

THIS AGREEMENT is made on the day and year as stated in **Section 1 of the First Schedule** hereto Between the party whose name and description are stated in **Section 2 of the First Schedule** hereto (hereinafter called "**WCOE**" which expression shall where the context so admits include in the case of natural persons his legal representatives and permitted assigns and in the case of a company or corporation its successors in title and permitted assigns) of the one part AND the party whose name and description are stated in **Section 3 of the First Schedule** hereto (hereinafter called "**LSH Global Enterprise Sdn Bhd**" which expression shall where the context so admits include in the case of natural persons his legal representatives and permitted assigns and in the case of a company or corporation its successors in title and permitted assigns) of the other part.

WHEREAS: -

1. By the Principal Tenancy Agreement dated 19th February, 2019 made between **PENANG DEVELOPMENT CORPORATION** (hereinafter called "**the Landlord**") and **WALTA ENGINEERING SDN BHD (Company No.: 270199-T)**, a company incorporated in Malaysia and having its registered office at 19 Floor, Unit 3, Menara Gurney, 18, Persiaran Gurney 10250 Penang (hereinafter called "**WESB**"), WESB has agreed to accept the appointment to rent and manage the premises which is more particularly described in **Section 4 of the First Schedule** hereto (hereinafter referred to as "**the said Premises**") upon the terms and conditions stated therein.
2. By a written consent of the Landlord as stated in Clause 27 of the Fifth Schedule of the Principal Tenancy Agreement, the Landlord agreed to allow WESB to sublet the whole of the said Premises to **WALTA CENTRE OF EXCELLENCE SDN BHD (Company No.: 927816-U)**, a company incorporated in Malaysia and having its registered office at No. 8, Lorong Pulau Tikus 10350 George Town, Penang (hereinafter called "**WCOE**"), and further allow WCOE to sublet part of the said Premises which is more particularly described in **Section 11 of the First Schedule** and the Layout Plan is annexed as the **Second Schedule** hereto (hereinafter referred to as "**Office Suite**") to LSH Global Enterprise Sdn Bhd upon the terms and conditions stated therein. A copy of the consent letter from PDC is annexed as the **Third Schedule** hereto.



IT IS AGREED AND DECLARED as follows: -

1. **AGREEMENT FOR TENANCY**

WCOE lets and LSH Global Enterprise Sdn Bhd takes a tenancy of Office Suite for a term as stated in **Section 5 of the First Schedule** hereto from the date of commencement and until the date of expiration as specified in **Section 6 of the First Schedule** at the rental as specified in **Section 7 of the First Schedule** hereto (hereinafter called "**the rent**") payable in advance in the manner specified in **Section 8 of the First Schedule** hereto.

2. **DEPOSITS**

- a) LSH Global Enterprise Sdn Bhd shall upon execution of this Agreement pay to WCOE a deposit in the sum as provided in **Section 9 of the First Schedule** hereto (the receipt of which WCOE hereby acknowledges) as security for the due performance of the terms and conditions of this Agreement (hereinafter referred to as "**the Rental Deposit**"). The Rental Deposit shall be refunded to LSH Global Enterprise Sdn Bhd (without interest) at the determination of the Tenancy hereby granted in accordance with the provision of Clause 6(a) hereof but such Rental Deposit shall not at any time be used as payment of the monthly rental due at any time without express consent of WCOE.

3. **LSH GLOBAL ENTERPRISE SDN BHD'S COVENANTS**

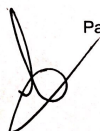
LSH Global Enterprise Sdn Bhd hereby covenants with WCOE as follows: -

- a) To pay to WCOE the monthly rental punctually on the day and in the manner herein provided without demand;
- b) To pay all charges of electricity, telephone and other outgoings in respect of Office Suite commencing from the date of delivery of vacant possession of Office Suite to WCOE including all deposits or increase in deposits to be provided to the relevant authorities for the provision of the same;
- c) To keep the interior of Office Suite, the flooring and the interior plaster or other surface materials or renderings on walls, ceiling and fixtures thereon including the doors, windows, glass, shutters, locks, fastening, electric wires, installation and fittings for the light and power and other fixtures and additions therein in good tenable repair and clean condition and to replace or repair any part of Office Suite and fixtures and fittings therein which shall be broken or damaged due to malicious, negligent or careless acts of LSH Global Enterprise Sdn Bhd his servants agents invitees or otherwise and further that if any damage is caused to WCOE or to any person whom directly or indirectly suffered through the said damage, LSH Global Enterprise Sdn Bhd shall be wholly responsible therefore and shall fully indemnify and keep WCOE indemnified against all claims demands actions and legal proceedings whatsoever made upon WCOE by any person in respect thereof;



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- d) To use Office Suite only for the purposes specified in **Section 10 of the First Schedule** and to comply with the requirements of any planning rules, regulations and bye laws in respect of such use hereof;
- e) To use Office Suite for conducting lawful business only and not to permit any act which contravene any statute for the time being in force relating to the conduct of such aforesaid business or the licensing thereof or the operation and licensing of such business or be or cause a nuisance or annoyance to the owners or occupiers of any adjoining or neighbouring property but to conduct LSH Global Enterprise Sdn Bhd's business in a respectable manner and so as not to commit or permit the breach of any statutory provision or any regulation of any duly constituted authority;
- f) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on Office Suite against damage by fire or other risks for the time being subsisting may become void or voidable or whereby the rate or premium thereon may be increased and to make good all damage suffered by WCOE and to repay to WCOE on demand all sums paid by them by way of increased premium and all expenses incurred by WCOE in any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of WCOE.
- g) Not to assign or sublet or in any way part with the possession of Office Suite or any part thereof or to share occupation of the whole or any part thereof for all or any part of the said term without prior consent in writing of WCOE;
- h) Not to do or permit to be done on Office Suite anything which will infringe any of the laws, by-laws or regulations made by the government, the municipal or local council or any other competent authority affecting Office Suite and to observe and to be personally responsible for any infringement or violation against such laws or regulations and to fully indemnify WCOE in respect thereof;
- i) To keep WCOE indemnified against all actions proceeding expenses damages penalties costs claims and demands which may be brought or made against or incurred by WCOE by reason or on account of any breach and or non-observance of all or any of the stipulations terms and conditions herein contained or for non-compliance with statutory and other provisions regulations requirements of any kind whatsoever effecting Office Suite;
- j) Not to suffer or permit to be done on Office Suite any act or thing which is or may be a nuisance or annoyance or cause damage or inconvenience to WCOE, occupiers or lessees of any adjoining premises;
- k) Not to hold or permit or suffer to be in Office Suite any sale by public auction;
- l) Not to use, store, bring or manufacture arms or ammunition or unlawful goods, gun powder, authorize or any explosive combustible or dangerous or hazardous nature;
- m) To permit WCOE and/or his agents at all reasonable times to enter upon and examine the condition of Office Suite and thereupon WCOE may serve upon



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LSH Global Enterprise Sdn Bhd notice in writing specifying any repair necessary to be done and for which LSH Global Enterprise Sdn Bhd shall forthwith execute the same and if LSH Global Enterprise Sdn Bhd fails to proceed diligently with the execution of such repairs within fourteen (14) days after the date of such notice, then LSH Global Enterprise Sdn Bhd shall permit WCOE his servants and agents to enter into Office Suite and execute such repairs and the cost and expenses thereof shall be a debt due from LSH Global Enterprise Sdn Bhd to WCOE;

- n) Not to make any alterations or additions to Office Suite or erect any new structure thereon without the written consent of WCOE first had and obtained and in conformity with all relevant by-laws and regulations of the relevant authorities and in the event of WCOE granting such written consent and the approval from the relevant authorities had been obtained, LSH Global Enterprise Sdn Bhd shall be solely liable for all cost and expenses incurred for such alterations or additions. Upon the determination of this tenancy, LSH Global Enterprise Sdn Bhd shall remove the additional structure, partitions or alterations made to Office Suite at or before the end of the tenancy and in such case to restore Office Suite in all respect to its former state including but not limited to repainting Office Suite at the cost and expense of LSH Global Enterprise Sdn Bhd. At the expiration of the tenancy, LSH Global Enterprise Sdn Bhd shall have no claim whatsoever against WCOE for any such alteration additions or renovations made by LSH Global Enterprise Sdn Bhd with the consent of WCOE;
- o) Not to use Office Suite for any unlawful or immoral purposes;
- p) LSH Global Enterprise Sdn Bhd shall yield up vacant possession of Office Suite at the end of the Tenancy term or sooner determination thereof with Office Suite and fixtures and fitting if any in clean good and tenable repair together with all locks keys and fastenings and to restore Office Suite to its original state and condition when LSH Global Enterprise Sdn Bhd first move in (fair wear and tear excepted) and to replace or reinstate any part thereof requiring repairs;
- q) To permit WCOE or his Agents during three (3) months preceding the termination of the Tenancy hereby created at all reasonable times to bring any person authorized to view Office Suite for purposes of re-letting Office Suite ;
- r) That LSH Global Enterprise Sdn Bhd hereby acknowledge that Office Suite is in clean and orderly condition and undertake to handback Office Suite in same order.

4. **WCOE'S COVENANTS**

WCOE hereby covenants with LSH Global Enterprise Sdn Bhd as follows: -

- a) That LSH Global Enterprise Sdn Bhd paying the rent hereby reserved and observing and performing the several covenants conditions and stipulations on his part herein contained and shall during the Tenancy quietly and peaceably hold and enjoy Office Suite without interruption or disturbance by WCOE or any person rightfully claiming through under or in trust for WCOE.



- b) To pay all quit rent, assessment, maintenance fees, all charges related to public toilet hygiene services, building security, pest control, general waste collection, Indah Water Konsortium imposed on and payable in respect of the said Premises other than those expressly covenanted to be paid by the Tenant herein.

5. **FORFEITURE OF TENANCY**

Provided always and it is hereby expressly agreed as follows: -

- a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if any covenant condition or stipulation on LSH Global Enterprise Sdn Bhd's part has not been performed or observed then in every such case it shall be lawful for WCOE at any time thereafter to re-enter upon Office Suite or any part thereof in the name of the whole and to disconnect the supply of water and electricity to Office Suite and thereupon this Tenancy shall absolutely determine but without prejudice to the right of action of WCOE in respect of any antecedent breach of LSH Global Enterprise Sdn Bhd's covenants herein contained; and

6. **TERMINATION OR EXPIRY OF TENANCY**

- a) Both parties shall have the rights to terminate the tenancy without compensation by giving two (2) months' notice in writing to each other;
- b) Upon the determination of the Tenancy hereby granted by effluxion of time, LSH Global Enterprise Sdn Bhd shall surrender vacant possession of Office Suite to WCOE without demand; and
- c) Upon the determination of this tenancy, LSH Global Enterprise Sdn Bhd shall remove all the additional structure or alterations made to Office Suite at or before the end of the tenancy and in such case to restore Office Suite in all respect to its original state and condition at the cost and expense of LSH Global Enterprise Sdn Bhd. In the event LSH Global Enterprise Sdn Bhd fails to restore Office Suite to its original state and condition, it shall be lawful for WCOE to make good and satisfy such damages and losses arising from LSH Global Enterprise Sdn Bhd's failure at the expense of LSH Global Enterprise Sdn Bhd but without prejudice to the right of action of WCOE against LSH Global Enterprise Sdn Bhd in respect of any antecedent breach of any of the covenants on the part of LSH Global Enterprise Sdn Bhd to be observed and performed or any claim arising from LSH Global Enterprise Sdn Bhd's failure as aforesaid.

7. **MISCELLANEOUS**

- a) The **First Schedule**, **Second Schedule** and the **Third Schedule** hereto shall be taken read and construed as an essential part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement;

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- b) WCOE shall not be responsible to LSH Global Enterprise Sdn Bhd for any damage loss which may at any time during the said term be caused to LSH Global Enterprise Sdn Bhd or any property of LSH Global Enterprise Sdn Bhd in or about Office Suite by reason of fire, flood, earthquake, theft, burglary, riot, civil commotion, hostilities (whether war be declared as otherwise) or the act of default of any other Tenants or occupiers of the adjoining premises;
- c) In the event Office Suite or any part thereof shall at any time during the said term be destroyed or damaged by fire, lightning, riot, tempest or other unforeseen cause so as to become unfit for occupation and use then WCOE shall not be bound or compelled to rebuild or reinstate the same unless WCOE in his own discretion think fit. In the event of WCOE decides to rebuild and reinstate Office Suite and LSH Global Enterprise Sdn Bhd decides to continue with this tenancy then (Provided that the money payable under any policy of insurance effected by WCOE shall not have become irrecoverable through any act or default of LSH Global Enterprise Sdn Bhd) the rent hereby reserved or a fair and just proportion thereof according to the nature and extend of the damage sustained shall be suspended and cease to be payable until Office Suite shall have been again rendered fit for occupation and use. In the event of WCOE decides not to rebuild and reinstate Office Suite or LSH Global Enterprise Sdn Bhd decides not to continue with this tenancy, then the rent thereby reserved shall cease and determine from the happening of such destruction or damage as aforesaid and LSH Global Enterprise Sdn Bhd will peaceably and quietly leave, surrender and yield up to WCOE possession of so much of Office Suite as shall not have been destroyed;
- d) Time is the essence of this Agreement;
- e) Knowledge or acquiescence by either party hereto or in any breach of any of the conditions or covenants herein contained shall not operate as or be deemed to be waiver of such conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, each party hereto shall be entitled to exercise their respective rights under this Agreement and to require strict performance by the other of the terms and conditions herein;
- f) The termination of this Agreement howsoever arising shall be without prejudice to any other right of action already accrued to any party and any right or remedy which are expressly provided to survive termination;
- g) This Agreement embodies all the terms and conditions agreed upon between the parties as to the subject matter of this Agreement save and except those mutually agreed upon in writing between the parties after the execution hereof. For the avoidance of doubt, this Agreement supersedes and cancels in all respects all previous representations warranties agreements and undertakings (if any) between the parties hereto with respect to the subject matter of this Agreement, whether such be written or oral;
- h) If any provisions of this Agreement are or become or are deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be amended to conform to the applicable laws so as to be valid and enforceable or if it cannot be amended without materially altering the intention of the parties, it shall be severed from

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this Agreement but the remaining provisions of this Agreement shall remain in full force and effect;

- i) Any notice required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served on both WCOE and LSH Global Enterprise Sdn Bhd if delivered by registered post to their addresses as hereinbefore set out;
- j) The stamp duty on the original and duplicate copies of the tenancy agreement shall be borne by WCOE and LSH Global Enterprise Sdn Bhd in equal shares and paid forthwith;
- k) In these presents where the contexts so admits the expression "WCOE" shall include his heir, executors, successors in title assigns and any persons for the time being entitled in reversion immediately expectant on the Tenancy hereby created and all other persons whatsoever deriving title under WCOE and the expression "LSH Global Enterprise Sdn Bhd" shall include his heir, executors, administrators, successors in title and permitted assigns; and
- l) Words importing the masculine gender shall be deemed to include the feminine and neuter gender and words importing the singular number shall include the plural and vice versa.
- m) This Tenancy Agreement shall be binding upon successors in title, assigns, the personal representatives, heirs and permitted assigns of the parties hereto respectively.

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THE FIRST SCHEDULE

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

SECTION NO.	ITEM	PARTICULARS
1.	Date of this Agreement	8th November 2021
2.	Name and description of WCOE	Walta Centre of Excellence Sdn Bhd (Company No.: 927816-U) a company incorporated in Malaysia and having its registered office at No. 8, Lorong Pulau Tikus 10350 George Town, Penang.
3.	Name and description of LSH Global Enterprise Sdn Bhd	LSH Global Enterprise Sdn Bhd (Company No.: 724494-P) , a company incorporated in Malaysia and having its registered office at 29-3-11, Golden Triangle, Jalan Paya Terubong, 11900 Bayan Lepas, Pulau Pinang.
4.	Description of the said Premises	Batu Kawan SMEV Phase 3 – SME Centre (renamed as WCOE Plaza) at the following address: 41A, Jalan Cassia Selatan 3/3, Taman Perindustrian Batu Kawan, 14110 Bandar Cassia, Pulau Pinang.
5.	Term	Eight (8) months
6.	Date of Commencement Date of Expiration	8th day of November, 2021 8th day of July, 2022
7.	Amount of monthly rent	8 th November 2021 – 8 th July 2022: RM 5,400 per month
8.	Manner of payment of rental	To be paid on or before the 14 th day of every month



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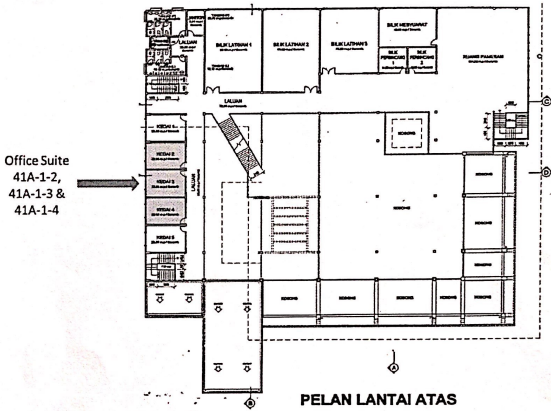
9.	Rental Deposit	Ringgit Malaysia Five Thousand and Four Hundred Ringgit Malaysia (RM 5,400) only (will be refunded upon the expiry of this Tenancy Agreement)
10.	The Authorized Use	Office
11.	Description of Office Suite	Unit 41A-1-2, Unit 41A-1-3, Unit 41A-1-4, offices with the Size of 22 square meter / 236.81 square feet per suite located at first floor of the said Premises
12	Items included in the Rental	<ul style="list-style-type: none"> - Maintenance Fees; Shared-Toilet Hygiene, Building Security, Indah Water Services - Water Bill - Air-Cond - Automatic Door Lock - Frosted Window Sticker - Wood Flooring - Roller Blind
13	Items excluded in the Rental	<ul style="list-style-type: none"> - Electrical Bill - WIFI Internet - Air Cond Maintenance Fees <p>(Electricity will be charge accordingly every month)</p>
14	Initial Electrical Reading	<p><u>Unit 41A-1-2</u> 1945.80</p> <p><u>Unit 41A-1-3</u> 2512.20</p> <p><u>Unit 41A-1-4</u> 3808.10</p>

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THE SECOND SCHEDULE

(Which is to be taken read and construed as an essential part of this Agreement)
Office Suite Layout Plan
Annexed hereto



THE THIRD SCHEDULE

(Which is to be taken read and construed as an essential part of this Agreement)
The Consent Letter from PDC
Annexed hereto

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. It appears to be a personal or official signature.

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

Signed by)
)
for and on behalf of the)
Walta Centre of Excellence Sdn Bhd)
Company No.:927816-U)
in the presence of:-)

.....
Witness
Name: Elyna Foo Yee Lin
Designation: Executive

.....
Signatory
Name: Moey Lip Seng
Designation: Executive Director

Signed by)
)
for and on behalf of the)
LSH Global Enterprise Sdn Bhd)
Company No.: 724494-P)
in the presence of:-)

.....
Signatory
Name: Loo Zhoun Kiang
Designation: Project Director