are contained or implied in this Agreement save for the provisions for renewal of the tenancy which shall be excluded.

## 12. Termination Of Tenancy

- (1) Notwithstanding any provision to the contrary contained herein, upon the occurrence of any one or more of the following events:-
  - (a) if the Rent and/or Deposits and/or other payments by the Tenant hereunder inclusive of all interest (if any) or any part thereof shall at any time be unpaid for seven (7) days after becoming due or payable (whether formally demanded or not); or



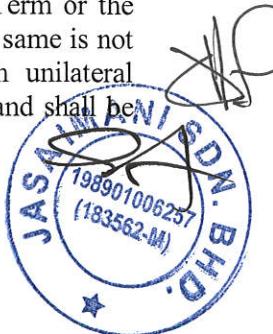
- (b) if any covenant on the Tenant's part herein contained shall not be performed or observed; or
- (c) if the Tenant is in default of any provision of this Agreement which is not capable of being remedied or if capable of being remedied is not remedied within the time period as stipulated in this Agreement or by the Landlord in writing requesting the Tenant to remedy the same; or
- (d) if the Tenant for whatever reason shall repudiate this Agreement or surrender, give up or terminate this tenancy before the expiry of the Initial Term or the Extended Term, as the case may be; or
- (e) if the Tenant commits an act of bankruptcy or goes into liquidation or shall have a receiving order made against it or shall make any arrangement for the benefit of its creditors for liquidation of its debt(s) by composition or any distress or attachment or execution to be levied against its property or has a receiver and/or manager appointed over any of its asset(s) or undertaking(s); or
- (f) if the Tenant dies or becomes insane

the Landlord shall be entitled to-

- (h) determine the tenancy herein created forthwith by notice in writing to the Tenant and/or to re-enter upon the Demised Premises or any part thereof in the name of the whole at any time or times and to remove all persons and goods merchandize property therefrom using all necessary legal measures for this purpose without being liable in any manner for trespass conversion or otherwise, and all damages to the Tenant or persons holding under the Tenant by reason of such re-entry are hereby expressly waived and thereafter this tenancy shall absolutely determined;
- (i) forfeit in favour of the Landlord absolutely the Deposits and all other payments made by the Tenant and if any Rent or interest or any other payments is/are due and owing to the Landlord, the Landlord shall be entitled to recover such amounts from the Tenant as a debt;
- (j) initiate and take such other action the Landlord shall deem fit to recover all moneys due and owing to the Landlord and/or to evict the Tenant and the cost and expenses (including solicitor's costs on a solicitor and client basis) of all such actions taken shall be borne by the Tenant.

(2) In the event of the Tenant terminating this Agreement whether orally or by writing or vacating or abandoning the Demised Premises before the expiration of the Initial Term or the Extended Term, as the case may be, it shall be deemed that the tenancy has been terminated by the Tenant unilaterally and in addition to the provisions of Clauses 12(1)(g), 12(1)(h) and 12(1)(i) above the Tenant shall forthwith pay to the Landlord a sum equal to the Rent for the whole of the unexpired Initial Term or the Extended Term, as the case may be, as agreed liquidated damages and if the same is not paid by the Tenant to the Landlord within fourteen (14) days of such unilateral termination, the same shall be a debt due from the Tenant to the Landlord and shall be recoverable by the Landlord as such.

#### 12.1 Termination on Corruption, Unlawful or Illegal Activities



12.1.1 Any party shall not do (and warrants that in relation to this Agreement has not done) any of the following:

- (a) corruptly offer, give or agree to give, directly or indirectly, to any officer or agent of the other party, any gratification as an inducement or reward for:
  - (i) doing or not doing or for having done or not having done any act in relation to the obtaining or execution of this Agreement or any other agreement with the other party made pursuant to this Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the other party made pursuant to this Agreement;
- (b) enter into this agreement or any other agreement with the other party made pursuant to this Agreement in connection with which the other party has been paid or has been agreed to be paid by the party or on the party's behalf; or to the party's knowledge, unless before this Agreement, or any other agreement with the other party made pursuant to this Agreement is made, full particulars of any such other party and all the terms or provisions of any such agreement for the payment thereof have been disclosed in writing to the Tenant.

12.1.2 If it is satisfied based on an investigation duly conducted out by a relevant competent authority that either party –

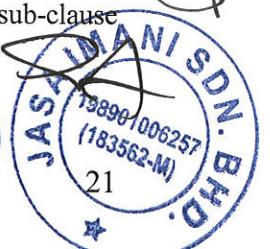
- (a) had breach of any of this Clause has occurred; or
- (b) did any act referred to in sub-clause 12.1 has been committed by the party, or its employees or representative (whether with or without the party's knowledge) in relation to this Agreement or any other agreement made pursuant to this Agreement which is connected to this Agreement.

the other party shall be entitled, without prejudice to any of its other rights or remedies under the applicable law:

- (aa) to terminate, at any time, by giving immediate written notice to the breaching party, this Agreement, or any other agreement with the non-breaching party made pursuant to this Agreement;
- (bb) to recover from the breaching party the amount of loss, cost, damages and expenses (including any incidental cost and expenses) resulting from the termination; and
- (cc) to recover from the breaching party any other loss sustained in consequence of its breach of Clause 12.1, whether or not this Agreement has been terminated.

PROVIDED THAT the termination shall not affect or prejudice the rights of any party which have accrued before the termination date and the obligations under this Agreement shall continue even after the termination of this Agreement at no cost to the non-breaching party.

12.1.3 For the avoidance of doubt, nothing in this Agreement, or any other agreement made pursuant to this Agreement which is connected to this Agreement shall render the non-breaching party in any law liable for payments upon termination made under sub-clause 12.1.2.



12.1.4 Any action taken against any person in the breaching party's employment or service under the applicable laws and regulations (including disciplinary action) will be without prejudice to any action that may be taken against the breaching party pursuant to Clause 12.1.

12.1.5 For the purpose of sub-clause 12.1 "relevant competent authority" means that Malaysian Anti-Corruption Commission established under the Malaysian Anti-Corruption Commission Act 2009 (*Act 694*) of Malaysia.

13. Non-Exclusivity [Not Applicable]

Nothing herein contained shall be construed as implying that the Tenant shall have or may expect a monopoly in its class of business in the Office Tower or any part thereof or any restriction in the number of tenants carrying on the same class of business in the Office Tower or any part thereof.

14. Force Majeure

If the Demised Premises and/or the Office Tower and/or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire, lightning, riot, civil commotion, tempest, war or other unforeseen cause so as to become unfit for occupation and use, then the Landlord shall not be bound or compelled to rebuild or reinstate the same unless it, in its absolute discretion, thinks fit. In the event of the Landlord deciding to rebuild and reinstate the Demised Premises then (provided the monies payable under any policy of insurance effected by the Landlord shall not have become irrecoverable through any act, default or negligence of the Tenant or any other tenant or occupier of the Office Tower) the Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall have been again rendered fit for occupation and use. In the event of the Landlord deciding not to rebuild and reinstate the Demised Premises then the Rent hereby reserved shall cease and determine from the happening of such destruction or damage as aforesaid and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord possession of the Demised Premises.

15. Illegality & severability

(1) Any term condition stipulation provision covenant or undertaking of this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality voidness prohibition or unenforceability without invalidating the remaining provisions hereof and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term condition stipulation provision covenant or undertaking in any other jurisdiction.

(2) If any of the terms or provisions of this Agreement shall become invalid, ineffective, voidable, illegal or unenforceable, that term or provision shall be severable provided that the severance of such term or provision would not cause the rights or obligations of any of the parties hereto to be substantially different from those contained in this Agreement, would not nullify the underlying intent of this Agreement and would not require the performance of any obligation to be substantially more onerous than is provided in this Agreement. If any term or provision is severable in accordance with this clause, this Agreement shall take effect for all purposes as if that term or provision were not contained therein and shall not affect the validity or enforceability of the other terms or provisions of this Agreement which shall remain in full force and effect.



16. Service Of Notice

Any notice required to be served hereunder shall be sufficiently served on the Tenant if delivered to the Tenant or its agents or forwarded to the Tenant by registered post or left at the Demised Premises or at its address stated herein or at its last known address in Malaysia and shall be sufficiently served on the Landlord if delivered to the Landlord or its agents by registered post. Any notice sent by registered post shall be deemed to be given at the same time when in due course of post it would be delivered at the address to which it is sent.

17. Time

Time whenever mentioned shall be of the essence of this Agreement.

18. No Assignment

The Tenant shall not assign or attempt to assign any of his rights or obligations hereunder to any third party without the prior written consent of the Landlord.

19. Successors-In-Title

This Agreement shall be binding upon the heirs, personal representatives, successors-in-title, receivers, managers, liquidators and permitted assigns of the Tenant, as the case may be, and on the successors-in-title and assigns of the Landlord.

20. Special Terms And Conditions

This Agreement and the tenancy hereunder shall be subject to such other express terms and conditions (if any) as may be mutually agreed between the Landlord and the Tenant as specified in the Third Schedule and the Fourth Schedule hereto and in the event of any conflict or inconsistency between the provisions in the Third Schedule and the Fourth Schedule hereto and the foregoing provisions of this Agreement, the provisions in the Third Schedule and the Fourth Schedule hereto shall prevail.

21. Warranties And Representations

The Tenant acknowledges and declares that no promise representation warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Demised Premises for any business to be carried on therein or to the fittings finishes facilities and amenities of the Demised Premises or the Office Tower or as to other businesses to be carried on in the Office Tower otherwise than in this Agreement contained.

22. Governing Law

The parties hereto agree that this Agreement shall be governed by the laws of Malaysia and agree to submit to the exclusive jurisdiction of the Courts of Malaysia in all matters concerned with this Agreement.

25. Mailbox

(1) The Tenant may request the Management for one or more mailbox(es) located at the designated area of the Office Tower (provided the same is/are available).



(2) The Tenant shall keep the mailbox(es) allocated to it in a neat and clean condition. The Landlord shall not be in any way responsible for the maintenance of the mailbox(es) or the loss or damage of the contents therein.

(3) The Management shall rent to the Tenant the use of the mailbox(es) during the term of the tenancy herein for the sum stated in Section 15 of the First Schedule hereto being the Mailbox Rental payable to the Management upon execution of this Agreement and the Deed of Mutual Covenants.

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

SIGNED by  
for and on behalf of the Landlord  
in the presence of :-

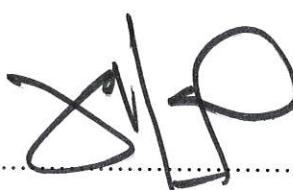
] JASA IMANI SDN. BHD.  
(198901006257 (183562-M))



TEW LIANG TZE  
(NRIC No.:860323-43-6125)

.....  
SIGNED by  
for and on behalf of the Tenant  
in the presence of :-

] PERBADANAN PRODUKTIVITI MALAYSIA  
]



.....

ZAHID ISMAIL  
Director General  
Malaysia Productivity Malaysia (MPC)

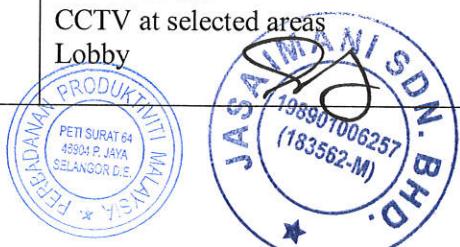
**FIRST SCHEDULE**  
(which is to be taken read and construed as an essential part of this Agreement)

SECTION	PARTICULARS	DETAILS
1.	The Day and Year of this Agreement	06 DEC 2023
2.	Name, Description and Address of the Tenant	<p>Name : <b>PERBADANAN PRODUKTIVITI MALAYSIA</b></p> <p>Registered Address: Lorong Produktiviti, Off Jalan Sultan, 46200 Petaling Jaya, Selangor</p> <p>Business Address: Pejabat Wilayah Pantai Timur, Tingkat 13A, Menara Zenith, Jalan Putra Square 6, Putra Square, 25200 Kuantan, Pahang</p>
3.	Demised Premises (demarcated in 'Red' in the Floor Layout Plan attached herewith as Annexure A")	<ul style="list-style-type: none"> <li>i) Lot No.: 13A – A, B, C &amp; D</li> <li>ii) Floor Level: 13A Floor</li> <li>iii) Building: Menara Zenith</li> <li>iv) Floor Area: Approximately 4,397.50 square feet</li> </ul>
4.	Initial Term of Tenancy	Three (3) years commencing on the Commencement Date of the Tenancy.
5.	Extended Term of Tenancy	Two (2) further terms of renewal for Three (3) years each.
6.	Commencement Date of the Tenancy	1 <sup>st</sup> April 2023.
7.	Rent Commencement Date	Tenant shall commence paying Rent from 1 <sup>st</sup> April 2023.



8.	Rent	Ringgit Malaysia Fourteen Thousand Two Hundred Three and Cents Ninety Two (RM14,203.92) only per month calculated at the rate of RM3.23 per square foot inclusive of monthly service charge. The monthly rental shall be paid by the Tenant to the Landlord in advance on or before the Seventh (7 <sup>th</sup> ) day of each and every calendar month.
9.	Security Deposit	Ringgit Malaysia Forty Two Thousand Six Hundred Eleven and Cents Seventy Six (RM42,611.76) only being equivalent of Three (3) months rent.
10.	Utility Deposit	NIL
11.	Restoration Deposit	<p>Ringgit Malaysia Six Thousand Five Hundred (RM6,500.00) only, which has been duly paid by the Tenant on 17 March 2017.</p> <p>The Landlord is entitled to convert the Fit-out Deposit to be held as the Restoration Deposit provided that the Tenant completes the Fit-out Works in the Premises and if the Fit-out Deposit is not utilized. In the event that the Fit-out Deposit or part thereof is utilized towards payment of any such loss, damage or expenses suffered or sustained by the Landlord in relation to the Fit-out Works, the Tenant shall be responsible to make payment to the Landlord of the differential sum or the full sum (if there is no balance from the Fit-out Deposit) to make up the full Fit-out Deposit which shall then be converted to and held as the Restoration Deposit.</p>
12.	Postpaid Meter Deposit	The Tenant shall pay to the Management a Postpaid Meter Deposit as shall be prescribed by the Management upon the execution of this Agreement. The Tenant shall pay to the Management a non-refundable connection fee.
13.	Permitted Business	To be used solely as an office for the Tenant's related business.
14.	Rent For The Extended Term	Rental for the extended term shall be determined at prevailing market rate.



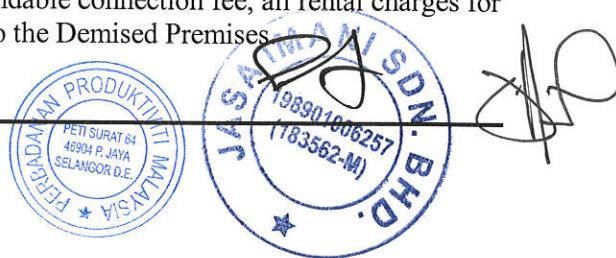
15.	Mailbox Deposit Mailbox Rental	N/A N/A
16.	Chilled Water Meter Deposit (if applicable)	NIL
17.	Service Charge	Included in the monthly rental.
18.	Facilities (Common Property)	<p>Lifts Control room CCTV at selected areas Lobby</p> 

## SECOND SCHEDULE

(which is to be taken read and construed as an essential part of this Agreement)

### Additional Terms And Conditions

1. The Tenant shall pay to the Management a sum of Ringgit Malaysia Twenty Five (RM25.00) only as non-refundable processing charges payable to obtain a Door Access Card to the Office Tower. Notwithstanding the aforesaid, the Landlord shall provide the Tenant with two (2) Door Access Cards only free of charge.
2. The Tenant shall pay a non-refundable fee of Ringgit Malaysia Five Hundred and Thirty (RM530.00) only to the Management for turning-off, flushing, turning-on and testing of the fire sprinklers within the Demised Premises which are required to be carried out during the renovation/fitting out of the Demised Premises. Without prejudice to the generality of the foregoing the Tenant shall indemnify and keep the Landlord fully indemnified from and against all and any damages and/or costs to repair any damage to Menara Zenith (including where relevant, the Demised Premises) to the state and condition it was previously in prior to the damage occurring and to remove from Menara Zenith all waste and/or debris resulting directly from the renovation/fitting-out carried out by the Tenant.
3. The Tenant shall pay to the Management a non-refundable connection fee for postpaid meter and a Smartcard Deposit of Ringgit Malaysia Fifty (RM50.00) only per card to obtain a Smartcard to top-up credit from time to time to obtain electricity supply. The Smartcard Deposit shall be refundable by the Management to the Tenant upon the return of the said Smartcard to the Management in good and working condition. Any excess credit in the Smartcard shall be refunded to the Tenant provided always that there is no outstanding payment due and payable by the Tenant to the Landlord and/or the Management.
4. The Tenant shall pay to the Management a non-refundable connection fee, all rental charges for water meters and utility charges for water supplied to the Demised Premises



### THIRD SCHEDULE

(which is to be taken read and construed as an essential part of this Agreement)

#### Special Terms And Conditions (Part I)

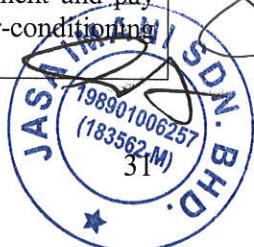


## FOURTH SCHEDULE

(which is to be taken read and construed as an essential part of this Agreement)

### Special Terms And Conditions (Part II)

ITEM	LANDLORD'S WORK	TENANT'S WORK (at Tenant's cost and expense)
<b>1. GENERAL CONSTRUCTION</b>		
(a) Floors	Carpet flooring with limitation of live load bearing at 2.5KN per square meter.	The Tenant shall maintain the carpet and re-imbursement by the Landlord can only be made for parts/portions damaged beyond fair wear and tear.
(b) Structural Columns (if any)	Plaster with white ordinary emulsion paint.	Tenant's own requirement.
(c) Ceiling	2' x 2' suspended ceiling to the unit	Tenant shall maintain the Landlord's ceiling.
(d) Shop signage	Not Provided	Tenant's own requirement subject to approval.
(e) Partition	Landlord to provide	Tenant shall maintain the Landlord's partition.
(f) General	Nil	All other work which may be necessary to enable the Tenant to commence trading.
<b>2. AIR-CONDITIONING AND MECHANICAL VENTILATION</b>		
(a) Fresh Air Supply	Not Provided	Tenant's own requirement subject to approval.
(b) Chill Water Supply & Return Chill Water Piping	Not Applicable	Tenant's own requirement subject to approval.
(c) Exhaust System	Not Provided	Tenant's own requirement subject to approval.
(d) Smoke Spill System	Not Provided	Tenant's own requirement subject to approval.
(e) Air-Conditioning Facilities	Landlord to provide	Tenant shall maintain the Landlord's air-conditioning equipment and pay for the monthly air-conditioning charges.



ITEM	LANDLORD'S WORK	TENANT'S WORK (at Tenant's cost and expense)
3. ELECTRICAL		
(a) Electrical Supply	Incoming supply to electrical riser only.	Installation & successful connection from electrical riser to prepaid meter panel MCCB and Tenant's Distribution Board and all final sub-circuit wiring.
(b) Lighting	Landlord to provide.	Tenant shall maintain the Landlord's lightning.
(c) Power Point Outlet	Landlord to provide.	Tenant shall maintain the Landlord's power point outlet.
(d) Telephones	Incoming cable to Telephone Riser only.	Installation of wiring from Telephone Riser and internal wiring within Tenant's Demised Premises. Application to Telekom Malaysia Bhd.
(e) Public Address System	Speakers for common area only.	Tenant's own requirement
(f) Emergency Light	For common areas only.	Tenant's own requirement
4. SANITARY & PLUMBING		
(a) Cold Water Supply	Incoming supply to riser only	All pipe works within Tenant's area from riser.
(b) Kitchen Waste Water	Not Provided	Tenant's own requirement
5. FIRE PROTECTION		
(a) Sprinkler System	Upright sprinkler heads only.	Modification and installation of pendent sprinkler heads, pipes and water supply as per relevant authorities' requirement and approval.
(b) Fire Extinguishers	Fire extinguishers for common areas only.	Fire extinguishers within Tenant's Demised Premises.

Note: All fit-out works within the Tenant's Demised Premises are to be carried out by the Tenant unless stated otherwise.

